
Contract of Sale of Land

Property address: 13 CLIPSTONE CRESCENT, Fraiser Rise, Victoria 3335

Vendor: Hasan Bektas and Gulumser Bektas

Purchaser:

Prepared by
J.E Conveyancing Services
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Ref: SS:251425

Contract of Sale of Land

Property address: 13 CLIPSTONE CRESCENT, Fraiser Rise, Victoria 3335

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, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their 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.**

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

**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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20 ____

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 ____ / ____ / 20 ____

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.

PARTICULARS OF SALE

VENDOR'S AGENT

Name		Phone		Fax	
Address		Email			

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Hasan Bektas and Gulumser Bektas	Name	J.E Conveyancing Services		
		Address	1 Nottingham Close, Craigieburn VIC 3064		
Address	3/57 Hartington Street, Glenroy, VIC 3046	Contact	Seda Sagar		
		Email	info@jeconveyancing.com		
ACN/ABN		Phone	0403 240 043	Fax	03 9305 73 23

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☐ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 12468	Folio 153	505	841643P
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

13 CLIPSTONE CRESCENT, Fraiser Rise 3335

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☐ Listed in attached schedule.

OR

☐ Listed as follows:

PAYMENT

General condition 11

Price: \$

Total price: \$ Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Payable by purchaser

Deposit: \$ By / / 20 of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(f) & (g)

GST

General condition 13

☒ **No, because:**

☐ **Yes**

☐ Input taxed sale of eligible residential premises

☐ Purchaser entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Purchaser NOT entitled to input tax credit

☐ Going concern

☐ Margin scheme applies

☐ Farm land used for farming business or sale of subdivided farm land to an associate

☐ Mixed supply

☐ Vendor not registered or required to be registered as GST turnover < \$75,000

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor ☒ Yes ☐ No

Withholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:

No withholding for potential residential land because:

☐ the premises are not new

☐ the land includes a building used for commercial purposes

☐ the premises were created by substantial renovation

☐ the purchaser is registered for GST and acquires the property for a creditable purpose

☐ the premises are commercial residential premises

SETTLEMENT*General condition 10*

Is due on / /20

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.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

OR

- ☐ **Subject to a lease**, particulars of which are:

- ☐ Attached; or
 - ☐ As follows:
-

TERMS CONTRACT*Add special conditions.*

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

- ☐ Yes ☐ No
-

LOAN*General condition 14(a)-(e)*

This contract is subject to a loan being approved: ☐ Yes ☐ No

Lender:

Loan amount: \$

BUILDING & PEST REPORT*General condition 14(f)-(j)*

This contract is subject to:

- ☐ Building report. Provider:
 - ☐ Pest report. Provider:
-

Special Conditions

- ☐ Yes ☐ No

1.

2.

3.

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

CONTENTS

- | | |
|--|--------------------------------------|
| 1. Encumbrances | 15. Adjustments |
| 2. Vendor warranties | 16. Time |
| 3. Identity of the land | 17. Service |
| 4. Services | 18. Nominee |
| 5. Consents | 19. Liability of signatory |
| 6. Transfer | 20. Guarantee |
| 7. Electronic settlement | 21. Notices |
| 8. Builder warranty insurance | 22. Lease |
| 9. Off the plan | 23. Loss or damage before settlement |
| 10. Settlement | 24. Abandoned goods |
| 11. Payment | 25. Default |
| 12. Stakeholding | 26. Interest |
| 13. Goods and Services Tax | 27. Default notice |
| 14. Loan, building report or pest report | 28. Rescission notice |

1. Encumbrances

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

- (c) 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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) 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

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.

- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:

- (i) In cash; or
- (ii) By cheque drawn on an authorised deposit taking institution; or
- (iii) At the direction of the vendor, by cheque drawn on a trust account; or
- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

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

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

(f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:

- (i) applied for the report; and
- (ii) provides the vendor with a copy of the written report; and
- (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
- (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

(g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

(a) 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.

(b) The periodic outgoings and rent and other income must be apportioned on the following basis:

- (i) 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
- (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
- (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

(iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

(c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.

(d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.

(e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

(f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

(g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.

(h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

(a) Time is of the essence of this contract.

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

(c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.

- (b) The default notice must:

- (i) specify the particulars of the default; and
- (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:

A. the default is remedied; and

B. costs of \$440, including GST, are paid.

- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.

- (b) The rescission notice must:

- (i) specify the particulars of the failure to comply with the default notice; and

- (ii) state that the contract will be ended in 10 days after the notice is given unless:

A. the default is remedied; and

B. further costs of \$440, including GST are paid.

- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.

- (d) If the contract ends by a rescission notice given by the purchaser:

- (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and

- (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor statement

Property address: 13 CLIPSTONE CRESCENT, Fraiser Rise, Victoria 3335

Vendor: Hasan Bektas and Gulumser Bektas

Purchaser:

Prepared by
J.E Conveyancing Services
1 Nottingham Close
Craigieburn VIC 3064
Email: info@jeconveyancing.com
Ref: SS:251425

Vendor statement

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

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

Land: 13 CLIPSTONE CRESCENT, Fraiser Rise, Victoria 3335

SIGNED BY THE VENDOR

Name: **Hasan Bektas and Gulumser Bektas**

On ____ / ____ / 20 ____



19-11-2025

19-11-2025

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☐ Attached.

☐ Further information:

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) **Easements, covenants, or other similar restrictions**

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

(ii) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

(b) Services

The following services are **NOT** connected to the land:

☐ Electricity supply ☐ Gas supply ☒ Telephone ☐ Water supply ☐ Sewerage

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Their total does not exceed:

(b) Particulars of any charge under any Act

Amount owing:

To

chargee:

Other particulars, including dates and times of payments:

SALE OF LAND REGULATIONS 2005

SCHEDULE 1

Regulations 5, 6, 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the

vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

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

SALE OF LAND REGULATIONS 2005

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-

owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co owners.

- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

(04/10/2016)

HASAN BEKTAS AND GULUMSER BEKTAS

AND

DEED OF INDEMNITY

J.E Conveyancing Services



1 Nottingham Close, Craigieburn VIC 3064
Phone: 0403 240 043
Fax: 03 9305 73 23
Email: info@jeconveyancing.com
Ref: SS:251425

THIS DEED dated day of 2025.

BETWEEN **Hasan Bektas and Gulumser Bektas** of 3/57 Hartington Street, GLENROY,
Victoria (**Indemnifier**)

AND of (**Indemnified party**)

RECITALS

- A.** The indemnifier proposes to conduct the activity details of which are set out in the attached schedule.
- B.** The activity may result in claims against the indemnified party.
- C.** The indemnifier has therefore agreed to indemnify the indemnified party against all and any damages and losses to persons or property claimed against the indemnified party arising from the activity.
- D.**  (Insert recital .

OPERATIVE PART

1. Interpretation

This deed is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

-
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
 - (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally;
 - (i) The agreed interest rate means ; and
 - (j) The activity that gives rise to the risk the subject of this indemnity is described in the schedule.

2. Indemnity

The indemnifier unconditionally and irrevocably indemnifies the indemnified party against any and all damages and losses to persons or property, and all costs and expenses which are incurred by or claimed from the indemnified party in relation to the indemnified activity identified in the schedule which must be paid to the indemnified party immediately on demand.

This indemnity continues until the activity creating the risk of loss comes to an end.

The indemnifier's obligation is a primary obligation and the indemnified party is not obliged to proceed against any other person before making a demand for payment hereunder.

3. Payment and interest

The indemnifier must make any payments due under this deed on demand with interest at the agreed rate which will accrue from day to day from and including the day when the money on which interest is payable becomes owing.

4. Costs and expenses

In addition to all other liabilities of the indemnifier under this deed, the indemnifier must pay on demand all costs and expenses in connection with the negotiation, preparation, execution and stamping of this deed the exercise of any right or remedy hereunder and any stamp duty on this or any associated document.

5. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

Until otherwise notified, the postal and email address of the parties are as follows:

Indemnifier Address:

 Email:

Indemnified party Address:

 Email:

6. Amendment

This deed may only be amended in writing executed by the parties.

7. Waiver or variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) Its future exercise; or
 - (ii) The exercise of any other power or right.
- (c) The variation or waiver of a provision of this deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

8. Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

SCHEDULE

Activity:

Execution page

EXECUTED AS A DEED

_____	_____

_____	_____

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

Page 1 of 1

VOLUME 12468 FOLIO 153

Security no : 124129935626B

Produced 14/11/2025 05:23 PM

LAND DESCRIPTION

Lot 505 on Plan of Subdivision 841643P.

PARENT TITLES :

Volume 10246 Folio 575 Volume 12467 Folio 996

Created by instrument PS841643P 21/04/2023

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

GULUMSER BEKTAS

HASAN BEKTAS both of UNIT 1 57 HARTINGTON STREET GLENROY VIC 3046

AW925699F 13/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY390606B 10/09/2024

AMP BANK LTD

COVENANT PS841643P 21/04/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987

AW507655K 01/02/2023

DIAGRAM LOCATION

SEE PS841643P 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: 13 CLIPSTONE CRESCENT FRASER RISE VIC 3336

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 10/09/2024

DOCUMENT END

Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS841643P
Number of Pages (excluding this cover sheet)	7
Document Assembled	14/11/2025 17:23

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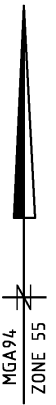
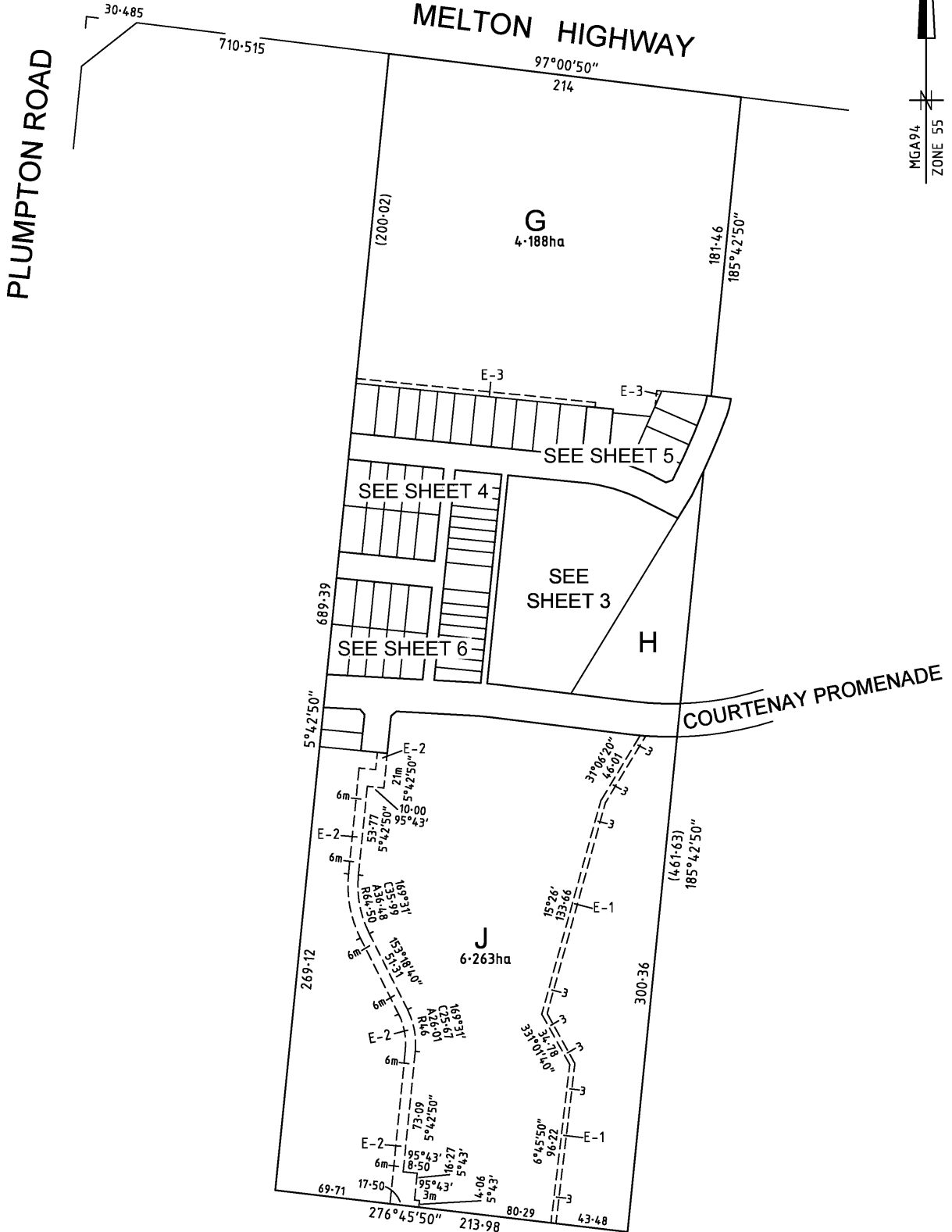
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PLAN OF SUBDIVISION			LUV USE ONLY EDITION 1	PLAN NUMBER PS841643P
<div>LOCATION OF LAND</div> <div>PARISH: MARIBYRNONG</div> <div>TOWNSHIP: -</div> <div>SECTION: 22 (PART)</div> <div>CROWN ALLOTMENT: -</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCES: Vol. 10246 Fol.575 Vol. 12467 Fol. 996</div> <div>LAST PLAN REFERENCE/S: LP116565 (LOT 5) PS841650S (LOT N)</div> <div>POSTAL ADDRESS: 1097 - 1123 MELTON HIGHWAY (At time of subdivision) FRASER RISE 3336</div> <div>MGA94 Co-ordinates (of approx centre of land in plan) E 297 770 N 5 825 970 ZONE 55</div>			<div>Council Name: Melton City Council</div> <div>Council Reference Number: Sub5905 Planning Permit Reference: PA2018/5963 SPEAR Reference Number: S171054A</div> <div>Certification</div> <div>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: 23/09/2021</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</div> <div>Digitally signed by: Steven Michael Finlay for Melton City Council on 09/02/2023</div> <div>Statement of Compliance issued: 29/03/2023</div>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON		
ROAD R1 RESERVE No.1 RESERVE No.2		MELTON CITY COUNCIL MELTON CITY COUNCIL MELTON CITY COUNCIL		
NOTATIONS			LOTS 1 TO 500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 7 FOR FURTHER DETAILS. EASEMENT E-5 IN RESERVE No.1 AND EASEMENT E-6 IN LOTS 539 TO 554 (BOTH INCLUSIVE) HAVE BEEN SHOWN AT EXAGGERATED POSITION FOR CLARITY. OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-1 ON INST. AU177619R AS AFFECTS COURTENAY PROMENADE ON THIS PLAN. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.	
DEPTH LIMITATION DOES NOT APPLY				
STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. PA2018/5963				
SURVEY. THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17, PM52 (KOROROIT) AND PM136, PM138, PM299 & PM560 (MARIBYRNONG) PROCLAIMED SURVEY AREA: ALDO ESTATE STAGE 5 3.857ha 54 LOTS				
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 539 TO 554 (BOTH INCLUSIVE) ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE PLAN	INST. AU177619R	GREATER WESTERN WATER CORPORATION
E-2	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-3	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-4	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
	DISTRIBUTION AND/OR TRANSMISSION OF GAS	SEE PLAN	THIS PLAN (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD
E-5	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-6	PARTY WALL	0.15	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
1968S-05 VER H.DWG KW/KW			SURVEYOR REF: 1968s-05	ORIGINAL SHEET SIZE: A3
 Member of the Surbana Jurong Group Melbourne Survey T 9869 0813			Digitally signed by: Stephen Circosta, Licensed Surveyor, Surveyor's Plan Version (H), 20/12/2022, SPEAR Ref: S171054A	SHEET 1 OF 7
			PLAN REGISTERED TIME: 3.22pm DATE: 21 / 4 / 2023 HEATH RICHARDS Assistant Registrar of Titles	

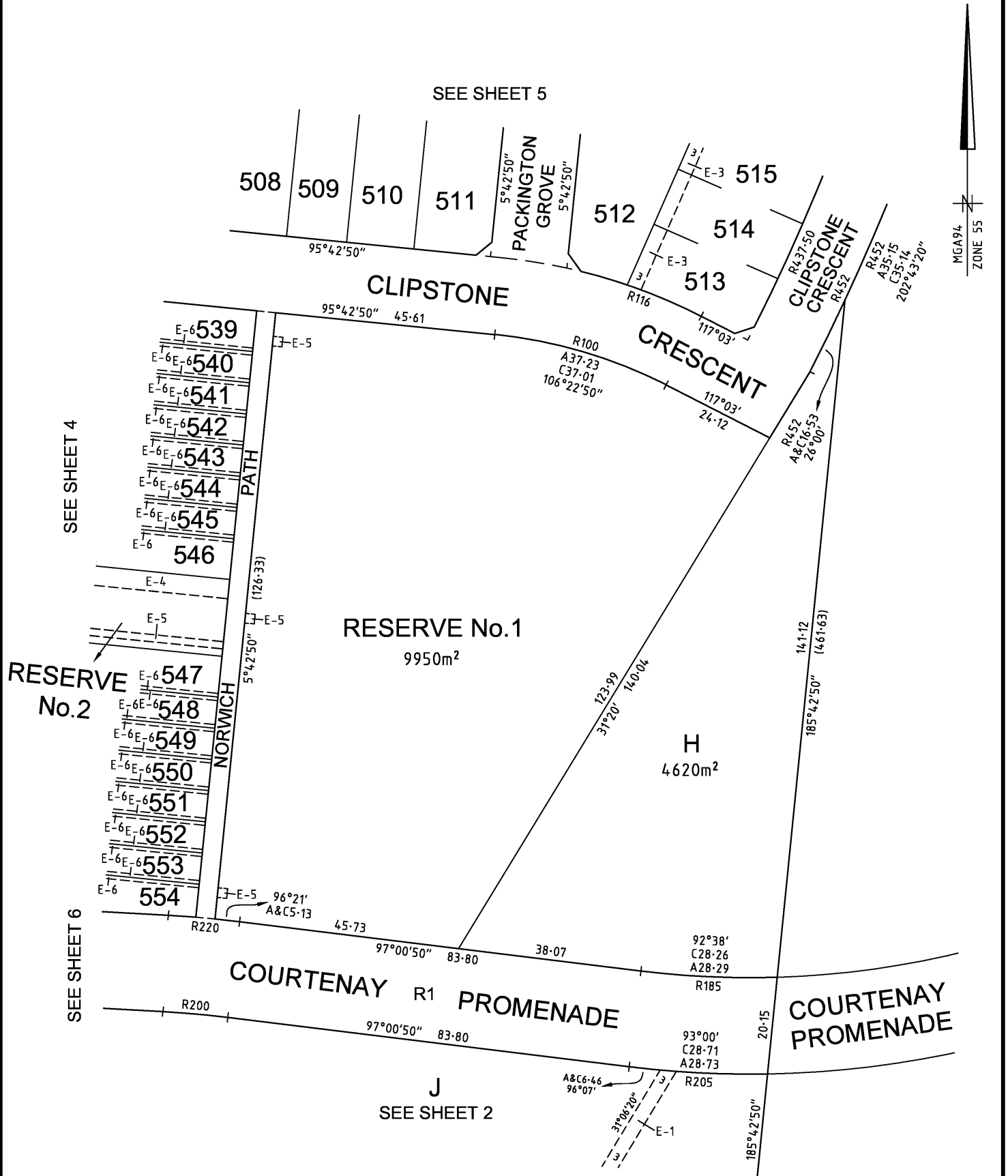
PLAN OF SUBDIVISION

PLAN NUMBER
PS841643P



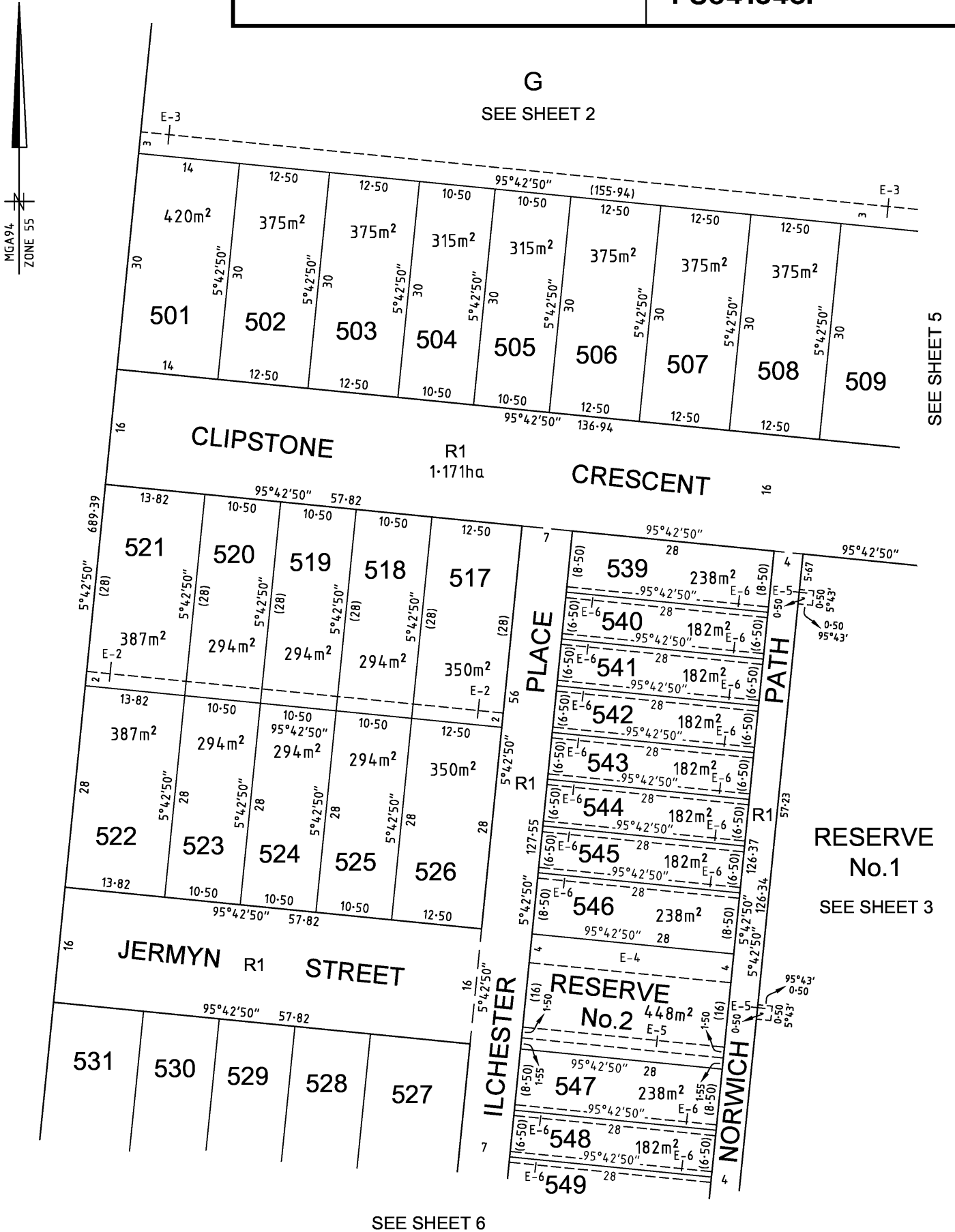
PLAN OF SUBDIVISION

PLAN NUMBER
PS841643P



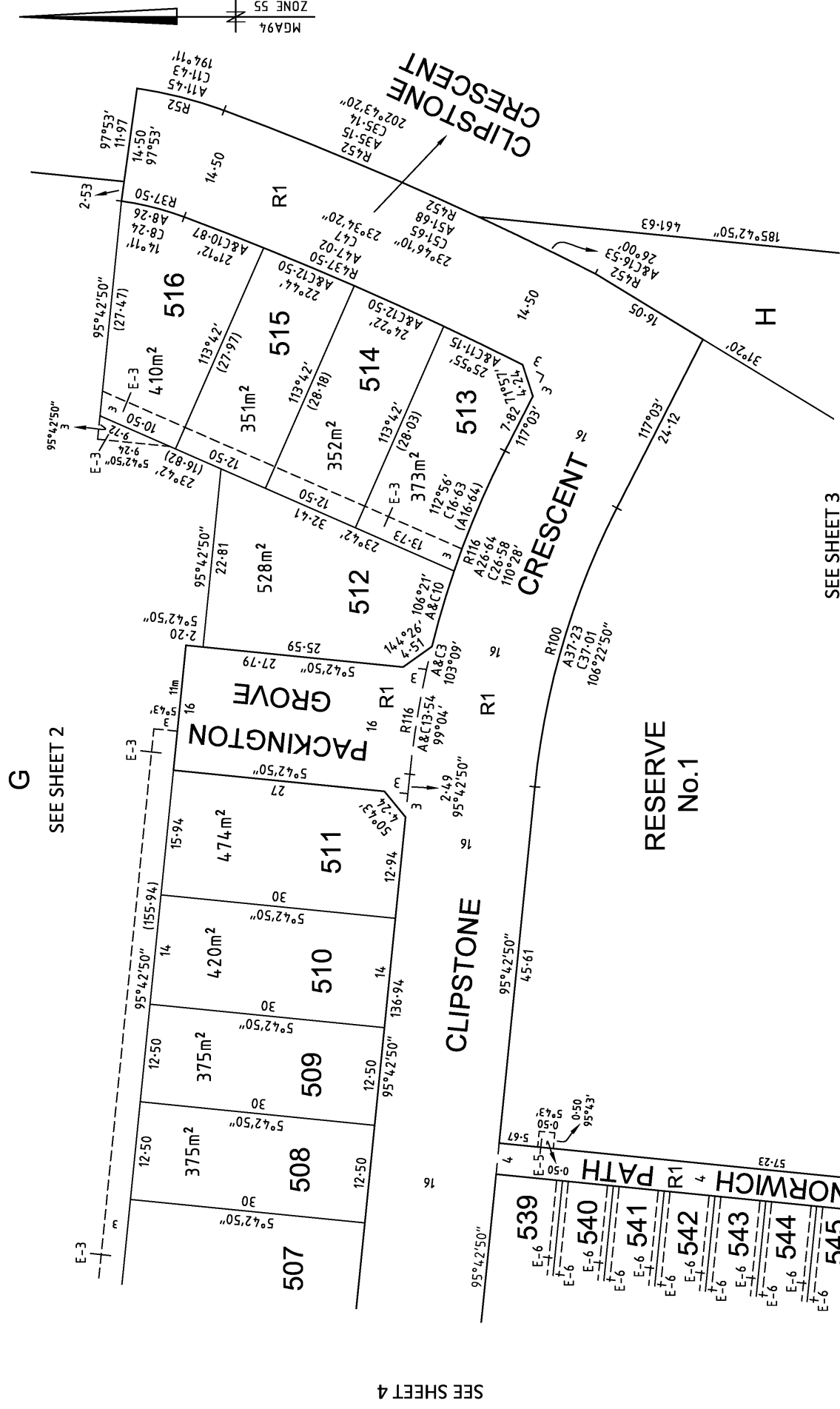
PLAN OF SUBDIVISION

PLAN NUMBER
PS841643P



PLAN OF SUBDIVISION

PLAN NUMBER
PS841643P



1968S-05 VER H.DWG KW/KW



Member of the Surbana Jurong Group

REF 1968s-05

SCALE
1.500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 5

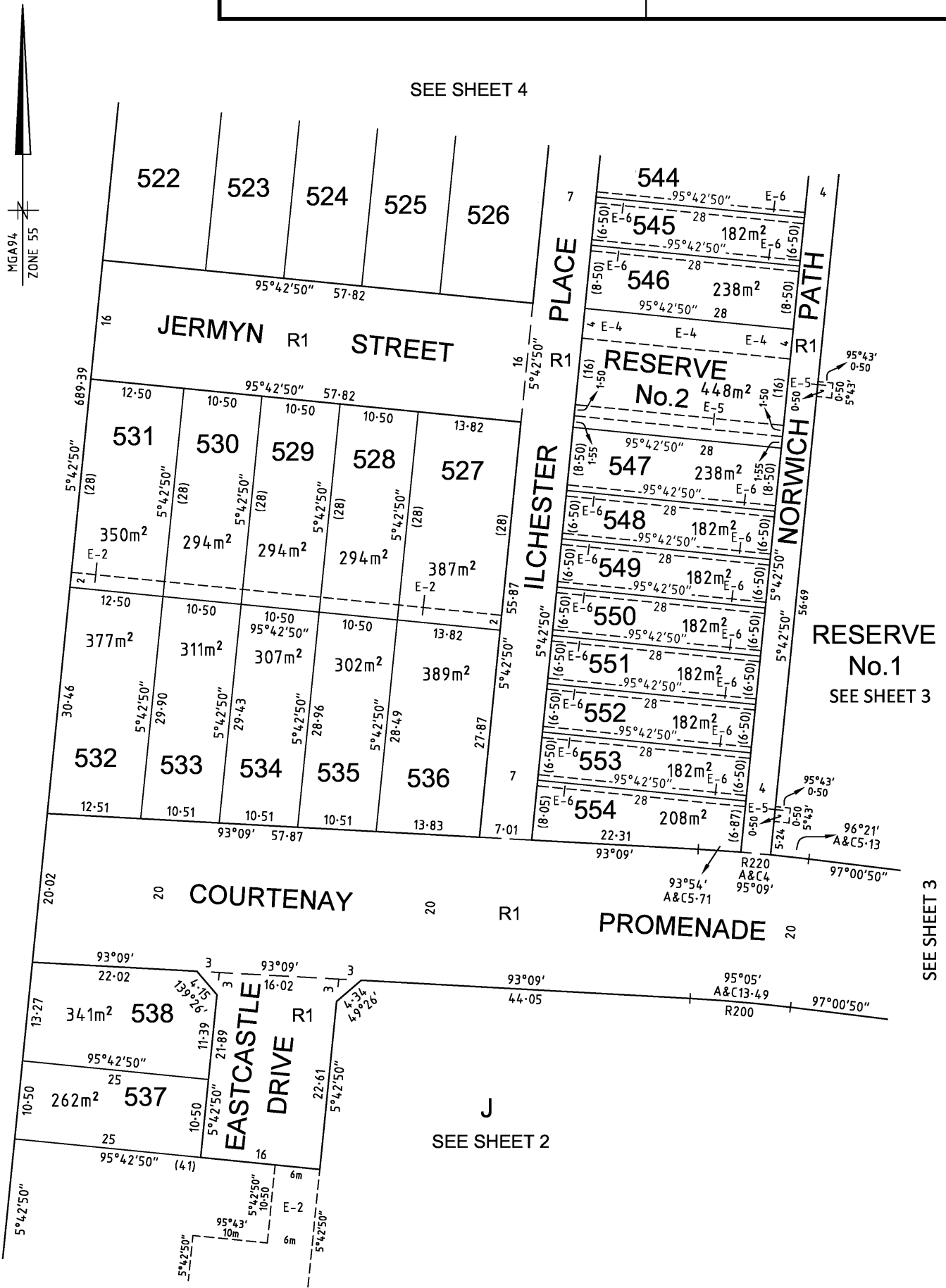
Digitally signed by: Stephen Circosta, Licensed Surveyor,
Surveyor's Plan Version (H),
20/12/2022, SPEAR Ref: S171054A

Digitally signed by:
Melton City Council,
09/02/2023,
SPEAR Ref: S17105

PLAN OF SUBDIVISION

PLAN NUMBER
PS841643P

SEE SHEET 4



SEE SHEET 3

PLAN OF SUBDIVISIONPLAN NUMBER
PS841643P**CREATION OF RESTRICTION A**

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

Land to Benefit: Lots 501 to 554 (both inclusive).

Land to be Burdened: Lots 501 to 554 (both inclusive).

Description of Restriction:

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

1. Construct or allow to be constructed any improvement on any lot:
 - (i) That is not in accordance with the Design Guidelines approved by the Design Review Panel.
 - (ii) Without obtaining written approval of the design for the improvement from the Design Review Panel, such approval to be obtained even if the design for that improvement complies with the Design Guidelines.
2. Construct or allow to be constructed anymore than one dwelling per lot.

This restriction shall cease to have effect 10 years after the date of registration of this Plan.

In this Restriction:

Design Guidelines means the design, development and use controls for Lots 501 to 554 (both inclusive) on the Plan, a copy of which can be obtained from the Design Review Panel (and as amended from time to time by the Design Review Panel) and Melton City Council

Design Review Panel means the panel appointed for the purposes of assessing compliance with the Design Guidelines, of 130 Kerr Street, Fitzroy, Vic. 3065 (or such other address as that panel may nominate from time to time).

Plan means PS841643P.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

Description of Restriction

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
518	517, 519, 525
519	518, 520, 524
520	519, 521, 523
523	520, 522, 524
524	519, 523, 525
525	518, 524, 526
528	527, 529, 535
529	528, 530, 534
530	529, 531, 533
537	538
539	540
540	539, 541
541	540, 542

BURDENED LOT No.	BENEFITING LOTS
542	541, 543
543	542, 544
544	543, 545
545	544, 546
546	545
547	548
548	547, 549
549	548, 550
550	549, 551
551	550, 552
552	551, 553
553	552, 554
554	553

The registered proprietor or proprietors for the time being for burdened lots 518, 519, 520, 523, 524, 525, 528, 529, 530 and 537 on this plan in the table as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

The registered proprietor or proprietors for the time being for burdened lots 539 to 554 (both inclusive) on this plan in the table as a lot subject to the 'Small Lot Housing Code (Type B)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type B)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect after the issue of certificate of occupancy for the whole of the dwelling on the lot.



Member of the Surbana Jurong Group
REF 1968s-05

1968S-05 VER H.DWG KW/KW

Digitally signed by: Stephen Circosta, Licensed Surveyor,
Surveyor's Plan Version (H),
20/12/2022, SPEAR Ref: S171054A

ORIGINAL SHEET
SIZE: A3

SHEET 7

Digitally signed by:
Melton City Council,
09/02/2023,
SPEAR Ref: S171054A



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 14/11/2025 05:23:02 PM

Status	Registered	Dealing Number	AW507655K
Date and Time Lodged	01/02/2023 10:29:43 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22001028 (ALDO)

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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

10246/575
11936/756
12315/319
12315/320
12315/321
12386/094

Instrument and/or legislation

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

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

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.
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	MELTON CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	01 FEBRUARY 2023

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AW507655K
Number of Pages (excluding this cover sheet)	31
Document Assembled	14/11/2025 17:23

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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

MELTON CITY COUNCIL

Council

- and -

YALE ASSETS (L&B) HOLDINGS PTY LTD ACN 610 781 756

Lot B Owner

1097 MELTON HWY PTY LTD ACN 605 893 918

Lot 5 Owner

1069 MELTON HWY PTY LTD ACN 605 894 648

Lot 6 Owner

1043 MELTON HWY PTY LTD ACN 169 964 756

Lot 7 Owner

in relation to land at:

**1043 – 1067, 1069-1095, 1097-1123, 1125-1151 Melton Highway Fraser Rise
ICP properties P16, P17, P18 and P19.**

22001028

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

PARTIES:

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337
(Council)
2. **YALE ASSETS (L&B) HOLDINGS PTY LTD ACN 610 781 756** of 57 Yale Drive, Epping, Victoria, 3076
(Lot B Owner)
3. **1097 MELTON HWY PTY LTD ACN 605 893 918** of 57 Yale Drive, Epping, Victoria, 3076
(Lot 5 Owner)
4. **1069 MELTON HWY PTY LTD ACN 605 894 648** of 57 Yale Drive, Epping, Victoria, 3076
(Lot 6 Owner)
5. **1043 MELTON HWY PTY LTD ACN 169 964 756** of 57 Yale Drive, Epping, Victoria, 3076
(Lot 7 Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land. The Land is comprised of 5 separate properties each with a separate registered proprietor, but as at the date of this Agreement being developed as the Aldo Estate by a common developer. The Land and ownership is as follows:
- a. Lot B Owner is the registered proprietor of the Lot B Land.
 - b. Lot 5 Owner is the registered proprietor of the Lot 5 Land.
 - c. Lot 6 Owner is the registered proprietor of the Lot 6 Land.
 - d. Lot 7 Owner is the registered proprietor of the Lot 7 Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP imposes infrastructure contributions to fund the provision of:
- a. works, services or facilities;
 - b. land for public purposes.
- R.6. The ICP provides that:
- a. where the Parcel Contribution Percentage of the land to be developed exceeds the ICP Land Contribution Percentage, the Owner is entitled to be paid the Land Credit Amount at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act;
 - b. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner

- 2 -

is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act;

- c. the collecting agency may accept works in lieu of payment of a Monetary Component;
 - d. where the collecting agency agrees to accept works in lieu of payment of a Monetary Component and the value of the works exceed the Owner's obligation to pay a Monetary Component, the Owner is entitled to a cash reimbursement for the value above their obligation, subject to the agreement of the collecting agency.
- R.7. Council has issued the Permit for the Land. The Permit relevantly requires the Owner to enter into an agreement with Council regarding the:
- a. infrastructure required to be provided as a part of the development. The agreement must give effect to the approved Public Infrastructure Plan.
 - b. The infrastructure contribution to be paid in accordance with the ICP; and
 - c. Timing of the land to be vested to the collecting agency, the payment of any Land Equalisation Amount, the payment of any Land Credit Amount in accordance with the ICP.
- R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
- a. satisfy the requirements of the Permit and ICP;
 - b. set out the obligations of the Owner to pay the Monetary Component or, in lieu of payment, provide works specified in this Agreement that the collecting agency has agreed to accept in full or partial satisfaction of the obligation to pay the Monetary Component on the terms set out in this Agreement;
 - c. document the arrangements for the:
 - i. the vesting of Inner Public Purpose Land in Council;
 - ii. payment of the Land Equalisation Amount for the Lot B Land, Lot 5 Land and Lot 7 Land to Council by the Lot B Owner, Lot 5 Owner and Lot 7 Owner respectively; and
 - iii. payment by Council to the Lot 6 Owner of the Land Credit Amount for the Lot 6 Land,at the time agreed between the parties; and
 - d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.9. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.4. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the ICP Construction Project has been completed to the satisfaction of Council.
- 1.5. **Council** means:
 - 1.5.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.5.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.5.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.7. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 8 of Schedule 1 to secure maintenance of the ICP Construction Project.
- 1.8. **Civil Maintenance Period** means the period specified in item 7 of Schedule 1 from the issue of a Certificate of Practical Completion for an ICP Construction Project.
- 1.9. **Current Address for Service**
 - 1.9.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
 - 1.9.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.

1.10. **Current Email Address for Service**

- 1.10.1. for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and
- 1.10.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.

1.11. **Current Number for Service**

- 1.11.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.11.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.

1.12. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.

1.13. **Drainage Reserve** means a reserve created as a result of the subdivision of the Land or otherwise the creation of a reserve which is for or related to drainage purposes.

1.14. **Endorsed Plans** means the plans submitted to Council by or on behalf of the Owner and endorsed under the Permit from time to time, including but not limited to the Public Infrastructure Plan and staging plan.

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

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

1.17. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.

1.18. **ICP Construction Project** means a project for the construction of works identified in the ICP Construction Projects Table in Schedule 2, which comprises such part of the construction project included in the ICP as identified in Column A of Schedule 2 and described in Column B of Schedule 2.

1.19. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.

1.20. **Indexation** has the meaning identified in the ICP (with any necessary wording changes to reflect the application of principles for the indexation of infrastructure projects for the purpose of calculating levies to the indexation of a WIK Credit) and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index (acting reasonably).

1.21. **Inner Public Purpose Land** means any inner public purpose land forming part of the Land to be vested in Council in accordance with the ICP.

1.22. **ICP** means the Plumpton & Kororoit Infrastructure Contributions Plan, July 2018 (amended October 2019) as amended from time to time or any successor approved contributions plan within the meaning of Part 3AB of the Act.

- 1.23. **Land Credit Amount** means the land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and the Schedule to the Infrastructure Contributions Overlay.
- 1.24. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.25. **Land Equalisation Amount** means the land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and the Schedule to the Infrastructure Contributions Overlay.
- 1.26. **Land** means the Lot 5 Land, Lot 6 Land, Lot 7 Land, and Lot B Land.
- 1.27. **Localised Infrastructure** means works, services or facilities solely necessitated by the subdivision or development of the 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 road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.28. **Lot B Land** means the land formerly contained within Certificate of Title Volume 11936 Folio 756, Lot B on Plan of Subdivision 813544A, being Lot B PS813544 Certificate of Title Volume 12315 Folio 319.
- 1.29. **Lot 5 Land** means the land contained within Certificate of Title Volume 10246 Folio 575, being Lot 5 on Plan of Subdivision 116565.
- 1.30. **Lot 6 Land** means the land formerly contained in Lot 6 on Plan of Subdivision 116565, being Lots B, C and F on PS822772 and the land contained within Certificates of Title Volume 12315 Folios 319, 320, 321.
- 1.31. **Lot 7 Land** means part of the land formerly contained within Certificate of Title Volume 09601 Folio 885 Lot 7 on Plan of Subdivision 116565, being Lot D PS825754 Certificate of Title Volume 12336 Folio 667;.
- 1.32. **Lot B Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Lot B Land or any part of it, and includes a Mortgagee in possession.
- 1.33. **Lot 5 Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Lot 5 Land or any part of it, and includes a Mortgagee in possession.
- 1.34. **Lot 6 Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Lot 6 Land or any part of it, and includes a Mortgagee in possession.
- 1.35. **Lot 7 Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Lot 7 Land or any part of it, and includes a Mortgagee in possession.
- 1.36. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the Schedule to the Infrastructure Contributions Overlay.
- 1.37. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

- 6 -

- 1.38. **Owner** means the Lot 5 Owner, Lot 6 Owner, Lot 7 Owner and Lot B Owner.
- 1.39. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and the Schedule to the Infrastructure Contributions Overlay.
- 1.40. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.41. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.42. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.43. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.44. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.45. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council (acting reasonably) is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.46. **Schedule** means a schedule to this Agreement.
- 1.47. **Schedule of Contributions** means any schedule submitted to and approved by Council under condition 16 of the Permit.
- 1.48. **Schedule to the Infrastructure Contributions Overlay** means the relevant schedule to the Infrastructure Contributions Overlay applying to the Land from time to time, being, as at the date of this Agreement, Schedule 1 to Clause 45.11 Infrastructure Contributions Overlay.
- 1.49. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.50. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.51. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.52. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.53. **WIK Credit** means the WIK Community Credit and WIK Transport Credit as appropriate.
- 1.54. **WIK Community Credit** means a credit against the Owner's liability to pay the Community and Recreation Construction Levy fixed in the amount specified in Column CA of Schedule 2 for an ICP Construction Project, and subject to Indexation until the issue of a Certificate of Practical Completion for the relevant ICP Construction Project.

- 7 -

- 1.55. **WIK Transport Credit** means a credit against the Owner's liability to pay the Transport Construction Levy fixed in the amount specified in Column CB of Schedule 2 for an ICP Construction Project, and subject to Indexation up until the issue of a Certificate of Practical Completion for the relevant ICP Construction Project.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.
- 2.11. An obligation of the Owner in respect of a Stage must be read only as an obligation of the registered proprietors of that part of the Land being developed within that Stage, and is not an obligation imposed on the registered proprietors of any other part of the Land.
- 2.12. Any provision regarding the application of a Credit must be read as the application of Credit in accordance with the Schedule of Contributions.
- 2.13. Where there is an inconsistency between the ICP and Schedule to the Infrastructure Contributions Overlay and this Agreement, the ICP and Schedule to the Infrastructure Contributions Overlay prevail.

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component:

- 3.1.1. in accordance with the Permit and ICP; and

- 8 -

- 3.1.2. subject to the Owner's entitlement to a WIK Community Credit or WIK Transport Credit under this Agreement.

For the avoidance of doubt the parties agree that where the:

- 3.1.3. Owner's entitlement to a WIK Community Credit exceeds the Owner's obligation to pay the Community and Recreation Construction Levy, the Owner will still be required to pay the Transport Construction Levy in full, subject to any entitlement to a WIK Transport Credit.
- 3.1.4. Owner's entitlement to a WIK Transport Credit exceeds the Owner's obligation to pay the Transport Construction Levy, the Owner will still be required to pay the Community and Recreation Construction Levy in full, subject to any entitlement to a WIK Community Credit.

3.2. **Time for payment of the Monetary Component**

The Owner must pay the Monetary Component pursuant to clause 3.1 for any Stage prior to the issue of a Statement of Compliance for that Stage unless otherwise agreed with Council (acting reasonably).

3.3. **Entitlement to a WIK Community Credit and/or WIK Transport Credit**

The Owner agrees that it will be entitled to a WIK Community Credit and/or a WIK Transport Credit for a Stage if in the Schedule of Contributions for that Stage:

- 3.3.1. there is an existing:
 - 3.3.1.1. WIK Community Credit in excess of the liability to pay the Community and Recreation Construction Levy for that Stage, in which event the WIK Community Credit will be applied in accordance with clause 6 of this Agreement;
 - 3.3.1.2. WIK Transport Credit in excess of the liability to pay the Transport Construction Levy for that Stage, in which event the WIK Transport Credit will be applied in accordance with clause 6 of this Agreement;
- 3.3.2. there is an existing:
 - 3.3.2.1. WIK Community Credit which is less than the liability to pay the Community and Recreation Construction Levy for that Stage, in which event the Monetary Component will be reduced by the amount of the WIK Community Credit;
 - 3.3.2.2. WIK Transport Credit which is less than the liability to pay the Transport Construction Levy for that Stage, in which event the Monetary Component will be reduced by the amount of the WIK Transport Credit; or
- 3.3.3. there is a combination of the circumstances described above in clauses 3.3.1, or 3.3.2.

4. **ICP CONSTRUCTION PROJECTS**

4.1. **Construction**

The Owner agrees that it must construct the ICP Construction Projects:

- 4.1.1. at its own cost;
- 4.1.2. in accordance with plans and specifications approved by Council;
- 4.1.3. in compliance with all applicable laws and permits, consents and approvals;
- 4.1.4. within the time specified for the ICP Construction Project in column D of Schedule 2 of this Agreement; and
- 4.1.5. to the satisfaction of Council.

4.2. **Designs and approval**

The Owner agrees that prior to commencing any works for an ICP Construction Project, it must, at its own cost:

- 4.2.1. prepare plans and specifications for the ICP Construction Project generally in accordance with the PSP and ICP and submit those plans and specifications to Council for its approval; and
- 4.2.2. obtain all necessary permits, consents and approvals for the ICP Construction Project.

4.3. **Maintenance of ICP Construction Projects**

The Owner agrees that, upon the issue of a Certificate of Practical Completion for an ICP Construction Project, it must:

- 4.3.1. provide the following to Council:
 - 4.3.1.1. a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the ICP Construction Project;
 - 4.3.1.2. a copy of any permit, consent or approval obtained for the ICP Construction Project; and
 - 4.3.1.3. the Civil Maintenance Bond for the ICP Construction Project.
- 4.3.2. maintain the ICP Construction Project in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

4.4. **Issue of a Certificate of Practical Completion**

Upon the completion of an ICP Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the ICP Construction Project.

4.5. **Application of the Civil Maintenance Bond**

Council may use the Civil Maintenance Bond during the Civil Maintenance Period to undertake works to ensure the good order, condition and repair of the Construction Project (subject to fair wear and tear and any deterioration in condition expected of an asset of the same type, nature and quality) in the event that:

- 4.5.1. any part the Construction Project is not maintained to Council's satisfaction during the Civil Maintenance Period; and

- 10 -

- 4.5.2. the Owner fails to comply with any reasonable written direction from Council to undertake any maintenance works required by Council.

4.6. **Return of Civil Maintenance Bond**

Council will return the Civil Maintenance Bond at the written request of the Owner following completion of the Civil Maintenance Period, less any monies used by Council in accordance with clause 4.5.

5. **LAND PROJECTS**

5.1. **Provision of Inner Public Purpose Land**

- 5.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage. .
- 5.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 5.1.1 Council may at its absolute discretion:
 - 5.1.2.1. further extend the relevant timeframe in writing; or
 - 5.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe.

5.2. **Condition of the land**

The Owner agrees that any land vested in Council in accordance with clause 5.1 must be to the satisfaction of Council:

- 5.2.1. to the following standards:
 - 5.2.1.1. in relation to any Active Open Space; free from rock and debris; smoothly graded; and freely draining;
 - 5.2.1.2. for all other land; mowable (minimum 95% grass coverage without bare areas exceeding 1 square metre); free from rock, debris and weeds; smoothly graded; and freely draining;
- 5.2.2. free of all encumbrances;
- 5.2.3. free from contamination;
- 5.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
- 5.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged;
- 5.2.6. connected to services, where applicable;

unless otherwise agreed to in writing by Council.

- 11 -

5.3. **Survival of liability clause**

The Owner agrees that clause 5.2.4 survives the termination or ending of this Agreement.

5.4. **No further compensation payable**

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land vested in Council pursuant to the ICP;

5.5. **Payment of any Land Equalisation Amount**

The Owner must pay the Land Equalisation Amount for a Stage:

- 5.5.1. to the collecting agency;
- 5.5.2. prior to the issue of a Statement of Compliance for the relevant Stage; and
- 5.5.3. in accordance with Schedule 3.

5.6. **Payment of Land Credit Amount**

Subject to the Owner complying with clauses 5.1 and 5.2, Council will pay the Land Credit Amount for that part of the Land:

- 5.6.1. to the Lot 6 Owner or a single legal entity nominated in writing by the Lot 6 Owner; and
- 5.6.2. within 120 days of receiving written notice from the Lot 6 Owner that the relevant plan of subdivision vesting the Inner Public Purpose Land in Council has been registered; and
- 5.6.3. in accordance with Schedule 3.

6. WIK COMMUNITY CREDIT AND WIK TRANSPORT CREDIT

6.1. **Issue of a Credit**

Council agrees that, it will issue a WIK Community Credit or a WIK Transport Credit (as applicable to the ICP Construction Project) upon the issue of Certificate of Practical Completion for the ICP Construction Project.

6.2. **Application of the WIK Community Credit or WIK Transport Credit**

Council agrees that, after the issue of a WIK Community Credit or a WIK Transport Credit (as applicable):

- 6.2.1. subject to clause 6.2.3, the Owner will not be required to make cash payments towards the Owner's obligation to pay the:
 - 6.2.1.1. Community and Recreation Construction Levy until any WIK Community Credit has been exhausted as determined in accordance with clause 6.3;

- 12 -

6.2.1.2. Transport Construction Levy until any WIK Transport Credit has been exhausted as determined in accordance with clause 6.4; and

6.2.2. subject to clause 6.2.3, prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of the:

6.2.2.1. Community and Recreation Construction Levy payable in relation to that Stage from any WIK Community Credit; and

6.2.2.2. Transport Construction Levy payable in relation to that Stage from any WIK Transport Credit.

6.2.3. any WIK Community Credit or WIK Transport Credit will be applied in accordance with the Schedule of Contributions.

6.3. **Exhaustion of the WIK Community Credit**

When the amount of the Community and Recreation Construction Levy payable in relation to a Stage exceeds the amount of any WIK Community Credit remaining:

6.3.1. the Schedule of Contributions will identify that the WIK Community Credit has been or will be exhausted; and

6.3.2. the Owner must pay in cash an amount equal to the amount of the Community and Recreation Construction Levy payable in relation to that Stage that exceeds the amount of any WIK Community Credit remaining prior to the issue of the Statement of Compliance for that Stage.

6.3.3. in relation to subsequent Stages, the Owner must pay the Community and Recreation Construction Levy in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further WIK Community Credit is issued by Council.

6.4. **Exhaustion of the WIK transport Credit**

When the amount of the Transport Construction Levy payable in relation to a Stage exceeds the amount of any WIK Transport Credit remaining:

6.4.1. the Schedule of Contributions will identify that the WIK Transport Credit has been or will be exhausted; and

6.4.2. the Owner must pay in cash an amount equal to the amount of the Transport Construction Levy payable in relation to that Stage that exceeds the amount of any WIK Transport Credit remaining prior to the issue of the Statement of Compliance for that Stage.,

6.4.3. in relation to subsequent Stages, the Owner must pay the Transport Construction Levy in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further WIK Transport Credit is issued by Council

6.5. **Refund of WIK Credit**

Subject to receiving a written request for a refund of the WIK Credit, Council agrees that:

6.5.1. within 120 days of the later of:

- 13 -

6.5.1.1. a Statement of Compliance being issued in respect of the final Stage; or

6.5.1.2. the issue of a Certificate Practical Completion for the final ICP Construction Project,

Council will provide a cash refund to the Owner of any remaining WIK Credit owed to the Owner.

7. OWNER'S FURTHER COVENANTS

7.1. In relation to:

7.1.1. the Lot B Land, the Lot B Owner;

7.1.2. the Lot 5 Land, the Lot 5 Owner;

7.1.3. the Lot 6 Land, the Lot 6 Owner; and

7.1.4. the Lot 7 Land, the Lot 7 Owner,

warrants and covenants that:

7.1.5. it is the registered proprietor (or entitled to be so) of the Land;

7.1.6. save as shown in the certificate of title to the Land, it is not aware of any other mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;

7.1.7. it is not aware of either the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic) as being unregistered encumbrances affecting the Land

7.1.8. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;

7.2. The Owner warrants and covenants that:

7.2.1. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:

7.2.1.1. negotiation, preparation, execution and recording of this Agreement;

7.2.1.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

7.2.1.3. the cancellation or alteration of this Agreement in the Register.

7.2.2. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 7.2 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law

- 14 -

Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne by Council;

- 7.2.3. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 7.2.4. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

8. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 8.1. this Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under ICP; and
- 8.2. 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 Land.

9. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

10. AMENDMENT

- 10.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 10.2. 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 Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

11. NO WAIVER

The Parties agree that:

- 11.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 11.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

- 15 -

11.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

11.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

12. NO FETTERING OF POWERS OF COUNCIL

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

13. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

14. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

14.1. not later than two business days after being deposited in the mail with postage prepaid;

14.2. when delivered by hand;

14.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

14.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

15. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

16. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

17. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also

be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

18. JOINT OBLIGATIONS

- 18.1. Subject to clauses 2.11 and 18.2-18.4, in the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 18.2. Nothing in this Agreement constitutes a partnership or a joint venture or the relationship of employer and employee between the Owners and nothing in this Agreement authorises or empowers an Owner to act as agent for another Owner.
- 18.3. For the avoidance of doubt, the parties acknowledge that:
- 18.3.1. where the Owner is entitled to a WIK Community Credit and/or a WIK Transport Credit, that credit will be applied in accordance with this Agreement and the Schedule of Contributions irrespective of whether the ICP Construction Project was delivered by the Lot B Owner, Lot 5 Owner, Lot 6 Owner or Lot 7 Owner; and
- 18.3.2. the registered proprietor that takes the benefit of a WIK Community Credit and/or a WIK Transport Credit may be different to the entity that delivered the ICP Construction Project.
- 18.4. Nothing in this agreement shall prevent the Owner developing the Land in multiple concurrent Stages in different parcels comprising the Land, so long as the Stages are developed in the sequence indicated on the Endorsed Plans unless otherwise agreed with Council.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

20. GST

The Parties agree that:

- 20.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- 20.2. a supply under this Agreement of:
- 20.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;

- 17 -

20.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:

20.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or

20.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or

20.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or

20.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

20.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and

20.4. a Party is not obliged, under clause 20.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

21. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

21.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.

21.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):

21.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

21.2.2. where a clearance certificate is not provided in accordance with clause 21.2.1:

21.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

21.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

- 18 -

21.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

21.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

21.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

22. COUNTERPARTS ,ELECTRONIC SIGNING AND EXCHANGE

22.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

22.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

22.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 (Vic).

23. COMMENCEMENT AND ENDING OF AGREEMENT

23.1. This Agreement will commence:

23.1.1. on the date that it bears; or

23.1.2. if it bears no date, on the date it is recorded in the Register.

23.2. This Agreement will end:

23.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or

23.2.2. in respect of a Drainage Reserve, upon the issue of a Statement of Compliance for a subdivision that creates the Drainage Reserve; or

23.2.3. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

23.2.4. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

- 19 -

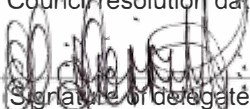
- 23.3. If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of any part of the Land which is not a Residential Lot are required to be notified of the proposal.
- 23.4. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days 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 in relation to the relevant land.

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

Date: 17/01/2023

SIGNED on behalf of **MELTON CITY COUNCIL** by **MEAGAN MERRITT, ACTING MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 30 August 2021 in the presence of:


Signature of delegate

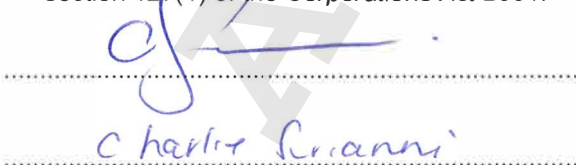

Witness

Brandon Zappia
Print name

By witnessing this Agreement, the witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.


Executed by 1097 MELTON HWY PTY LTD ACN 605 893 918 in accordance with section 127(1) of the *Corporations Act* 2001:


Charles Cranni

)
)
)
)
Signature of Sole Director and Sole Company Secretary

Print full name


Executed by **1069 MELTON HWY PTY LTD ACN 605 894 648** in accordance with section 127(1) of the *Corporations Act* 2001:


.....
Charles Siranni
.....

)
)
)
)
Signature of Sole Director and Sole Company Secretary

Print full name

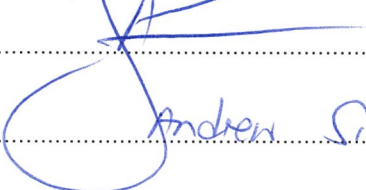
Executed by **1043 MELTON HWY PTY LTD ACN 169 964 756** in accordance with section 127(1) of the *Corporations Act* 2001:


.....
Charles Siranni
.....

)
)
)
)
Signature of Sole Director and Sole Company Secretary

Print full name

Executed by **YALE ASSETS (L&B) HOLDINGS PTY LTD ACN 610 781 756** in accordance with section 127(1) of the *Corporations Act* 2001:


.....
Andrew Siranni
.....

)
)
)
)
Signature of Sole Director and Sole Company Secretary

Print full name

MORTGAGEE CONSENT

RMBL INVESTMENTS LIMITED ACN 004 493 789 the Mortgagee identified in item 5 of Schedule 1 under the instruments of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

Signed by RMBL Investments Limited (A C N 004 493 789) by two of its duly appointed Attorneys pursuant to Power of Attorney dated 1 July 2021 and who declare that he/she has at the time of execution of this document no notice of its revocation.

.....
Signature
.....ELENA GRAYSON
Name of Attorney

.....
Signature
.....Alexine Pauline Margaret Courtney
Name of Attorney

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument/s of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 25/11/2022



Executed for and on behalf of PAYTON CAPITAL LTD

DAVID PAYTON



Kerry JARRETT

Schedule 1

Item 1 – Land	<ul style="list-style-type: none"> • Lot B Land <ul style="list-style-type: none"> ○ Certificate of Title Volume 11936 Folio 756 ○ Lot B on Plan of Subdivision 813544A ○ ICP Property P16 • Lot 5 Land: <ul style="list-style-type: none"> ○ Certificate of Title Volume 10246 Folio 575 ○ Lot 5 on Plan of Subdivision 116565 ○ ICP Property P17 • Lot 6 Land <ul style="list-style-type: none"> ○ Certificate of Title Volumes 12315 Folio 319 - 321 ○ Lots B, C and F on Plan of Subdivision 822772K ○ ICP Property P18 • Lot 7 Land <ul style="list-style-type: none"> ○ Certificate of Title Volume 12386 Folio 094 ○ Lot V on Plan of Subdivision 825755T ○ ICP Property P19
Item 2 – Precinct Structure Plan	Plumpton Precinct Structure Plan, December 2017 (Amended April 2019)
Item 3 –Infrastructure Contributions Plan	Plumpton & Kororoit Infrastructure Contributions Plan, July 2018 (Amended October 2019)
Item 4 – Permit	PA2018/5963

- 2 -

Item 5 – Mortgagee & Instrument/s of Mortgagee	<p>Lot B Land</p> <p>RMBL INVESTMENTS LTD as mortgagee under instrument of mortgage AU641226B and PAYTON CAPITAL LTD under instrument of mortgage AU796878M</p> <p>Lot 5 Land:</p> <p>RMBL INVESTMENTS LTD as mortgagee under instrument of mortgage AU641103T and PAYTON CAPITAL LTD under instrument of mortgage AU796780F</p> <p>Lot 6 Land</p> <p>RMBL INVESTMENTS LTD as mortgagee under instrument of mortgage AQ716481D</p> <p>Lot 7 Land</p> <p>RMBL INVESTMENTS LTD as mortgagee under instrument of mortgage AN833521Q.</p>
Item 6 – Caveator & Instrument of Caveat	Nil
Item 7 – Civil Maintenance Period	6 months
Item 8 – Civil Maintenance Bond Amount	5% of the cost of the works

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

A – ICP Project Number and Description	A1 – Total ICP Project Value as at 1 July 2021	B – Extent of ICP Project	CA – WIK Community Credit	CB – WIK Transport Credit	D – Timing for delivery
IN-02 North-South Road 2 and Melton Highway	\$ \$3,637,582.17	100%	NA	\$ \$3,637,582.17	Prior to Statement of Compliance for Stage 4

SCHEDULE 3 LAND PROJECTS AS PER CURRENT STAGING (SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH THE ICP AND ICO)

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner *	Land Equalisation Amount payable to Council ^
ICP Property 16 (Lot B Land)	12.26%	8.96%	Under	NA	\$968,737.88
ICP Property 17 (Lot 5 Land)	12.26%	6.71%	Under	NA	\$1,422,692.59
ICP Property 18 (Lot 6 Land)	12.26%	44.03%	Over	\$6,793,331.68	NA
ICP Property 19 (Lot 7 Land)	12.26%	2.39%	Under	NA	\$1,626,087.05

Under provider – ICP Property 16 (Lot B Land)

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Provided as per ICP (including project numbers and area)	Staged % of site	Land Equalisation Amount (in July 2021 dollars) ^
16	5	-	12.26%	-	1.0000 (LP-06)	0.00%	\$0.00
16	6	4.7987	12.26%	0.5883	0.0323 (IN-01)	35.74%	\$ 346,221.57
16	9	2.6100	12.26%	0.3200	-	19.44%	\$ 188,308.98
16	10	3.0362	12.26%	0.3722	0.3008 (IN-04)	22.61%	\$ 219,058.90
16	11	2.9820	12.26%	0.3656	-	22.21%	\$ 215,148.42
Total		13.4269		1.6461	1.3331	100.00%	\$ 968,737.88

Under provider – ICP Property 17 (Lot 5 Land)

- 2 -

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Provided as per ICP (including project numbers and area)	Staged % of site	Land Equalisation Amount (in July 2021 dollars) ^
17	5	2.8620	12.26%	0.3509	-	27.56%	\$ 392,117.32
17	5B	0.0	12.26%	0.0	-	0%	-
17	5C	0.0	12.26%	0.0	-	0%	-
17	5D	0.0	12.26%	0.0	-	0%	-
17	7	4.2780	12.26%	0.5245	-	41.20%	\$ 586,120.85
17	8	2.9140	12.26%	0.3573	-	28.06%	\$ 399,241.74
17	12	0.3300	12.26%	0.0405	1.009(SR- 01 Part)	3.18% %	\$ 3 \$45,212.69
Total		10.3840		1.2731	1.009	100.00%	\$1,422,692.59

Under provider – ICP Property 19 (Lot 7 Land)

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Provided as per ICP (including project numbers and area)	Staged % of site	Land Equalisation Amount (in July 2021 dollars) ^
19	3	3.2480	12.26%	0.3982	-	43.26%	\$ 703,416.27
19	3A	2.9950	12.26%	0.3672	-	39.89%	\$ 648,624.30
19	4	0.3487	12.26%	0.0428	0.1833 (IN-02)	4.64%	\$ 75,517.63
19	14	0.9167	12.26%	0.1124	-	12.21%	\$ 198,528.85
Total		7.5084		0.9205	0.1833	100.00%	\$ 1,626,087.05

Over Provider – ICP Property 18 (Lot 6 Land)

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA))	Provided as per ICP (including project numbers and area)	% of overprovision	Land Credit Amount (in July 2021 dollars)*
18	1	3.0530	12.26%	0.3743	-		\$0.00
18	2	2.4100	12.26%	0.2955	-		\$0.00
18	2A	0.2024	12.26%	0.0248			\$0.00
18	5A	-	12.26%	-			\$0.00
18	13	1.7030	12.26%	0.2088	5.5220 (SR-01 Part)	100%	
Total		7.3684		0.9034	5.5220	100.00%	

- * Indicative only. The Land Credit Amount payable by Council is to be calculated using valuations applicable at the date the inner public purpose land is vested.
- ^ Indicative only. The Land Equalisation Amount payable by the Owner is to be calculated using the Land Equalisation Amount applicable under the ICP and Schedule to the Infrastructure Contributions Overlay at the date of the issue of the Statement of Compliance.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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 14/11/2025 05:23:04 PM

Status	Registered	Dealing Number	AY390606B
Date and Time Lodged	10/09/2024 03:36:10 PM		

Lodger Details

Lodger Code	18478R
Name	FIRST LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	AMP HUB I 3453660

MORTGAGE

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 being mortgaged

FEE SIMPLE

Land Title Reference

12468/153

Mortgagor

Given Name(s)	GULUMSER
Family Name	BEKTAS
Given Name(s)	HASAN
Family Name	BEKTAS

Mortgagee

Name	AMP BANK LIMITED
ACN	081596009
Australian Credit Licence	234517
Address	
Street Number	33
Street Name	ALFRED



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference

AA5274

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. Without limiting any other terms of this mortgage, you are giving this mortgage and incurring obligations and giving rights under it for valuable consideration received from us and agree that this mortgage secures your obligations to pay us the secured money, which includes: 1.1 the loan amount; and 1.2 interest on the loan amount, in accordance with the terms of the Loan Details agreed with us. Nothing in this clause 2 is intended to limit or prejudice any variation to the above terms including but not limited to any increase in the loan amount, any change to repayment date(s) or the rate or calculation of interest and any fees, costs or charges which may be payable by you. 2. The provisions in the document with reference AA5274 (the Memorandum) are incorporated in this mortgage, as varied in the manner set out below: (a) Insert: 'except to the extent that we (or any of our officers, employees, contractors or agents) have acted negligently, fraudulently or with wilful misconduct': (i) at the end of part 3(b)(iii); (ii) at part 4(d): A. at the third paragraph after the words 'liable to you'; and B. at the end of last paragraph; (iii) at the start of the last paragraph at part 5; and (iv) at the end of part 8(b) in place of ', and any law that would make us liable does not apply'. (b) Delete the third bullet point as an event of default under part 4(a)(i). (c) In the second last paragraph of Part 5(b), insert 'where the outcome may have a material negative impact on the value of the property' in the last bullet point after 'body corporate'. (d) Delete 'unless you can show that it is wrong' from part 6(a) and insert 'admissible' before 'proof of the facts' in the first sentence. (e) Delete the last sentence in the second paragraph of part 7(a) and replace with: 'We will notify you if we do this. You authorise us to anything which is necessary to exercise this right.' (f) Delete the last sentence in the second paragraph of part 7(e). (g) Delete the words at part 9(a) and replace with: 'We can transfer the mortgage at any time, provided that you then have and may exercise the same rights under your mortgage against the assignee as you have against us. We do not need your consent to do so. We will provide notice of the assignment on the date of the assignment or as soon as practicable to do so provided the mortgagee's contact details materially change. For example, we will not have to provide you notice where the mortgage is transferred in connection with any securitization.' (h) Delete the second bullet point at part 10(b) in its entirety and replace with 'if the notice or other demand is sent by post, when it is received by you or seven business days after posting, whichever is the later'. (i) To the extent that any provision in the Memorandum contemplates that we, as mortgagee will exercise a discretion to approve, agree to or consent to any matter, that provision shall be interpreted so as to require us to act reasonably in the exercise of our discretion and in accordance with our legitimate interests. 3. This Memorandum contains one or more references to an off-register document, the provisions of which do not affect any of the essential terms (land, parties or term) of the Mortgage to which this Memorandum is incorporated.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. 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.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
5. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Executed on behalf of	AMP BANK LIMITED
Signer Name	JI SU LEE
Signer Organisation	FIRST LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 SEPTEMBER 2024

File Notes:

NIL

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

Statement End.



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 14/11/2025 05:23:02 PM

Status	Registered	Dealing Number	AW925699F
Date and Time Lodged	13/06/2023 01:52:03 PM		

Lodger Details

Lodger Code	18478R
Name	FIRST LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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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.

Land Title Reference

12468/153

Transferor(s)

Name	1097 MELTON HWY PTY LTD
ACN	605894648

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 311500.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	GULUMSER
Family Name	BEKTAS
Address	
Unit Type	UNIT
Unit Number	1
Street Number	57



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Name	HARTINGTON
Street Type	STREET
Locality	GLENROY
State	VIC
Postcode	3046
Given Name(s)	HASAN
Family Name	BEKTAS
Address	
Unit Type	UNIT
Unit Number	1
Street Number	57
Street Name	HARTINGTON
Street Type	STREET
Locality	GLENROY
State	VIC
Postcode	3046

Duty Transaction ID
5721594

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor 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	1097 MELTON HWY PTY LTD
Signer Name	CAROLYN LOUISE TELFER
Signer Organisation	ROWSON CONVEYANCING PTY LTD
Signer Role	LICENSED CONVEYANCER
Execution Date	13 JUNE 2023



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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	GULUMSER BEKTAS HASAN BEKTAS
Signer Name	SEDA SAGAR
Signer Organisation	J.E CONVEYANCING SERVICES
Signer Role	LICENSED CONVEYANCER
Execution Date	13 JUNE 2023

File Notes:

NIL

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

Statement End.

FINAL SEARCH STATEMENT

Land Use Victoria

Page 1 of 1

Security No : 124129935624E
Produced 14/11/2025 05:23 PM

Volume 12468 Folio 153

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 10/09/2024

STATEMENT END

Property Clearance Certificate

Land Tax



SEDA SAGAR

Your Reference:	LD:75944336-014-0.HASAN B
Certificate No:	85709403
Issue Date:	24 FEB 2025
Enquiries:	ESYSPROD

Land Address: 13 CLIPSTONE CRESCENT FRASER RISE VIC 3336						
Land Id	Lot	Plan	Volume	Folio	Tax Payable	
49873468	505	841643	12468	153	\$1,321.67	
Vendor: HASAN BEKTAS						
Purchaser: SEDA SAGAR						
Current Land Tax		Year Taxable Value (SV)		Proportional Tax	Penalty/Interest	Total
MR GULUMSER BEKTAS		2025	\$305,000	\$1,321.67	\$0.00	\$1,321.67

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$305,000
SITE VALUE (SV):	\$305,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,321.67



Notes to Certificate - Land Tax

Certificate No: 85709403

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,365.00

Taxable Value = \$305,000

Calculated as \$1,350 plus (\$305,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,050.00

Taxable Value = \$305,000

Calculated as \$305,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 85709403

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 85709403

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



SEDA SAGAR

Your Reference: LD:75944336-014-0.hasan bektas

Certificate No: 85709403

Issue Date: 24 FEB 2025

Enquires: ESYSPROD

Land Address: 13 CLIPSTONE CRESCENT FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49873468	505	841643	12468	153	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$305,000
SITE VALUE:	\$305,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85709403

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



SEDA SAGAR

Your	LD:75944336-014-0.HASAN
Reference:	BEKTAS
Certificate No:	85709403
Issue Date:	24 FEB 2025

Land Address: 13 CLIPSTONE CRESCENT FRASER RISE VIC 3336

Lot	Plan	Volume	Folio
505	841643	12468	153

Vendor: HASAN BEKTAS
Purchaser: SEDA SAGAR

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 85709403

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.


Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 85709400</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 85709400</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
--	---	--

Information Statement Certificate

Reference number

75944336-031-7

Date of issue

25 February 2025

Total amount

\$61.05

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 13 CLIPSTONE CRESCENT FRASER RISE VIC 3336

Property number 9837460000

Title(s) 505/PS841643

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY

Billers code: **8789**

Ref:

47066800000

Go to bpay.com.au



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **047066800001**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	61.05
PARKS CHARGE	87.19	Quarterly	43.60
WATER NETWORK CHARGE	N/A	Quarterly	N/A
SEWERAGE NETWORK CHARGE	N/A	Quarterly	N/A
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
TOTAL	209.28		104.65

Network charges owing to 30/06/2024	\$0.00
Network charges owing for this financial year	\$104.65
Volumetric charges owing	\$0.00
Adjustments	-\$43.60
BALANCE including unbilled network charges	\$ 61.05

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

Portion of the land could be subject to inundation at times of high storm flow. Therefore any proposed development on the property is to be referred to Melbourne Water, Land Development Team (Postal Address: GPO Box 4342, Melbourne 3001) - Telephone: 9679-7517.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,

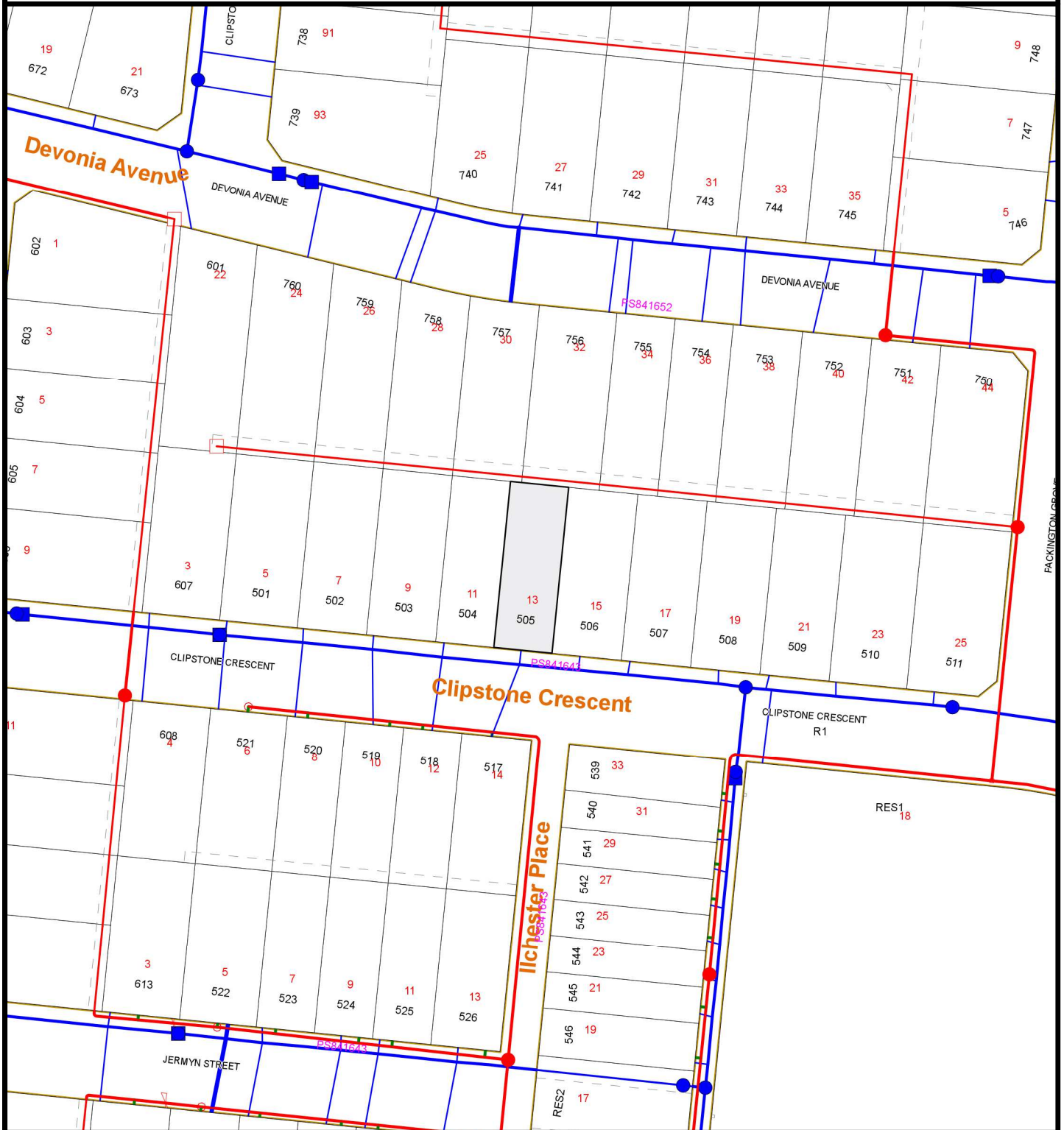
A handwritten signature in black ink, appearing to read 'R. Charrett', with a horizontal line underneath.

Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION STATEMENT PLOT

Address : **13 CLIPSTONE CRESCENT FRASER RISE VIC 3336**

Reference : **PID000647389**



Scale 1:1000
Printed on : 25/02/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 27/02/2025

Your Reference: 75944336-018-8

Rate updates (03) 9747 7333

Assessment Number: 990242

Certificate No: 130867

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 13 Clipstone Crescent FRASER RISE 3336

Title: LOT: 505 PS: 841643P V/F: 12468/153

Ward: JACKWOOD

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Capital Improved Value: \$305,000 Site Value: \$305,000 Net Annual Value: \$15,250

Effective Date: 01/07/2024 Base Date: 01/01/2024

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2024	\$1,010.13
Municipal Charge Date Levied 01/07/2024	\$164.00
Residential FSPL Fixed Charge Date Levied 01/07/2024	\$132.00
Residential FSPL Variable Charge Date Levied 01/07/2024	\$26.54
Current Rates Levied:	\$1,332.67
Rate Arrears to 30/06/2024:	\$0.00
Interest to 10/12/2024:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$666.33
Less Other Adjustments:	\$0.00
Rates & Charges Due:	\$666.34
Additional Monies Owed:	
Total Due:	\$666.34

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$399.50 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 990242 Certificate Number: 130867

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989. Local Government Act 2020 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998

Reference Number 990242

Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

Authorised Officer

ALDO

DESIGN GUIDELINES



— P.3

P.4 — P. 5

INTRODUCTION

1.1 – Purpose of the Design Guidelines

1.2 – Implementation

P.6 — P.9

COMPLIANCE PROCESS

2.1 – General Information

P.10 — P.11

SITTING AND SETBACKS

3.1 – Building Envelope

3.2 – Orientation

P.12 — P.24

DWELLING DESIGN

4.1 – Minimum Site Coverage

4.2 – Faade

4.3 – Building Materials

4.4 – Colours

4.5 – Roofing

4.6 – Garages

4.7 – Driveways

4.8 – Fencing

4.9 – Services & Ancillary Items

P.25 — P.27

LANDSCAPING

P.28

ENVIRONMENTALLY SUSTAINABLE DESIGN

P.29 — P.31

APPLICATION FORM AND CHECKLIST



— P.4

CHAPTER 01

INTRODUCTION



Encouraging diversity and
a varied, visually interesting
streetscapes.

<div>—</div> <div>1.1</div> <div>Purpose of the Design Guidelines</div>	<p>The Aldo Design Guidelines intend to protect the investment of all purchasers by ensuring a level of consistency throughout the development and maintaining a high standard of design and construction while also encouraging diversity and a varied, visually interesting streetscape.</p>
<div>—</div> <div>1.2</div> <div>Implementation</div>	<p>The Design Guidelines will be implemented on the applicable plan of subdivision and have been developed with a number of easy to understand sections providing requirements and recommendations to assist with the design of your home. Approval is required from the Design Review Panel (DRP) in order to obtain a Building Permit. The DRP will assess house plans against the design guidelines and provide approval if compliant.</p> <p>The Design Guidelines are subject to change at any time by the developer without notice. Applications to the DRP will be assessed against (and must comply with) the current version of the Design Guidelines. The final decision regarding all aspects of the Design Guidelines will be at the discretion of the DRP. The DRP also reserve the right to waive or vary any requirement of the Design Guidelines. Please note that compliance with the Design Guidelines shall be in addition to applicable statutory requirements such as Building Regulations and current energy rating standards (DRP approval is not an endorsement that plans comply with such requirements).</p>

— P.6

CHAPTER 02

APPROVAL PROCESS



"At home in Melbourne's thriving North-West."

— P. 7

-
-
- 2.1
- General information
- The following steps will assist you in completing the process required for DRP approval and construction.
1. Review the Design Guidelines and provide these to your architect and/or builder.
 2. Submit your house plans, external colour selection and completed application form and checklist (attached at the back of this document) to the DRP at drp@aldoestate.com.au
 3. The DRP will aim to provide compliance within 14 days, subject to the correct information being provided. If the design is deemed to be non-compliant, advice on how to achieve compliance will be provided to the applicant.
 4. After receiving approval from the DRP you must obtain a Building Permit from the City of Melton or an independent Building Surveyor.
 5. Construction of your dwelling must be completed within 24 months from the date of settlement. Building work must be in accordance with the approved DRP and Building Permit documents.
 6. A certificate of Occupancy must be obtained from the Building Surveyor prior to occupancy.
 7. Landscaping must be completed within 6 months of the Certificate of Occupancy.

— P. 8

Process for DRP approval



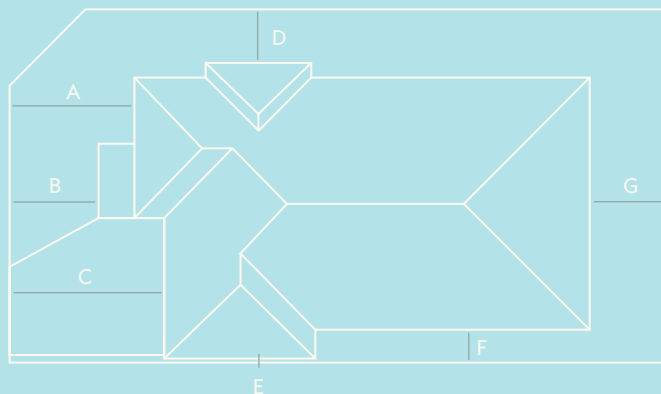
Requirements and recommendations
to assist with the design of your home.



— P.10

CHAPTER 03

SITING AND SETBACKS



- A. FRONT SETBACK: minimum 4m
- B. PORCH SETBACK: may encroach the front setback by up to 0.5m
- C. GARAGE SETBACK: minimum 5m (& at least 0.5m behind dwelling wall)
- D. SIDE STREET SETBACK: minimum 2m
- E. WALLS ON BOUNDARY: 0mm- 200mm
- F. SIDE SETBACK: minimum 1m for walls not on the boundary
- G. REAR SETBACK: minimum 2m for walls not on the boundary

Note: This is an example of setbacks.

3.1
Building Envelope

Building Envelopes have been created for all allotments and can be found on the applicable Plan of Subdivision. Lots must not be subdivided and only one dwelling is permitted per lot.

DESIGN REQUIREMENTS

3.1.1	All setbacks must comply with the Building Envelope. Where a setback requirement is not specified by the Building Envelope, Part 4 of the Building Regulations 2006 applies (excluding lots less than 300m ²).
3.1.2	Porches, verandahs and pergolas not exceeding 3.6m in height may encroach up to 1.5m into the front setback.
3.1.3	Side setback is required to be a minimum of 1.0m from at least one side boundary (excluding lots less than 300m ²) and 2.0m from the other side boundary.
3.1.4	Garages must be setback at least 5.0m from the front boundary and at least 0.5m behind the front wall of the dwelling to avoid any vehicle overhang onto the footpath.
3.1.5	Eaves, fascia and gutters may encroach front, side and rear setbacks as permitted by the Building Regulations.
3.1.6	Lots less than 300m ² must comply with the Small Lot Housing Code. Refer to Plan of Subdivision for Type A or Type B allocation.

3.2
Orientation

The orientation of your home is important to ensure utilisation of natural resources, which will provide you sustainable energy efficiencies.

DESIGN REQUIREMENTS

3.2.1	Dwellings must face the front boundary. On corner lots, the shorter street frontage is the front boundary.
3.2.2	Dwellings should be designed to maximise natural energy sources such as solar heat and cooling breezes.
3.2.3	Dwellings on rear loaded lots must be designed to address the front street or public open space, with pedestrian access (the entry) facing this primary frontage. Garages must be located at the rear to allow vehicle access from the laneway.

CHAPTER 04

DWELLING DESIGN



The facade design of each home within Aldo is an important element.

4.1
Minimum site coverage

Designs must comply with the following site coverage requirements to ensure that dwellings are in proportion with lot sizes. The minimum floor area excludes garages, porches, verandahs, balconies and similar.

DESIGN REQUIREMENTS

4.1.1	Dwellings on lots 300-450m ² must have a minimum floor area of 100m ²
4.1.2	Dwellings on lots 451-600m ² must have a minimum floor area of 140m ²
4.4.3	Dwellings on lots greater than 600m ² must have a minimum floor area of 160m ²

Facade design -
minimum separation
for similarities



- First submission received by the DRP
- You cannot have a similar façade to the blue lot if you are building on a grey lot

—
4.2
Façade

The façade design of each home within Aldo is an important element in ensuring the streetscapes are appealing and the aesthetic standards of the estate are upheld.

DESIGN REQUIREMENTS

4.2.1	Front elevations shall be designed to include windows and other features (such as verandahs, projections, varying roof form and materials) which sufficiently address the street frontage. Large areas of blank or unarticulated walls will not be permitted and the front entry should be clearly visible from the street.
4.2.2	On corner lots, the side street elevation must include sufficient detailing which matches and complements the design of the front elevation. A corner 'feature' must be included to the portion of the elevation that will be visible and unfenced. A habitable room with a clear view to the side street should be included as part of the corner feature.
4.2.3	Dwellings with identical or overly similar façades and/or colour schemes are required to be separated by a minimum of 3 lots in either direction on both sides of the street.
4.2.4	Dwelling designs must be contemporary. Modern interpretations of traditional styles will be permitted at the discretion of the DRP.
4.2.5	Floor to ceiling height must be at least 2.5m for single storey dwellings.
4.2.6	Lightweight materials (ie, fibre cement sheet) are not permitted above garage doors, windows or doors on front elevations facing a road unless it is integral to the dwelling design.
4.2.7	External windows and doors must not contain stained glass.
4.2.8	Security doors are permitted but must be plain mesh screen and of neutral colour.
4.2.9	Security roller shutters are not permitted on external windows.

— P.15

Acceptable facade designs



Traditional facade not permitted



—
4.3
Implementation

When designing the external façade of your dwelling, Aldo encourage using multiple textures and finishes to bring contrast and interest to the streetscape.

DESIGN REQUIREMENTS

4.3.1	At least 50% of the external walls (4 elevations) must be constructed from brick or a rendered finish unless approved by the DRP.
4.3.2	<p>A minimum of two materials must be used on the front façade, with 1 material allowed to constitute 70% of the façade.</p> <p>Items such as the roof, garage door or windows cannot be included as a second material.</p> <p>Note: Contrast brickwork or render may be acceptable as a second material at the discretion of the DRP</p>
4.3.3	<p>Allowable materials are:</p> <ul style="list-style-type: none">• Render• Brick• Weatherboard or composite cladding materials• Tiling• Stone• Other materials may be permitted at discretion of the DRP

—
4.4
Colours

Choosing the correct colour scheme is critical for the presentation of your home and will complement the building materials selected. Aldo strongly encourages the use of neutral colours to ensure there is consistency throughout the Estate.

DESIGN REQUIREMENTS

4.4.1	<p>External colours must be of muted, neutral or earthy tones reflecting a contemporary theme and generally consistent with the following colour palettes.</p> <p>The DRP will generally not support the use of bright or feature colours.</p>
4.4.2	<p>All external features such as gutters, downpipes, window frames and doors must be consistent or complementary to the overall colour scheme.</p>

Brickwork
Render/cladding



Roof materials
Permitted example



—
4.5
Roofing

The roof design of your home plays a pivotal role in creating the character of the streetscape. Aldo encourages creative design through the use of different shapes and angles.

DESIGN REQUIREMENTS

4.5.1	Hipped roofs must have a minimum pitch of 22 degrees.
4.5.2	Flat and/or skillion roofs will be assessed on an individual basis by the DRP, however, Flat roof forms shall incorporate appropriate parapet treatment.
4.5.3	All roofs must include minimum eaves of 450mm to the street frontage. Corner lot dwellings must include eaves to both street frontages. Eaves must return and for a minimum distance of 1.0m along the adjoining elevations. Double storey dwellings must include eave to the entire first floor.
4.5.4	Roofs must consist of either non-reflective corrugated colourbond or terracotta or concrete tiles in a flat/slim line profile.
4.5.5	Garage roofs must complement the house roof design.

Aldo encourages creative design through the use of different shapes and angles.

4.6
Garages

Garage designs shall complement the dwelling design and will provide security whilst minimising the number of cars visible in the neighbourhood.

DESIGN REQUIREMENTS

4.6.1	An enclosed garage must be provided.
4.6.2	The garage must not dominate the façade and must have a panel lift or sectional style door to the street frontage.
4.6.3	The garage must be setback at least 5.0m from the front boundary and a minimum of .84m behind the front wall of the dwelling.
4.6.4	Garage doors must not exceed 6.0m or 40% of the lot width, whichever is the lesser. For lots with a frontage of 10.5m or less, the maximum width allowable for the garage door is 4.8m.
4.6.5	Only 1 garage and crossover is permitted per lot.
4.6.6	Corner lots: Where facing the secondary street frontage, setting back the garage by at least 5.0m is recommended to avoid any vehicle overhang onto the footpath. Note: An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Note: Garages must be located adjacent to the lot boundary but are not permitted adjacent to boundaries abutting public open space.

Permitted garage door materials
sectional and panel lift



Not permitted material
roller doors



CHAPTER 04

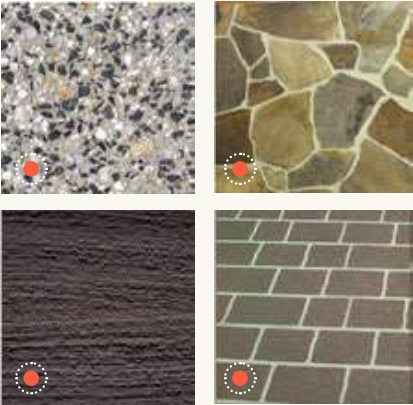
4.7
Driveways

Driveways should integrate with the front landscaping of your home and not dominate the streetscape.

DESIGN REQUIREMENTS

4.7.1	Driveways must be constructed of exposed aggregate, pavers or coloured concrete. Natural concrete is not permitted. The driveway may match the width of the garage and must taper as it approaches the front boundary. Excessive concreting is not permitted.
4.7.2	Driveways must be offset from the closest side boundary by at least 400mm to allow for a garden bed.
4.7.3	The driveway may match the width of the garage and must taper as it approaches the front boundary so that it generally matches the width of the crossover. Excessive concreting in the front yard will not be permitted.
4.7.4	The driveway must be constructed prior to occupancy.

Acceptable driveway finishes



4.8
Fencing

Installation of fencing is the responsibility of the land owner and is essential for security and distinguishing each property boundary. A consistent design approach will increase the presentation of the estate.

DESIGN REQUIREMENTS

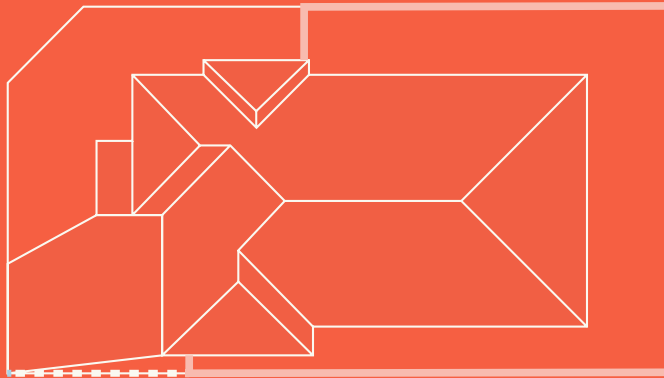
4.8.1	Boundary fencing must be constructed from timber palings with capping and exposed posts to a height of 1.8m-1.95m, tapering down to 1.2m in height along the side boundaries in the front yard (excluding corner boundaries).
4.8.2	For corner lots, it is advisable that the fencing to the side street boundary stop at least 4.0m behind the front façade and behind the corner feature.
4.8.3	Side boundary fencing must return at 90 degrees to abut the dwelling or garage (return fence). These fences, including any gates, must be constructed from capped timber palings with exposed posts to match the boundary fencing, or from an alternative timber style such as merbau slats.
4.8.4	Front fencing is not permitted.
4.8.5	Fencing must be installed prior to occupancy.

Capped timber palings
with exposed posts

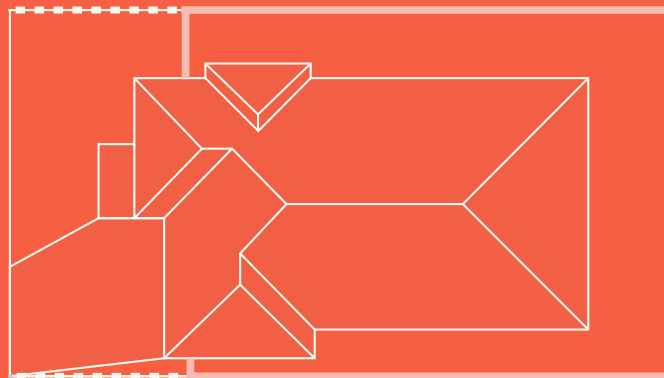


CHAPTER 04

Fencing layout
corner lot



Fencing layout
standard lot



1.8m -1.95m capped timber
palings with exposed posts



1.2m capped timber palings
with exposed posts

Residents should take pride
in maintaining their properties
and upholding a high
presentation standard.

—
4.9
Services &
Ancillary Items

The following general requirements are integral for the appearance of the neighbourhood. Residents should take pride in maintaining their properties and upholding a high presentation standard to protect the investment of all purchasers.

DESIGN REQUIREMENTS

4.9.1	All external services and ancillary items including, but not limited to; air-conditioning units, hot water services, metre boxes, washing lines, plumbing infrastructure and water tanks must be coloured and positioned to minimise visibility from the street and neighbouring properties.
4.9.2	All roof mounted fixtures including, but not limited to; TV antennae, satellite dishes, air conditioner and evaporative cooling systems must be designed and installed to minimise visibility from the street and neighbouring properties.
4.9.3	Sheds, outbuildings & similar structures must be designed and located in a way which minimises visibility and potential impact on neighbouring properties and the streetscape. A maximum floor area of 20m ² and wall height of 2.4m is permitted (3.0m to roof ridge). Sheds must be an appropriate non reflective colour.
4.9.4	Internal windows furnishings must be fitted within 3 months of occupancy. Sheets, blankets, paper or similar materials will not be permitted.
4.9.5	Commercial vehicles or trucks (greater than 1 tonne), boats or caravans are not to be stored or parked within public view.

DESIGN REQUIREMENTS

4.9.6	Advertising signage is not permitted on vacant lots. One 'House for Sale' sign (maximum size 2.0m ²) is acceptable when a purchaser is re-selling their completed dwelling and is only to be erected once Certificate of Occupancy is received.
4.9.7	Builder signs (maximum size 0.6m ²) may be erected on the property only at time of construction and must be removed immediately once construction is completed.
4.9.8	All builder rubbish during construction must be contained within a skip or industrial bin.
4.9.9	<p>National Broadband Network (NBN)</p> <p>Aldo Estate will be serviced by the NBN with all dwellings being provided access to this service. Homes must be wired in accordance with the NBN requirements in order to correctly connect to the service.</p>

— P.25

CHAPTER 05

LANDSCAPING



The secluded, yet connected nature of the estate makes it the perfect environment.

5.1

Landscaping

All front landscaping within Aldo, whether installed by the Developer or Purchaser must be compliant with the following:

DESIGN REQUIREMENTS

- 5.1.1 Landscaping to your front yard is to be completed within six (6) months of the Certificate of Occupancy.
- 5.1.2 Letterboxes must be in keeping with the style of the dwelling using similar colours and materials. Single post letterboxes are not permitted. Letterboxes are to be constructed on the front boundary next to the driveway or path.
- 5.1.3 A minimum of one semi-mature tree (1.5m height at installation and a 4.0m mature height) is required in every front garden. Trees are required to be staked, tied and mulched at installation.
- 5.1.4 A minimum of 60% of the front landscaping must be softscaped with suitable planting, turf or garden beds. Hardy native plants are highly recommended. All garden beds are to be suitably mulched with organic or inorganic mulch and all plants are to be locally sourced.
- 5.1.5 A maximum of 40% of the front landscaping is allowed to be hardscaped including the driveway and front path.
- 5.1.6 Residents must take responsibility in maintaining the nature strips/verge areas fronting their properties. This includes mowing, topdressing soil and placing seed where required.
- 5.1.7 If front landscaping is to be installed by the Purchaser, landscaping designs are required to be submitted to the DRP for approval before installation.
- 5.1.8 Species should be selected from the suggested planting list outlined in Council's 'Landscape Design Guidelines'.
- 5.1.9 All lots must accord with Council's Street Tree planting & Removal Policy as outlined in Melton Shires 'Naturestrip Guidelines Booklet'.
- 5.1.10 It is the sole responsibility of the Purchaser to maintain their front garden, including the replacement of any part of the front garden.

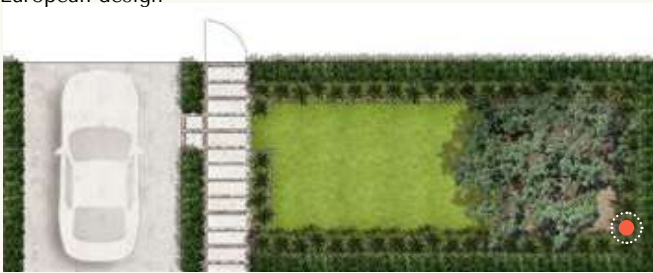
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5.1
Landscaping

FRONT LANDSCAPING DESIGN EXAMPLES

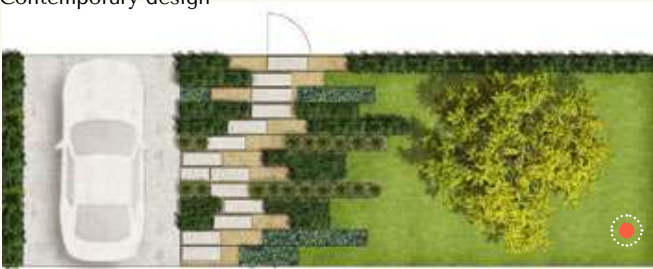
Native design



European design



Contemporary design



CHAPTER 06

ENVIRONMENTALLY
SUSTAINABLE DESIGN
(ESD)6.1
Energy Efficiency
and Lighting

DESIGN REQUIREMENTS

6.1.1	All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the rating tools such as Green Star (GBCA), NABERS and AccuRate.
6.1.2	It is encouraged that all internal light fittings such as down lights, pendants, wall mounts etc allow for compact fluorescents or LED'.
6.1.3	External light fittings must not result in excessive light spill.

6.2
Passive Design

DESIGN REQUIREMENTS

6.2.1	Locate living spaces to the north of the dwelling to facilitate solar access in winter months.
6.2.2	Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc. to prevent summer solar access.
6.2.3	Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.
6.2.4	If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

6.3
Water Efficiency

DESIGN REQUIREMENTS

6.3.1	All lots must provide a minimum 2,000L water tank for the purpose of garden irrigation and toilet flushing. Water tanks must not be visible from the street frontage (preferably slim line and coloured to blend with the adjoining wall colour.) Water tanks must be installed prior to occupation of the dwelling.
-------	--

APPLICATION FORM

LOT NUMBER Street

OWNER DETAILS

Name/s
Contact Number/s
Email
Postal Address

BUILDER DETAILS

Company
Contact Person
Contact Number/s
Email
Postal Address

APPLICATION DETAILS (if different from above)

Company
Contact Person
Contact Number/s
Email
Postal Address

ATTACHMENTS

- ☐ Site Plans (1:200)
- ☐ Floor Plans (1:100)
- ☐ Elevations
- ☐ Schedule of external colours and materials
- ☐ Completed checklist

Please complete this form and checklist (overleaf) and forward with your submission documents to the DRP for approval: DRP@aldoestate.com.au

— P.30

CHECKLIST

All setbacks and encroachments comply with Building Envelope and/or Building Regulations (if applicable)	<input type="checkbox"/>
Side setback is at least 1.0m from one side boundary (excluding lots less than 300m ²)	<input type="checkbox"/>
Garage is setback at least 5.0m from the street and at least 0.5m behind the front wall of the dwelling	<input type="checkbox"/>
Complies with the Small Lot Housing Code (if applicable)	<input type="checkbox"/>
Dwelling faces the front boundary	<input type="checkbox"/>
Minimum floor area complies	<input type="checkbox"/>
Front elevation sufficiently addresses the street	<input type="checkbox"/>
Corner elevation sufficiently addresses the street (if applicable)	<input type="checkbox"/>
No identical or similar proposals within 3 lots (to be checked by the DRP)	<input type="checkbox"/>
Dwelling design is contemporary	<input type="checkbox"/>
Minimum floor to ceiling height of 2.5m for single storey dwellings	<input type="checkbox"/>
External windows and doors do not contain stained glass	<input type="checkbox"/>
Security door contains plain mesh and is a neutral colour (if proposed)	<input type="checkbox"/>
Windows do not contain roller shutters	<input type="checkbox"/>
At least 50% of the external walls are constructed from brick or a rendered finish	<input type="checkbox"/>
Front facade contains 2 materials, with 1 material not exceeding 70%	<input type="checkbox"/>
External colours are muted, neutral or earthy tones consistent with the example palettes	<input type="checkbox"/>
External items such as gutters, downpipes and window frames are consistent with, or complementary to the overall colour scheme	<input type="checkbox"/>
Minimum 22 degree pitch for a hipped roof	<input type="checkbox"/>
Any flat roof element contains suitable parapet treatment	<input type="checkbox"/>
450mm eaves provided to the front facade (and corner elevation if applicable) with minimum 1.0m returns along the adjoining elevations	<input type="checkbox"/>
Double storey dwelling contains eaves to the entire first floor	<input type="checkbox"/>
Roof is constructed from non-reflective corrugated colorbond or roof tiles in a flat/slimline profile	<input type="checkbox"/>
Garage roof complements the main roof design	<input type="checkbox"/>

— P.31

Enclosed garage provided	<input type="checkbox"/>
Garage does not dominate the front facade and contains a sectional/panel lift door	<input type="checkbox"/>
Garage door does not exceed 6.0m or 40% of the lot width, whichever is the lesser. Maximum 4.8m for lot with a width of 10.5m or less.	<input type="checkbox"/>
Only 1 garage and crossover per lot	<input type="checkbox"/>
Driveway is constructed from exposed aggregate, pavers or coloured concrete	<input type="checkbox"/>
Minimum 400mm landscaping strip provided between the driveway and closest side boundary	<input type="checkbox"/>
Driveway tapers to generally match the width of the crossover at the front boundary	<input type="checkbox"/>
Driveway will be constructed prior to occupancy	<input type="checkbox"/>
Boundary fencing constructed from capped timber palings with exposed posts to a height of 1.8m - 1.95m, tapering down to 1.2m on side boundaries in the front yard (excluding corner boundaries)	<input type="checkbox"/>
Fencing to the side street boundary of a corner lot stops at least 3.0m behind the front facade and behind the corner feature	<input type="checkbox"/>
No front fencing will be constructed	<input type="checkbox"/>
Return fences/gates provided	<input type="checkbox"/>
Fencing will be constructed prior to occupancy	<input type="checkbox"/>
Letterbox is in keeping with the style of the dwelling and not single post design. Letterbox will be installed on the front boundary next to the driveway or path prior to occupancy.	<input type="checkbox"/>
All external services and ancillary items are coloured and positioned to minimise visibility from the street and neighbouring properties	<input type="checkbox"/>
All roof mounted fixtures are designed and installed to minimise visibility from the street and neighbouring properties	<input type="checkbox"/>
Sheds, outbuildings & similar structures designed to minimise visibility	<input type="checkbox"/>
Shed size and colour/finish compiles	<input type="checkbox"/>
Internal windows furnishings shall be fitted within 3 months of occupancy	<input type="checkbox"/>
Commercial vehicles or trucks (greater than 1 tonne), boats or caravans shall not be stored or parked within public view	<input type="checkbox"/>
Any future signage to comply	<input type="checkbox"/>
Rubbish to be contained within a skip or industrial bin during construction.	<input type="checkbox"/>
Wiring to be provided in accordance with NBN requirements	<input type="checkbox"/>



1300 253 637
ALDOESTATE.COM.AU

PROPERTY REPORT

From www.land.vic.gov.au at 28 February 2025 02:59 PM

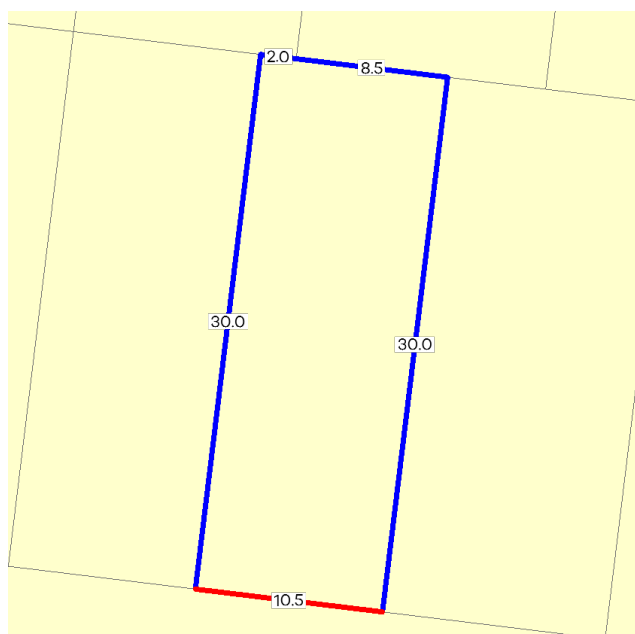
PROPERTY DETAILS

Address: **13 CLIPSTONE CRESCENT FRASER RISE 3336**
Lot and Plan Number: **Lot 505 PS841643**
Standard Parcel Identifier (SPI): **505\PS841643**
Local Government Area (Council): **MELTON**
Council Property Number: **990242**
Directory Reference: **Melway 353 J10**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 315 sq. m

Perimeter: 81 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

PLANNING INFORMATION

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

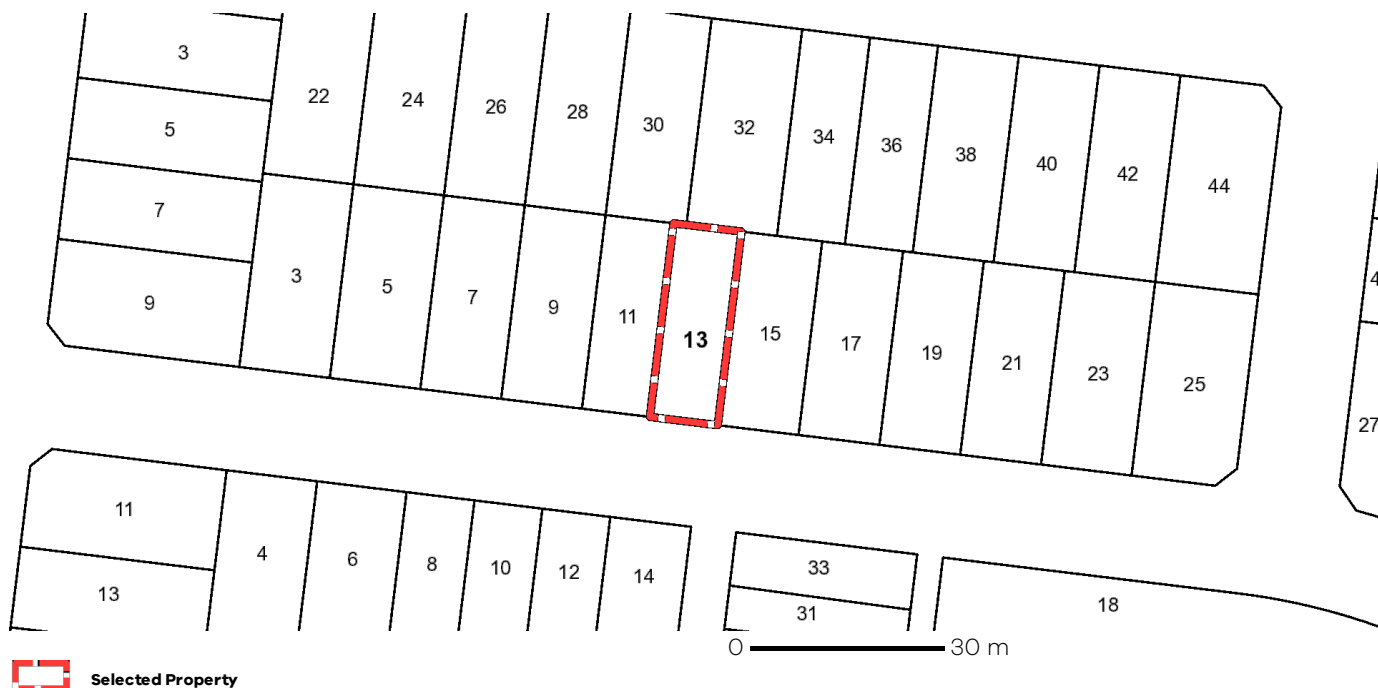
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 February 2025 02:59 PM

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[Planning Scheme - Melton](#)

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Legislative Assembly: **SYDENHAM**

OTHER

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

[View location in VicPlan](#)

Note

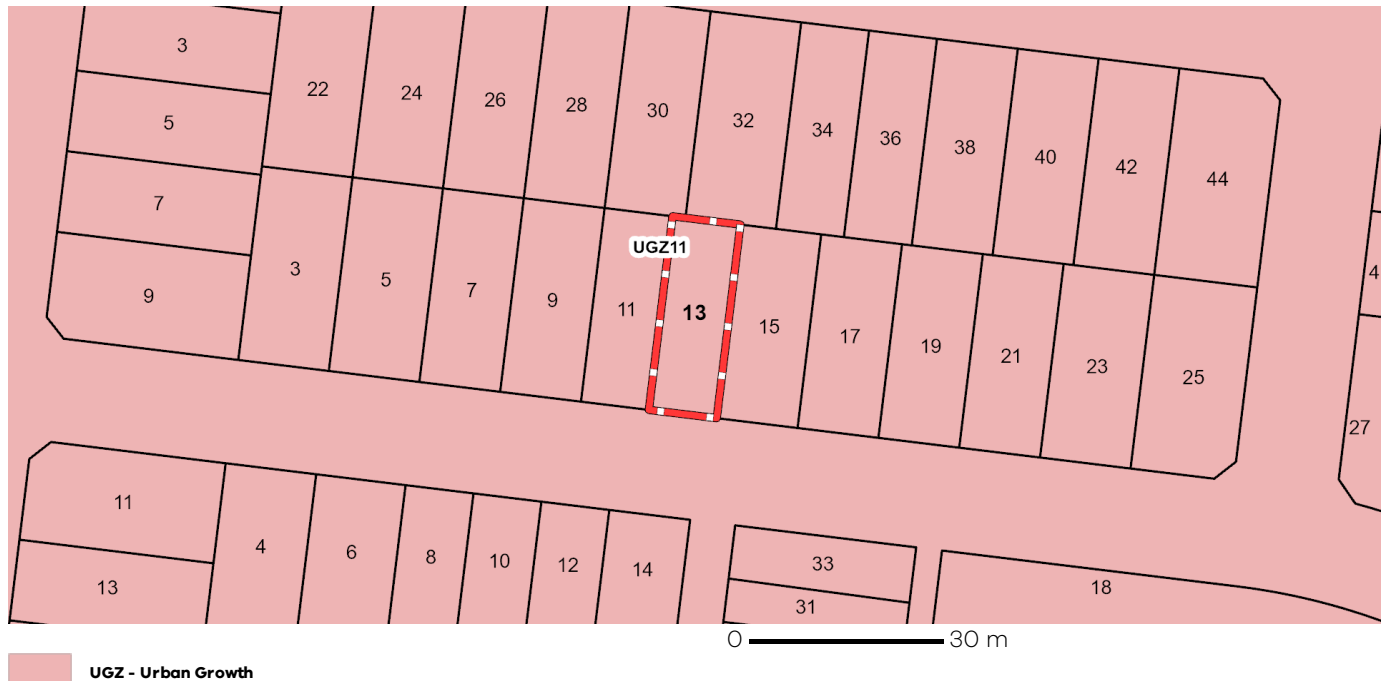
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



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

Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)



ICO - Infrastructure Contributions Overlay

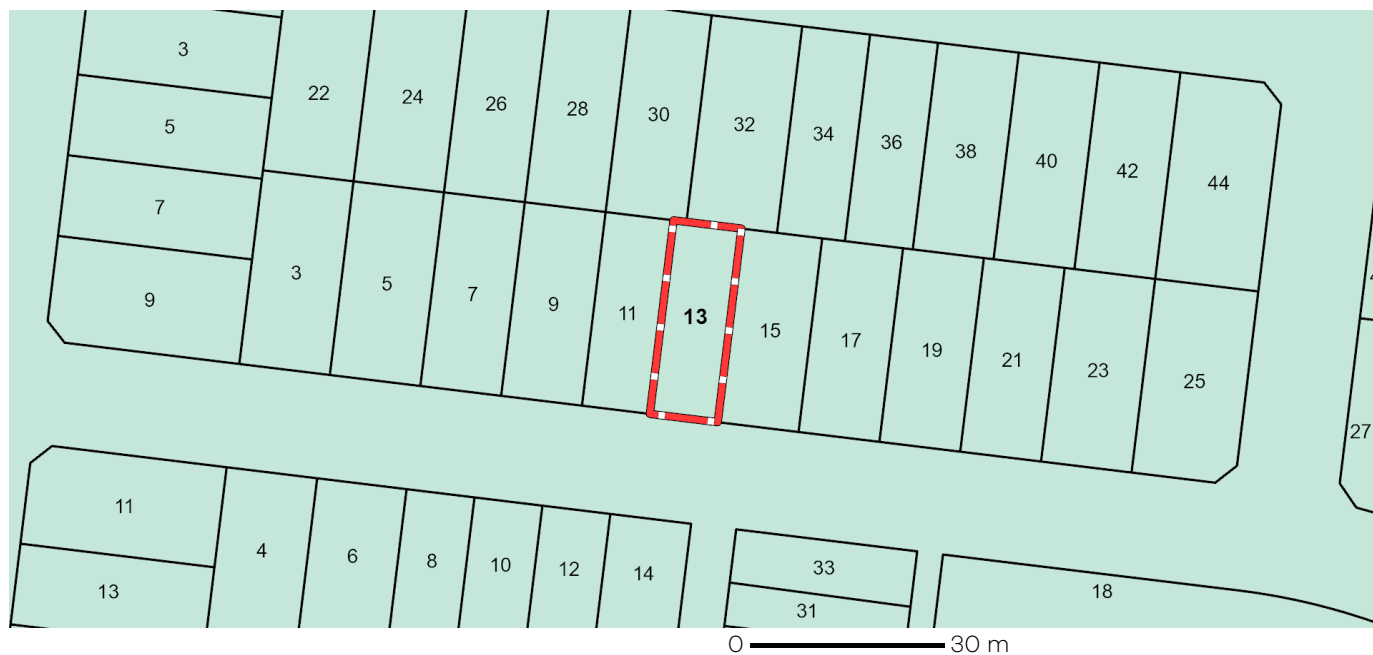
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

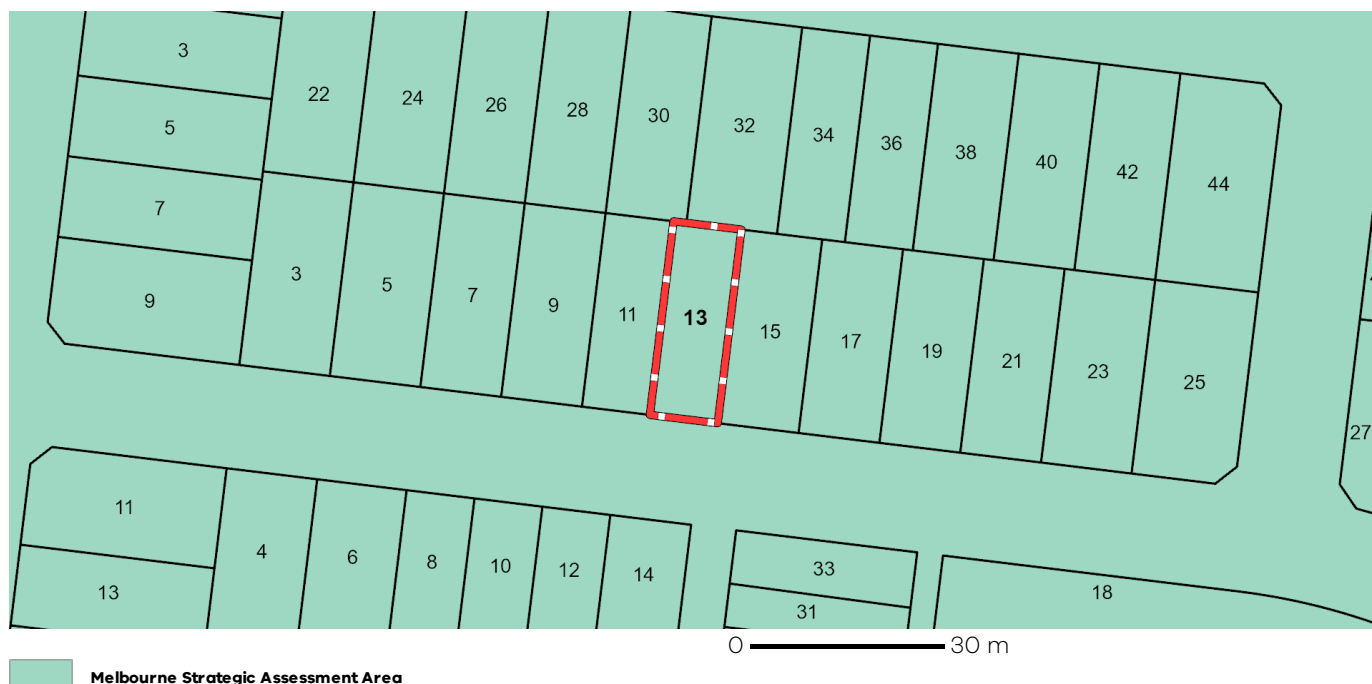
For more information about this contribution go to [Victorian Planning Authority](#)



Land added to the UGB since 2005

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>



Further Planning Information

Planning scheme data last updated on 27 February 2025.

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

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

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

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

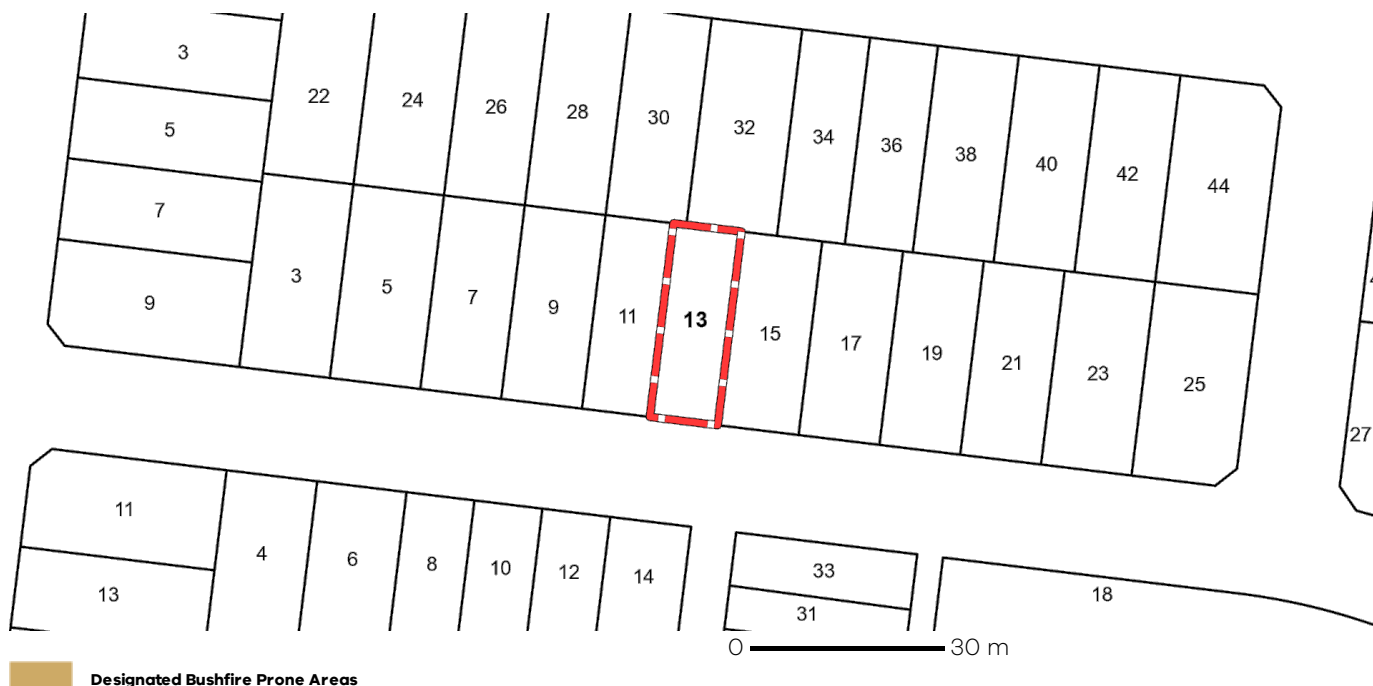
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



CERTIFICATE OF COMPLETION

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Document Pages: 135

Certificate Pages: 1

Status: Signed

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Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

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Email Address: hasanbektas1968@gmail.com

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