



marshalls + dent  
+ wilmoth lawyers

VENDOR: AA GROUP HOLDING PTY LTD (ACN 622 039 641)  
PROPERTY: 151 EASTFIELD ROAD, CROYDON  
(LOT 1 ON PROPOSED PLAN OF SUBDIVISION PS833602A)

## **CONTRACT OF SALE OF REAL ESTATE**

**marshalls+dent+wilmoth**  
Lawyers  
Level 21, 570 Bourke Street  
Melbourne Victoria 3000  
PO Box 316  
Collins St West Vic 8007  
Tel: 03 9670 5000  
Fax: 03 9642 0409  
Email: [apower@mdlw.com.au](mailto:apower@mdlw.com.au)  
Ref: APO:200587

# Contract of Sale of Real Estate

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

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

The terms of this contract are contained in the:

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

and in that order of priority.

### SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** on ...../...../2020

.....  
*Signature*

.....  
*Signature*

.....  
*Print name of person signing*

.....  
*Print name of person signing*

.....  
*State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")*

.....  
*State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")*

This offer will lapse unless accepted within 10 clear business days

**SIGNED BY THE VENDOR** on ...../...../2020

.....  
*Signature*

.....  
*Signature*

.....  
*Print name of person signing*

.....  
*Print name of person signing*

.....  
*State nature of authority if applicable  
(e.g. "director", "attorney under power of attorney")*

.....  
*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

**IMPORTANT NOTICE TO PURCHASERS**  
**COOLING-OFF PERIOD**  
*(Section 31 Sale of Land Act 1962)*

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

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

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

**EXCEPTIONS**

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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) Sale of Land Act 1962)*

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

**FURTHER NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN" SALES**  
*(Section 10F Sale of Land Act 1962)*

- The vendor is required to give notice of a proposed rescission of the contract under the sunset clause
- The purchaser has the right to consent to the proposed rescission but is not obliged to consent.
- The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract.
- The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

## Contract of Sale of Real Estate – Particulars of Sale

### Vendor's estate agent

Name:	Zenith First National Real Estate Ringwood		
Address:	144 Maroondah Hwy, Ringwood VIC 3134		
Telephone:	9870 1000 / 0438 329 625	Ref	Daniel Opalka
Email:	<a href="mailto:danielo@zenithfn.com">danielo@zenithfn.com</a>		

### Vendor

Name(s):	AA Group Holding Pty Ltd (ACN 622 039 641)
Address:	12 Marleigh Street, Vermont VIC 3133

### Vendor's legal practitioner or conveyancer

Name:	Marshalls+Dent+Wilmoth Lawyers		
Address:	Level 21, 570 Bourke Street, Melbourne VIC 3000		
Telephone:	03 9670 5000		
Email:	<a href="mailto:apower@mdlw.com.au">apower@mdlw.com.au</a>	Ref:	JSP:APO:200587

### Purchaser

Name(s):			
Address:			
Telephone:			
Email:		Tax File No.:	

### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Telephone:			
Email:		Ref:	

### Property address

151 Eastfield Road, Croydon, Victoria, 3136
---

### Land (general conditions 3 and 9)

The land is described as: Lot 1 on proposed Plan of Subdivision PS 833602A ( <b>Plan</b> ), being part of the land described in Certificate of Title Volume 8297 Folio 175
---

### Goods sold with the land (List or attach schedule)

Subject to the terms of this Contract, fixtures and fittings as inspected.
--

**Payment**

Price	\$	
Deposit	\$	Payable on or before the day of sale.
Balance	\$	Payable at Settlement

**GST (general condition 13)**

The price includes GST (if any) unless the words ' <b>plus GST</b> ' appear in this box :	
If this is a sale of a 'farming business' or 'going concern' then add the words ' <b>farming business</b> ' or ' <b>going concern</b> ' in this box:	
If the margin scheme will be used to calculate GST then add the words ' <b>margin scheme</b> ' in this box:	<b>margin scheme</b>

**SETTLEMENT (general condition 10)**

Settlement of this contract is due on the <b>later</b> of the date that is:  (a) _____ 2020; and  (b) 14 days after the Vendor's solicitor notifies the Purchaser or the Purchaser's solicitor/conveyancer in writing of the registration of the Plan by the Registrar.
---

**LEASE (general condition 1.1)**

At settlement the Purchaser is entitled to vacant possession of the property unless the words ' <b>subject to lease</b> ' appear on this box, in which case refer to general condition 1.1. If 'subject to lease' then particulars of the lease are annexed to the Section 32 Statement	
---	--

**TERMS CONTRACT (general condition 23)**

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

**ENCUMBRANCES**

This sale is NOT subject to an existing mortgage unless the words ' <b>subject to mortgage</b> ' appear in the box.	
---	--

**FINANCE APPROVAL**

This contract is NOT subject to finance unless the words ' <b>subject to finance</b> ' appear in the above box and is read in conjunction with the following:	
---	--

**LOAN (refer to general condition 14)**

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

Lender:

Loan amount:     \$

Approval date:

If the Purchaser wishes to cancel this Contract following receipt of notification that finance was not approved, then the Purchaser must, within two business days after the expiry of Approval Date, advise the Vendor accordingly in writing and in default of so doing this condition shall be deemed to have been satisfied and this Contract shall then be unconditional.

**SPECIAL CONDITIONS**

This sale does not include any special conditions unless the words '**special conditions**' appear in this box. If the sale is subject to '**special conditions**' then particulars of the special conditions are attached to the back of this contract.

**special conditions**

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

**TITLE**

**1. Encumbrances**

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the ***Sale of Land Act 1962*** in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the ***Estate Agents Act 1980***.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the ***Sale of Land Act 1962*** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the ***Building Act 1993*** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the ***Building Act 1993*** and regulations made under the ***Building Act 1993***.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the ***Building Act 1993*** have the same meaning in general condition 2.6.

**3. Identity of the land**

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 4. Services**
- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5. Consents**
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6. Transfer**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
- 7. Release of security interest**
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:



- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

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

## **9. General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## **MONEY**

### **10. Settlement**

10.1 At settlement:

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

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

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

### **11. Payment**

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

### **12. Stakeholding**

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

### **13. GST**

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### **14. Loan**

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

#### **15. Adjustments**

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

## **TRANSACTIONAL**

### **16. Time**

16.1 Time is of the essence of this contract.

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

### **17. Service**

17.1 Any document sent by:

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

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

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

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

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

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

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

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

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

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

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

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

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

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

#### **DEFAULT**

##### **26. Interest**

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

##### **27. Default notice**

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

**28. Default not remedied**

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

## SPECIAL CONDITIONS

### **1 Definitions and Interpretation**

---

#### **1.1 Definitions**

In these special conditions:

- 1.1.1 **Additional Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987 (Vic)*), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:
- (a) required by an Authority;
  - (b) required in connection with any Approval;
  - (c) reasonably and properly required for the Development;
  - (d) necessary to satisfy a Requirement; or
  - (e) required by NBN Co Limited.
- 1.1.2 **Approvals** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in connection with the Development.
- 1.1.3 **Authority** means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
- 1.1.4 **Bank** means:
- (a) an Australian-owned bank;
  - (b) a foreign subsidiary bank; or
  - (c) a branch of a foreign bank,
- on the list, current on the day of sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.
- 1.1.5 **Builder** means the building practitioner with whom the Vendor has entered into the Building Contract or such other building practitioner as the Vendor may nominate from time to time.
- 1.1.6 **Building** means any building(s) or other improvement(s) erected on the Property in connection with the Development.
- 1.1.7 **Building Contract** means the building contract under which the Builder constructed the Building.
- 1.1.8 **Business Day** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

- 1.1.9 **Certificate of Final Inspection** means a Certificate of Final Inspection (or similar certificate), as the case may be, issued under the *Building Act 1993 (Vic)* for the Property.
- 1.1.10 **Claim** means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
- 1.1.11 **Common Property** means the common property (if any) created by registration of the Plan.
- 1.1.12 **Contract** means this contract of sale and includes all enclosures and annexures.
- 1.1.13 **Deposit** means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.
- 1.1.14 **Development** means the development of the Site generally in accordance with the Planning Permit and the Plans and Specifications.
- 1.1.15 **Domestic Building Contract Act** means the Domestic Building Contract Act 1995 (Vic).
- 1.1.16 **ECNL** means the Electronic Conveyancing National Law (Victoria) under the Appendix to the *Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW)*.
- 1.1.17 **ELN** means the Electronic Lodgement Network (as defined in the ECNL).
- 1.1.18 **FIRB** means the Foreign Investment Review Board.
- 1.1.19 **General Conditions** are the conditions set out in Part 2 of the Law Institute of Victoria standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*, which form part of this Contract.
- 1.1.20 **Guarantee** means the guarantee and indemnity in the form set out in Annexure A.
- 1.1.21 **GST** means GST within the meaning of the GST Act and includes penalties and interest.
- 1.1.22 **GST Act** means the goods and services tax system which is Australian law under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and associated legislation or any amendment or replacement of that Act or legislation.
- 1.1.23 **Hazardous Materials** includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any federal, state or local statute, law, ordinance, rule or regulation, regulating or imposing liability of standards of conduct or concerning any such substance or material.
- 1.1.24 **Insolvency Event** means, in relation to a party, any of the following events:



- (a) the party has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given;
- (b) a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;
- (c) an order is made that the party be wound up;
- (d) an order is made appointing a liquidator/provisional liquidator of the party;
- (e) the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;
- (f) an order is made or a resolution is passed for the party to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (g) a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the party is appointed;
- (h) the party is or makes a statement from which it may be reasonably deduced by the other party that the party is the subject of an event described in section 459C(2) of the *Corporations Act 2001* (Cth);
- (i) any event that is analogous or having a substantially similar effect to any of the events specified in this definition; or
- (j) the party, being an individual, commits an act of bankruptcy or becomes insolvent.

1.1.25 **Interest** means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it.

1.1.26 **Law** means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

1.1.27 **Loss** means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceeding, summons, demand, notice, damage, death, personal injury, suit, judgment, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including but not limited to:

- (a) liabilities on account of any tax of any nature whatsoever;

- (b) interest and other amounts payable to third parties;
  - (c) legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
  - (d) amounts paid in settlement of any claim or action; and
  - (e) consequential loss and damage (irrespective of its nature or occurrence).
- 1.1.28 **Lot or Lots** means a lot or lots on the Plan.
- 1.1.29 **Online Duties Form** means the digital form introduced and imposed by the State Revenue Office for the purposes of assessment of duty on transfers of land.
- 1.1.30 **Owners Corporation** means any owners corporation(s) created by the registration of the Plan.
- 1.1.31 **Owners Corporations Act** means the *Owners Corporations Act 2006* (Vic) as amended from time to time.
- 1.1.32 **Owners Corporation Rules** means the model rules of the Owners Corporations Regulations and any variations or additions to them or replacement rules that are notified by the Vendor to the Purchaser in writing before the Settlement Date.
- 1.1.33 **Owners Corporations Regulations** means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.
- 1.1.34 **Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property, but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date and any special levy contemplated by special condition 18.4 which are the responsibility of the Purchaser.
- 1.1.35 **Plan** means proposed plan of subdivision PS 833602A, the current version of which is included in the Section 32 Statement, and includes any amendments or alterations made to the Plan and any restriction noted on the Plan.
- 1.1.36 **Planning Permit** means planning permit no. M/2018/385 and M/2019/583 and a copy of which is attached to the Section 32 Statement and includes any variation or amendment thereto.
- 1.1.37 **Planning Scheme** means the Maroondah Planning Scheme.
- 1.1.38 **Plans and Specifications** means the endorsed plans contained in the Section 32 Statement;
- 1.1.39 **Property** means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract; however, they all mean the property sold pursuant to this Contract.

- 1.1.40 **Property Controls** means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme and any planning permit (including the Planning Permit).
- 1.1.41 **Property Council of Australia Method of Measurement for Residential Property** means the document titled 'Method of Measurement: Residential' published by the Property Council of Australia which provides guidelines for measuring floor space in residential premises.
- 1.1.42 **Purchaser Rights** means:
- (a) claiming compensation;
  - (b) rescinding or purporting to rescind;
  - (c) calling the Vendor to amend title or bear any cost of doing so;
  - (d) delaying settlement;
  - (e) avoiding any of its obligations; and
  - (f) making any other Claims,
- under or in connection with this Contract.
- 1.1.43 **Purchaser's Proportion** means the proportion that the total lot liability of the Lot(s) sold under this Contract, as set out in the Plan (once registered) in respect of the unlimited Owners Corporation, bears to the total lot liability of all Lots in the unlimited Owners Corporation.
- 1.1.44 **Registration Period** means the period commencing on the day of sale and expiring 12 months after the day of sale.
- 1.1.45 **Registrar** means the Registrar of Titles of Victoria.
- 1.1.46 **Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001 (Cth)*.
- 1.1.47 **Requirement** means any notice, order, direction, requirement, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Property, the use of the Property or the Development irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.
- 1.1.48 **Sale of Land Act** means *Sale of Land Act 1962 (Vic)*.
- 1.1.49 **Section 32 Statement** means a statement made under section 32 of the *Sale of Land Act*, a copy of which is attached.
- 1.1.50 **Settlement Date** means the date on which the balance of the price must be paid by the Purchaser to the Vendor.
- 1.1.51 **Site** means the whole of the land comprised in the Plan and all the land described in Certificate of Title Volume 8297 Folio 175.
- 1.1.52 **Subdivision Act** means the *Subdivision Act 1988 (Vic)*.
- 1.1.53 **Takeovers Act** means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

- 1.1.54 **TA Act** means the *Taxation Administration Act 1953* (Cth).
- 1.1.55 **Vendor's Agent** means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale, or any other party nominated by the Vendor.
- 1.1.56 **Works** means all design, building and construction works that the Builder is obliged to complete:
- (a) under the Building Contract to effect completion of the Building; or
  - (b) because of a Law that applies to the Site.

## 1.2 Interpretation

In this Contract:

- 1.2.1 a reference to:
- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
  - (b) the singular includes the plural and vice versa;
  - (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
  - (d) any gender includes the other genders;
  - (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
  - (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.
- 1.2.2 including and singular expressions are not words of limitation;
- 1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and
- 1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- 1.3 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- 1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- 1.5 If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified day.
- 1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down only to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

- 1.7 If it is not possible to read down a provision as required in special condition 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

## **2 Amendment to General Conditions**

---

- 2.1 The Purchaser and the Vendor agree that if there is:
- 2.1.1 any inconsistency between the provisions of the General Conditions and special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions will prevail and have priority; and
  - 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.
- 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.
- 2.3 The General Conditions (GC) are amended as follows:
- 2.3.1 **GC5 (Consents)** is deleted and replaced with the following:

*'The Vendor must obtain all necessary consents or licences 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 the settlement date and neither party has a claim against the other in damages. This general condition does not extend to approval under the Takeovers Act nor any other consents or licences that the Purchaser is required or able to obtain.'*
  - 2.3.2 **GC7 (Release of Security)** is deleted and replaced with the following:

*'7. Release of Security Interest*

    - 7.1 This general condition applies if any part of the property is subject to a Security Interest registered under the Personal Property Securities Act 2009 (Cth). Words and phrases used in general condition 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7.*
    - 7.2 If a Security Interest in respect to any part of the Property is registered in the Personal Property Securities Register, the Purchaser is not entitled to require, or request, a deed of partial release (or such other similar document) from the secured party, releasing the Property from the Security Interest.*

- 7.3 *Notwithstanding general condition 7.2, if requested to do so in writing by the Purchaser at least 28 days prior to the settlement date, the Vendor will provide to the Purchaser at settlement a letter of comfort or similar acknowledgment from the secured party, to the effect that the Property is released from any Security Interest registered under the Personal Property Securities Act 2009 (Cth).*
- 7.4 *The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.*
- 7.5 *The Purchaser must not grant a Security Interest over any part of the property prior to the Settlement Date. The Purchaser must indemnify and hold harmless the Vendor against all claims, damages or loss incurred by the Vendor as a consequence of the Purchaser granting a Security Interest over any part of the property in breach of this condition.*
- 7.6 *If the land is sold subject to a lease and the Vendor has registered a security interest over any part of the property being sold or the tenant's property, the Vendor must, upon request in writing by the Purchaser at least 28 days prior to settlement, transfer the security interest to the Purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.'*

2.3.3 GC10.1 (b)(i) **(Settlement)** is amended to read:

*'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and'.*

2.3.4 GC10.3 **(Settlement)** is amended by adding a new sentence at the end of the condition as follows:

*'A settlement which occurs after 3pm will, unless the Vendor agrees otherwise, be treated as having occurred at 9am on the following Business Day.'*

2.3.5 GC11.1 (c) **(Payment)** is deleted.

2.3.6 GC11.2 **(Payment)** is amended by inserting an additional sentence as follows:

*'Unless the price includes GST, the reference to "the price" in this general condition 11.2 refers to the price plus any GST payable on the price.'*

2.3.7 GC11.5 **(Payment)** is amended to read:

*'For the purposes of this general condition 'authorised deposit taking institution' means a Bank'.*

2.3.8 GC13 **(GST)** is amended as follows:

- (a) the following words are inserted at the end of GC13.2:  
*'The Purchaser must pay any amount that it is required to pay under this clause in full and without deduction, set-off, withholding or counterclaim.'*
- (b) the following new sub-paragraph is added to GC13.8:  
*'any term used in this General Condition has the meaning given in the GST Act.'*
- (c) the following new sub-clauses are added as GC13.9 and GC13.10:  
*'13.9 Despite any other provision of this Contract, if either party is required to reimburse to the other any costs, expenses or other amounts (or the part) that the other party has incurred in connection with this Contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.*  
*13.10 The amount recoverable on account of GST under this clause by the Vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the Purchaser under this clause.'*

2.3.9 GC14 (**Loan**) is amended by adding the following words in a new paragraph immediately following GC14.2(d): *"If the Purchaser is permitted to end this contract in accordance with general condition 14.2, but does not give the Vendor a written notice in accordance with general condition 14.2(c), the Purchaser shall be deemed to have obtained a loan for the amount specified in the particulars of sale and this contract shall become unconditional."*

2.3.10 General condition 15A (**Foreign Resident Capital Gains Withholding**) is added:

*"15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.*

*15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.*

- 15A.3 *This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.*
- 15A.4 *The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.*
- 15A.5 *The purchaser must:*
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and*
  - (b) ensure that the representative does so.*
- 15A.6 *The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:*
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;*
  - (b) promptly provide the vendor with proof of payment; and*
  - (c) otherwise comply, or ensure compliance, with this general condition;*
- despite:*
- (d) any contrary instructions, other than from both the purchaser and the vendor; and*
  - (e) any other provision in this contract to the contrary.*
- 15A.7 *The representative is taken to have complied with the obligations in general condition 15A.6 if:*
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and*
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.*



- 15A.8 *Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.*
- 15A.9 *The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.*
- 15A.10 *The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount."*

2.3.11 General condition 15B (**GST Withholding**) is added:

- "15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.*
- 15B.2 *This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.*
- 15B.3 *The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.*
- 15B.4 *The purchaser must:*
- (a) *engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and*
  - (b) *ensure that the representative does so.*

- 15B.5 *The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:*
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;*
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and*
  - (c) otherwise comply, or ensure compliance, with this general condition;*
- despite:*
- (d) any contrary instructions, other than from both the purchaser and the vendor; and*
  - (e) any other provision in this contract to the contrary.*
- 15B.6 *The representative is taken to have complied with the requirements of general condition 15B.5 if:*
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and*
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.*
- 15B.7 *The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:*
- (a) so agreed by the vendor in writing; and*
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.*
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:*
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and*

- (d) *give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.*
- 15B.8 *The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.*
- 15B.9 *A party must provide the other party with such information as the other party requires to:*
  - (a) *decide if an amount is required to be paid or the quantum of it, or*
  - (b) *comply with the purchaser's obligation to pay the amount,**in accordance with section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.*
- 15B.10 *The vendor warrants that:*
  - (a) *at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and*
  - (b) *the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.*
- 15B.11 *The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:*
  - (a) *the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or*

- (b) *the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth)*

*The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.*

*15B.12 This general condition will not merge on settlement."*

2.3.12 GC19 (**Liability of Signatory**) is amended to read as follows:

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

2.3.13 GC20 (**Guarantee**) is amended to read as follows:

*'If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute Purchaser which is a company other than a public company, the Purchaser must procure the execution of the Guarantee by:*

(a) *each of its directors; or*

(b) *a listed company of which the Purchaser is a subsidiary,*

*at the Purchaser's expense and deliver it to the Vendor together with the executed contract.'*

2.3.14 GC21 (**Notices**) is amended to read:

*'The Purchaser will, at its own expense, comply with any notice, order, demand or levy imposing liability on the Property that is issued or made on or after the day of sale (other than those relating to recurring Outgoings and those relating to the Development and the registration of the Plan).'*

2.3.15 GC24.2 to 24.6 (inclusive) (**Loss or Damage**) are deleted.

2.3.16 GC25 (**Breach**) is amended by adding the following new paragraph at the end of the condition:

*'The Purchaser acknowledges that reasonably foreseeable loss includes the following items:*

(a) *expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;*

(b) *the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and*

(c) *any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property.'*

- 2.3.17 GC28 (**Default not remedied**) is amended by including a new paragraph 28.6 as follows:

*'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'*

### **3 Deposit**

---

- 3.1 The Deposit monies paid or payable under this Contract must not exceed 10 per cent of the purchase price. The Deposit must be paid to the Vendor's solicitor named in this Contract to be held on trust for the Purchaser in the Vendor's solicitor's trust account until the registration of the Plan.
- 3.2 If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's solicitor to invest (at its discretion) the Deposit in an interest bearing trust account and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 3.3 Upon registration of the Plan, the Deposit will be held or invested by the Vendor's solicitor upon the terms set out in this special condition as stakeholder for the parties.
- 3.4 Within 7 days after the day of sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's solicitor or to the Vendor's solicitor's bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's solicitor verification of this. The Purchaser acknowledges that if it fails to provide a tax file number, withholding tax may be deducted from Interest earned on the invested Deposit at the top marginal rate.
- 3.5 If the Purchaser fails to provide its tax file number and withholding tax is deducted from the Interest earned on the Deposit, then where the Vendor becomes entitled to the Interest, the Purchaser must also pay to the Vendor the amount of any withholding tax that has been deducted.
- 3.6 If the Purchaser breaches special condition 3.4, and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's solicitor or to the Bank prior to receiving the Interest, whereupon the Interest will be payable to the Purchaser.
- 3.7 The Purchaser and the Vendor shall not make any Claim against the Vendor's solicitor for any matter arising out of this special condition.

### **4 Not Used**

---

This special condition has not been used.

### **5 Nomination**

---

#### **5.1 Nomination**

The Purchaser shall not be entitled to nominate an additional or substitute purchaser unless:

- 5.1.1 the Purchaser is not in breach of this Contract;

- 5.1.2 at least 10 Business Days before the Settlement Date the Purchaser delivers to the Vendor's legal practitioner:
- (a) a deed of nomination in a form approved by the Vendor and executed by the additional or substitute purchaser and the Purchaser;
  - (b) if the additional or substitute purchaser includes a corporation, a guarantee signed by the directors and any ultimate holding company of that corporation (as defined in the Corporations Act) in the form of the Guarantee; and
  - (c) a cheque payable to the Vendor's legal practitioner for \$275 being their costs for advising the Vendor on compliance with this special condition and conducting any necessary checks or searches in relation to the additional or substitute purchaser; and
- 5.1.3 the additional or substitute purchaser is not required to give notice of its intention to purchase the Property under section 26A of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

## 5.2 Purchaser's liability

- 5.2.1 The Purchaser remains liable under this Contract even if the Purchaser nominates an additional or substituted purchaser.
- 5.2.2 The Purchaser indemnifies the Vendor against any Claim, action, loss, damage, liability or cost that may be brought against the Vendor or which the Vendor may pay sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition 5.

## 6 Registration of Plan

---

- 6.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.
- 6.2 The Vendor will at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 6.2 will not be taken to require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined within the meaning of the *Domestic Building Contracts Act 1995 (Vic) (DBC Act)*.
- 6.3 Subject to the relevant provisions of the *Sale of Land Act 1962 (Vic)*, if the Plan is not registered within the Registration Period then either party will have the right to rescind this Contract by giving notice in writing to that effect to the other party prior to the Plan being registered.
- 6.4 If this Contract is rescinded under special condition 6.3:
- 6.4.1 all moneys paid under this Contract will be refunded to the Purchaser;
  - 6.4.2 unless otherwise provided for in this Contract, neither party will have any action right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure registration of the Plan.

- 6.5 Pursuant to Section 10F of the Act, the parties acknowledge and agree that:
- 6.5.1 the Vendor is required to give notice of a proposed rescission of the Contract under this special condition 6 (in accordance with Section 10B of the *Sale of Land Act 1962 (Vic)*); and
  - 6.5.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
  - 6.5.3 the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
  - 6.5.4 the Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.

## **7 Amendments to Plan**

---

- 7.1 Subject to section 9AC of the *Sale of Land Act 1962 (Vic)*, the Vendor may make such alterations to the Plan that the Vendor considers necessary or desirable to:
- 7.1.1 accord with surveying practice;
  - 7.1.2 increase or decrease the number or size of the Lots;
  - 7.1.3 comply with any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them; or
- 7.2 The Purchaser acknowledges and agrees that section 10(1) of the *Sale of Land Act 1962 (Vic)* does not apply to this Contract in respect of:
- 7.2.1 any alterations to the Plan made by the Vendor pursuant to special condition 7.1; and
  - 7.2.2 the final location of an easement shown on the certified Plan.
- 7.3 The Purchaser will accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan.
- 7.4 The Purchaser acknowledges that the street address of the Property may change if required by an Authority. The Purchaser must not exercise any of the Purchaser Rights on the grounds of any change to the street address of the Property.
- 7.5 Subject to section 9AC of the *Sale of Land Act 1962 (Vic)*, the Purchaser agrees not to make any objection, requisition or exercise any of the Purchaser Rights because of:
- 7.5.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially affect the Purchaser;
  - 7.5.2 any alleged misdescription of the Land or deficiency in its area or measurements;
  - 7.5.3 any renumbering of Lots on the Plan; or
  - 7.5.4 any alteration to the Plan referred to in special condition 7.1.

## **8 Caveat**

---

- 8.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the land described in the particulars of sale, or the Property, prior to the Settlement Date.
- 8.2 The Purchaser acknowledges that this special condition is an essential term of the Contract, breach of which (without prejudice) to any other rights that the Vendor may have with respect of the breach will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand as the damages suffered by the Vendor up to the date on which the caveat is withdrawn.
- 8.3 The Purchaser appoints the Vendor's solicitors as its attorney to withdraw any such caveat or sign a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

## **9 Disclosure of Surface Level Works**

---

- 9.1 The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act 1962 (Vic)* that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as that Lot which:
- 9.1.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
- 9.1.2 are at the date of this Contract have been carried out, are being carried out, or at the date of this Contract are proposed to be carried out on that land,
- are set out in the Plan as well as the Plans and Specifications.

## **10 Owners Corporation**

---

### **10.1 Creation of Owners Corporation**

- 10.1.1 The Purchaser acknowledges that an Owners Corporation will be created upon registration of the Plan and that the Vendor may make changes to the Plan to facilitate the creation of an Owners Corporation on registration of the Plan.
- 10.1.2 Any Owners Corporation created in accordance with special condition 10.1.1 may be a limited owners corporation or an unlimited owners corporation in accordance with the *Owners Corporation Act 2006 (Vic)*.

### **10.2 Restriction of Rights**

While the Vendor remains the owner or occupier of any Lot or Lots on the Plan or any part of the Site, the Purchaser agrees to the extent permitted at law that:

- 10.2.1 the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as to:
- (a) hinder the completion of the construction of the Development or any future stage of the Development of any part of the Site; or



- (b) hinder the further subdivision or disposal of the Common Property or any Lots under section 32 of the Subdivision Act; or
- (c) delay, impede or prevent the granting of any planning or other approval for the Development or the future development of any part of the Site; or
- (d) hinder the Vendor's marketing activities; or
- (e) be contrary to the reasonable directions of the Vendor from time to time; or
- (f) delay, impede or prevent the passage of the special resolution to adopt the proposed Owners Corporation Rules or such other rules as the Vendor may wish to be adopted; or
- (g) revoke the appointment of a manager, caretaker or letting agent by the Owners Corporation, whether or not the manager, caretaker or letting agent is a Related Body Corporate of the Vendor; and

10.2.2 the Purchaser will exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time.

### 10.3 Vendor may conduct activities

10.3.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots on the Plan or any part of the Site, the Vendor and persons authorised by the Vendor may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office or facility or both or representatives of the Vendor and their representatives.

10.3.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in its efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs, public auctions and the use of the Common Property provided that the Vendor must at all times display reasonable consideration for the comfort and convenience of the Purchaser.

10.3.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser agrees (and the Purchaser must cause the Purchaser's tenants to comply) that they must not cause any nuisance which may hinder the marketing and sale of the Lots.

- 10.3.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property without the written consent of the Owners Corporation(s) or the Vendor. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 10.3.4.
- 10.3.5 This special condition 10.3 will not merge on settlement, but will continue in full force and effect.

#### 10.4 **Owners Corporation Rules**

- 10.4.1 The Purchaser acknowledges and agrees that:
- (a) it has read and understood the Owners Corporations Rules and admits that the Property is sold subject to:
    - (i) the lot entitlement and lot liability and all other information set out in the Plan; and
    - (ii) the provisions of the Owners Corporations Act and Owners Corporations Regulations as amended from time to time;
  - (b) the Vendor may make changes to the Owners Corporation Rules on or before the Settlement Date that are determined by the Vendor to be in the interests or furtherance of the Development or otherwise desired by the Vendor (acting reasonably) or replace them completely with a different set of rules before they are adopted;
  - (c) the Vendor proposes (but is not obliged) to cause the Owners Corporation to pass a special resolution or resolutions to adopt the proposed Owners Corporation Rules and the Purchaser is bound by those rules; and
  - (d) the Owners Corporation Rules or such other rules as are adopted will not apply to or be enforceable against the Vendor or the Builder (or their respective agents, employees and contractors and related bodies corporate) where to do so would delay, impede or prevent the repair works, the ongoing Works or the marketing activities being carried out.
- 10.4.2 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly, or indirectly hinder, delay, impede, object or prevent the Vendor from exercising its rights under this special condition.

#### 10.5 **Common Property**

- 10.5.1 If the Plan includes Common Property, the Purchaser acknowledges and agrees that:
- (a) the Vendor may, or may permit or cause the Owners Corporation to:

- (i) install, affix or erect structures of whatever nature including but not limited to any marketing or promotional materials or signage on or to the roof or walls of any parts of the Common Property;
- (ii) install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and, other electronic equipment and facilities on any part of the Common Property as would be reasonably required for a project of the scale of the Development;
- (iii) screen or fence off parts of the Common Property;
- (iv) grant leases or licences of parts of the Common Property on such terms and conditions as the Vendor or Owners Corporation sees fit;
- (v) change the area of the Common Property;
- (vi) create or reserve such easements or reservations over areas of the Common Property as may be necessary to give effect to and to protect the rights of ownership of and access to equipment and facilities within such areas;
- (vii) enter into any agreements contemplated by or arising out of the Planning Permit;
- (viii) enter into long-term agreements for the supply of utilities to the Site.

10.5.2 The Purchaser must not exercise any of the Purchaser Rights including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of anything contemplated by special condition 10.5.

## 10.6 Owners Corporation Authorisations and Agreements

The Purchaser acknowledges and agrees that:

10.6.1 the Vendor may (but is not obliged to) cause the Owners Corporation to (and pass the necessary resolution or resolutions where it is necessary to do so):

- (a) grant to the Vendor or third parties a licence and/or lease for signage and other purposes related to or complementary to the Development;
- (b) grant to, or give effect to the rights of, the Vendor as contemplated in this Contract.

10.6.2 the Purchaser will not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition.

---

## 11 Environmental matters

On and from the Settlement Date, the Purchaser:

- 11.1 agrees to release the Vendor absolutely in respect of:
- 11.1.1 the presence of Hazardous Materials on the Site and anything incidental to them and agrees to comply with all relevant legislation, all Property Controls and the requirements of any relevant Authority in respect of them; and
  - 11.1.2 all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Site, including actions based on injury to any person or property; and
- 11.2 waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

## **12 Encumbrances**

---

### **12.1 Subject to all Laws**

The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of any planning scheme.

### **12.2 Planning Permit**

12.2.1 The Purchaser acknowledges that it has read and understood the Planning Permit including the restrictions set out therein. It also agrees and acknowledges that the Vendor may, after the day of sale, apply for an amendment to the Planning Permit or the relevant planning scheme (or may have already done so prior to the Day of Sale).

12.2.2 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of any matter connected with the Planning Permit or this special condition 12.2.

### **12.3 Easements**

The Purchaser:

12.3.1 admits that the Property is sold subject to the provisions of the Subdivision Act; and

12.3.2 buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including:
  - (i) All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Section 32 Statement;
  - (ii) Any easements and restrictions created by the Plan;
  - (iii) The provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Development including but not limited to an agreement under Section 173 of the Planning and Environment Act 1987 (Vic) including arising out of the Planning Permit (as amended from time to time);

- (iv) The requirements of any planning permit affecting the Property, including the Planning Permit (as amended from time to time);
  - (v) Any lease, licence or other right of occupation granted by the Owners Corporation(s) or to be granted by the Owners Corporation(s) before the Settlement Date;
  - (vi) The Owners Corporation Rules; and
  - (vii) All other encumbrances and like restrictions disclosed or contemplated by this Contract.
- (b) any service easements affecting the Common Property;
  - (c) s173 Agreement contained in the Section 32 Statement (even if it is unsigned as at the day of sale); and
  - (d) the rights of the Vendor under special condition 12.4.
- 12.3.3 The Purchaser must not make any requisition or objection or exercise the Purchaser's Rights in relation to any other matter referred to or contemplated by this special condition 12.3.

**12.4 Additional Restrictions**

- 12.4.1 The Purchaser acknowledges that as at the day of sale and the Settlement Date, not all of the Additional Restrictions may have been entered into, granted or finalised.
- 12.4.2 The Vendor may enter into, grant or finalise any Additional Restriction on or after the day of sale.
- 12.4.3 The Vendor does not however give any assurance:
- (a) as to the nature of the Additional Restriction;
  - (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
  - (c) when any Additional Restriction will be entered into or granted.
- 12.4.4 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:
- (a) agrees to accept and observe an Additional Restriction; and
  - (b) acknowledges that the Additional Restriction runs with the land.
- 12.4.5 Subject to the Purchaser's rights under the *Sale of Land Act 1962 (Vic)*, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

**13 Building works**

---

**13.1 Building Contract**

The Purchaser acknowledges that:

- 13.1.1 the Vendor was not the Builder of the Works;
- 13.1.2 the Building, including the Property, was constructed under the Building Contract and the construction of the Property was generally in accordance with the Plans and Specifications; and
- 13.1.3 this Contract is not a major domestic building contract for the purposes of the DBC Act.

**13.2 Completion of Works on the Property**

The Purchaser acknowledges and agrees that:

- 13.2.1 the issuing of the Certificate of Final Inspection for the Property is conclusive evidence that the Works on the Property are completed;
- 13.2.2 the Vendor may access the Site to undertake works on or around the Site (and undertake those works) after the day of sale in order to comply with the Planning Permit, as required by Council.

**13.3 Defective Work**

Without limiting special condition 13.3, the Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection, delaying settlement, withholding money or claiming compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

**14 Not Used**

---

This special condition has not been used.

**15 Not Used**

---

This special condition has not been used.

**16 Vendor's right to terminate**

---

**16.1 Requirements**

Subject to the Sale of Land Act, if at any time the Vendor (acting reasonably) determines that the Plan will not be, or is unlikely to be, registered by the expiry of the Registration Period, the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition 16.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded.

**16.2 Benefit of this special condition**

Special condition 16.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

**16.3 No compensation**

If this Contract is terminated or rescinded by the Vendor under this special condition 16, neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

## **17 Vendor Financing**

---

The Vendor may at any time prior to the Settlement Date, mortgage, assign or charge any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

## **18 Adjustment of Outgoings**

---

- 18.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser as at the Settlement Date on the basis that they have or will be paid by the Vendor. Despite this special condition, the Vendor is only obliged to pay the Outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.
- 18.2 If the Property is not separately assessed on the Settlement Date, then the Outgoings will be adjusted between the Vendor and the Purchaser on the basis that the Purchaser is liable for the Purchaser's Proportion of the Outgoings, or such other basis as reasonably determined by the Vendor.
- 18.3 The Vendor may, but is under no obligation to do so, provide the Purchaser with a statement of or a format for a statement of adjustments. If the Vendor issues a statement of or format for the statement of adjustments:
- 18.3.1 this will be adopted and accepted by the Purchaser except in cases of manifest error; and
- 18.3.2 if settlement does not occur on the date set out in the statement of adjustments, the Purchaser will readjust and deliver the adjustments to the Vendor's solicitor with changes to the amounts but otherwise adopting the same format as the statement of adjustments provided by the Vendor.
- 18.4 The Purchaser must pay any special fee or charge levied on the Vendor on or after the day of sale by the Owners Corporation under the Owners Corporations Act or Owners Corporation Regulations. The special fee or charge will not be subject to apportionment between the Vendor and the Purchaser.
- 18.5 The Purchaser must allow, by way of an adjustment at settlement, the Purchaser's Proportion of any amount paid by the Vendor to or on behalf of the Owners Corporation in respect of premiums for insurances required to be effected under the Owners Corporation Act, the Subdivision Act or the Owners Corporation Regulations.
- 18.6 The Purchaser acknowledges and agrees that the Purchaser will be liable for all costs associated with connection of electricity, water, gas (if applicable), data and telephone (**Utilities**) to the Property and the Vendor is under no obligation to arrange for connection of the Utilities. If the Vendor does arrange for the connection of any or all of the Utilities, the Purchaser must allow, by way of an adjustment at settlement, the cost incurred by the Vendor in arranging the connection.

## **19 Land Tax**

---

- 19.1 **Land Tax**

Despite any clause in this Contract, the parties agree that land tax must be adjusted between the parties on the full amount assessed by the State Revenue Office in relation to the Site on 31 December of the year preceding the Settlement Date, regardless of whether land tax would be payable on a single holding basis and regardless of whether or not the State Revenue Office has grouped together the Property with other property owned by the Vendor or imposed any surcharge. The parties agree that land tax will be apportioned on the basis that the Purchaser is liable for the Purchaser's Proportion of the land tax, or such other basis as reasonably determined by the Vendor.

## 19.2 Additional Land Tax Liability

19.2.1 The Purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this contract by not completing this Contract on the date set out in this contract; and
- (b) if as a result of the Purchaser's breach, completion of this contract takes place on a date that is after 31 December in the year that completion of this contract is due to take place (**Settlement Year**); then;
- (c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
- (d) the additional land tax which the Vendor will incur in accordance with this special condition (**Extra Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor are entitled to compensation from the Purchaser.

19.2.2 If special condition 19.2.1 applies, then, on the Settlement Date, the Purchaser must, in addition to the balance of the price payable to the Vendor under this contract, pay to the Vendor the Extra Land Tax (**Amount Paid**).

19.2.3 The parties agree that if the Extra Land Tax as assessed by the Commissioner of State Revenue is:

- (a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
- (b) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within seven days of being served with a written demand for such payment.

## 20 Value of Land

---

20.1 The Vendor agrees that it will provide the Purchaser with all information and do all things as may be reasonably required by the Purchaser or by the Commissioner of State Revenue to comply with the prevailing stamp duty rulings in relation to the assessment and payment of duty on the transfers of the Property under this Contract as contemplated under section 21 (3) of the *Duties Act 2000* (Vic).

20.2 The Purchaser acknowledges and agrees that:



- 20.2.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with this sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations;
- 20.2.2 the Vendor will not be obliged to provide the Purchaser with a copy of the relevant stamp duty declaration required by the Commissioner of State Revenue earlier than one week prior to the Settlement Date;
- 20.2.3 the Vendor may elect to use the fixed percentage method or alternative method for the purposes of calculating the stamp duty;
- 20.2.4 it is liable to pay any amount of duty assessed by the State Revenue Office; and
- 20.2.5 it will not exercise any of the Purchaser Rights including making any objection, requisition or claim or delaying settlement because of the amount of stamp duty assessed.

---

**21 Not Used**

This special condition has not been used.

---

**22 Execution of Necessary Documents**

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or, desirable or reasonable to give effect to this Contract.

---

**23 FIRB Approval**

The Purchaser warrants to the Vendor that:

- 23.1 the Purchaser is not prohibited by or under any Law including without limitation the Takeovers Act from entering into or completing this Contract; and
- 23.2 any approval:
  - 23.2.1 required under the Takeovers Act;
  - 23.2.2 required under any foreign investment policy guidelines of the Commonwealth Government; or
  - 23.2.3 required from any person or Authority or under any Law,in connection with this Contract has been obtained or that a statement of non-objection in connection with the Takeovers Act or the guidelines has been obtained.
- 23.3 The Purchaser agrees to indemnify the Vendor in respect of any loss, damage, penalty or costs incurred by the Vendor as a result of any breach of the Takeovers Act in connection with the purchase of the Property by the Purchaser.

---

**24 Section 32 Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32 of the *Sale of Land Act 1962* (Vic) (as amended).

## **25 No Warranties**

---

The Purchaser acknowledges that it:

- 25.1 accepts the Property with all Property Controls and Approvals;
- 25.2 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
- 25.3 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment; and
- 25.4 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this Contract.

## **26 Trust**

---

If the Purchaser is buying the Property as trustee of a trust (**Trust**) then:

- 26.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 26.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;
- 26.3 if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser and must execute the Guarantee attached to this Contract;
- 26.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 26.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **27 Whole Agreement**

---

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

## **28 Indemnity**

---

Subject to any provision to the contrary in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any Claim howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring thereon.

## **29 Vendor to assign**

---

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor (or entitled to become the registered proprietor) of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under this Contract are assigned. The Purchaser must not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand in respect of any of the matters set out in this special condition.

## **30 No Merger**

---

Any provision of this Contract, which is capable of taking effect after completion of this Contract, will not merge on completion but rather will continue in full force and effect.

## **31 Electronic Conveyancing**

---

### **31.1 E-conveyancing definition**

In this special condition 31:

31.1.1 **Electronic Settlement** means settlement of this Contract in accordance with special condition 31.3; and

31.1.2 **Electronic Workspace** means an electronic environment for the exchange of information, communications and notices between parties to the workspace, for the purposes of effecting electronic transactions in accordance with this special condition 31, the ECNL and any requirements of the ELN.

### **31.2 Trigger for Electronic Settlement**

31.2.1 Special condition 31.3 applies unless the parties agree in writing that it is not possible for Settlement to be conducted electronically in accordance with the ECNL.

31.2.2 The Purchaser or the Purchaser's Solicitor must notify the Vendor's Solicitor's in writing within 10 days before the Settlement Date if it reasonably believes that Settlement and lodgement can no longer be conducted electronically in accordance with the ECNL.

31.2.3 If the Vendor agrees with the Purchaser or the Purchaser's Solicitor that Settlement and lodgement cannot be conducted electronically in accordance with the ECNL, special condition 31.3 does not apply.

### **31.3 If triggered, the conditions for Electronic Settlement:**

31.3.1 The parties agree to do all things reasonably necessary to effect an Electronic Settlement, including:

- (a) making any necessary variations to this contract;
- (b) being or engaging a representative who is a subscriber for the purposes of the ECNL, and ensuring that all third parties introduced to the transaction under this contract by it do the same;
- (c) conducting Settlement in accordance with the requirements of:

- (i) the operator of the ELN;
  - (ii) the ECNL;
  - (iii) the Vendor; and
  - (iv) any other relevant law;
- (d) enabling the relevant documents to be lodged by means of the ELN in the form approved by the Registrar;
- (e) enabling the Vendor to create an Electronic Workspace; and
- (f) enabling the Vendor to populate all fields required to be populated by the Vendor in the Electronic Workspace,

on or before the Settlement Date.

31.3.2 The parties' obligations under special condition 31.3.1 include using reasonable endeavours to compel their respective:

- (a) financiers;
- (b) subscribers (within the meaning of the ECNL); and
- (c) any other relevant parties that are required to be a party to the ELN to effect Electronic Settlement,

to do all things reasonably necessary to effect Electronic Settlement.

31.3.3 If the Purchaser or the Purchaser's subscriber amends any fields or documents within the Electronic Workspace on or one day prior to the Settlement Date that subsequently requires the Vendor or the Vendor's Solicitor to re-populate or re-sign any field or document in the Electronic Workspace, the Purchaser is in breach of this contract and the Vendor will be entitled (in its absolute discretion) to delay Settlement until such time as the relevant field or document can be re-populated or re-signed.

31.3.4 Despite any other provision of this contract, the service of notices and any written communications in respect of the Electronic Settlement must not occur through the Electronic Workspace unless initiated by and agreed to in writing by the Vendor.

31.3.5 The parties agree that:

- (a) Electronic Settlement has occurred when the Electronic Workspace records that the exchange of funds or consideration between the parties (or their financial institutions) has been "disbursed" in accordance with the parties' instructions and this contract; and
- (b) if Electronic Settlement does not occur on the Settlement Date, the parties must do everything reasonably necessary to effect:
  - (i) Electronic Settlement on the next Business Day; or
  - (ii) by mutual agreement, Settlement (by non-electronic means) as soon as reasonably practicable.

- 31.3.6 If an exchange of funds contemplated in special condition 31.3.5 does not occur in accordance with the parties' instructions, each party must do everything reasonably necessary to assist the other party in tracing and recovering any mistaken payment.
- 31.3.7 Despite any other provision of this contract, the Purchaser must reimburse the Vendor at Settlement for any fee charged by the operator of the ELN to effect the Electronic Settlement.
- 31.3.8 To the extent of any inconsistency, this special condition 31 has priority over any other special condition in this contract.

**31.4 Other Documents**

- 31.4.1 The parties must on or before Settlement deliver any documents or things that cannot be delivered through the Electronic Workspace to the Vendor's Solicitor.
- 31.4.2 The Vendor's Solicitor:
  - (a) holds those items delivered pursuant to special condition 31.4.1 on Settlement in escrow for the benefit of; and
  - (b) must as soon as reasonably possible after Settlement deliver the documents or things to, or as directed by,
  - (c) the party entitled to them.

**31.5 Computer system failure**

If, by reason of an electronic or computer system failure at any of the Registrar, the Reserve Bank of Australia, the Vendor's Solicitor, the State Revenue Office or the ELN, Settlement does not occur on the Settlement Date, the failure to settle will not constitute a breach or default by either party under this contract.

**32 Novation**

---

- 32.1 In consideration of the Purchaser agreeing to enter into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:
  - 32.1.1 a deed in the form prepared by the Vendor novating the Vendor's interest in this Contract to a third party; and
  - 32.1.2 a Section 32 Statement in the form prepared by the third party.
- 32.2 If the Vendor's interest in this Contract is novated to a third party, the Purchaser will not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand against the Vendor in respect of special conditions 32.1 and 32.2.1 or any matter arising from special conditions 32.1 and 32.2.1.
- 32.3 If the Purchaser breaches special condition 32.2 the Purchaser must immediately pay the Deposit in cleared funds to the new Vendor's solicitor.
- 32.4 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorney to execute a deed as referred to in special condition 32.1.1, if the Purchaser fails to execute such a deed within seven (7) days of being requested in writing by the Vendor to do so.

### **33 Insolvency Event Deemed Default**

---

If an Insolvency Event in respect of the Purchaser occurs, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser. An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

### **34 Not Used**

---

This special condition has not been used.

### **35 Online Duties Form**

---

#### **35.1 Purchaser's acknowledgement**

The Purchaser acknowledges that in order for the duty on the instrument of transfer to be assessed, the State Revenue Office requires the information which must be submitted to the State Revenue Office for that purpose, to be completed and signed online by the Vendor and the Purchaser, and submitted to the State Revenue Office electronically by means of the Online Duties Form.

#### **35.2 Purchaser must complete the Online Duties Form**

35.2.1 To ensure that the Online Duties Form is completed and signed in time for Settlement, the Purchaser must:

(a) populate the Online Duties Form with all the information which a purchaser must provide to the State Revenue Office (**Transferee Information**); and

(b) accept and/or sign the Online Duties Form,

in each instance, within 2 Business Days of receiving an online invitation to do so. The Purchaser must promptly notify the Vendor and the Vendor's Solicitor that the Purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.

35.2.2 If the Purchaser fails to comply with special condition 35.2.1, the Purchaser is in default under this Contract.

35.2.3 In addition to the Vendor's rights described elsewhere under this Contract, if the Purchaser breaches the Purchaser's obligations under special condition 35.2.1:

(a) the Vendor may extend the Settlement Date by the same number of days in which the Purchaser delays populating, or accepting and/or signing the Online Duties Form; and

(b) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay default interest under this Contract to the Vendor from the original Settlement Date until the Settlement Date.

35.2.4 The Purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the Purchaser must not amend any of the Transferee Information without procuring the Vendor's prior written consent to do so.

- 35.2.5 The Purchaser acknowledges that the Purchaser is responsible for populating the Online Duties Form with accurate Transferee Information.

### 36 Pre-Settlement Inspection

---

Notwithstanding any other provision of this Contract:

- 36.1 the Purchaser (or any other representative of the Purchaser reasonably approved by the Vendor) may inspect the Property once prior to the Settlement Date;
- 36.2 the Purchaser must contact the Vendor's Agent to arrange any inspection contemplated under special condition 36.1; and
- 36.3 notwithstanding anything in this special condition, the Purchaser acknowledges that to ensure that inspections are carried out in a safe and orderly manner, the Vendor or the Vendor's Agent reserves the right to:
- 36.3.1 set a date and time for any inspection requested by the Purchaser;
- 36.3.2 limit the time that may be spent in the Property during any inspection requested by the Purchaser; and/or
- 36.3.3 limit the number of persons that may be present during any inspection requested by the Purchaser.

### 37 Personal Information

---

- 37.1 In this special condition:
- 37.1.1 **Confidential Information** means the existence and terms of, identity of parties to and all negotiations related to this Contract.
- 37.1.2 **Privacy Act** means the *Privacy Act* 1988 (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued thereunder, including:
- (a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and
- (b) the National Privacy Principles under the Privacy Act.
- 37.1.3 **Personal Information** has the meaning given to it in the Privacy Act.
- 37.2 The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and their related entities:
- 37.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to therein;
- 37.2.2 for planning and product development by the Vendor;
- 37.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;
- 37.2.4 procure to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Property;
- 37.2.5 to service providers engaged by the Vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;

- 37.2.6 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
- 37.2.7 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.
- 37.3 The Purchaser acknowledges and agrees that, except as provided by this Contract, the Purchaser must not and must not allow any of its officers, agents or related bodies corporate to disclose any Confidential Information to any person other than its professional advisors, or as required by law, without the prior written consent of the Vendor.
- 37.4 This special condition 37 operates for the benefit of the Vendor and continues to operate despite the termination, frustration or repudiation of this Contract.

### **38 Commercial Interests**

---

- 38.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 38.2, are reasonably necessary to protect the Vendor's legitimate interests by:
  - 38.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and
  - 38.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.
- 38.2 Without limiting the operation of special condition 38.1, the parties agree that special conditions 6.3, 7, 10, 12.4 and 16 of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 38.1.



Annexure A

---

**GUARANTEE AND INDEMNITY**

TO: (hereinafter called "**the Vendor**")

**IN CONSIDERATION** of the Vendor agreeing at the request of the following guarantor/s:

.....  
(insert guarantor name)

.....  
(insert additional guarantor(s) name(s))

(hereinafter called "**the Guarantors**") to enter into this Contract of Sale ("**the Contract**") with the within named Purchaser (hereinafter called "**the Purchaser**") the Guarantors **DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of all the purchase moneys interest and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (hereinafter called "**the moneys hereby secured**") and **ALSO** the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract on the part of the Purchaser to be performed and observed and **DO HEREBY ACKNOWLEDGE** that this Guarantee is given upon and subject to and with the benefit of the following conditions:

1. **THE** Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time to exercise of all or any of the powers rights authorities and discretions conferred by the Contract and to exercise the same at any time and in any manner and either to enforce or forebear to enforce the agreements for payments by the Purchaser of the moneys hereby secured or any other remedies or securities available to the Vendor **AND** the Guarantors shall not be released by any exercise by the Vendor of his liberty with reference to the matter aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.
2. **THIS** Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the moneys hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.
3. **THIS** Guarantee shall bind the respective successors of the Guarantors and shall not be determined by the death of a Guarantor and shall bind their respective legal personal representatives.
4. **THIS** Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the Contract.
5. **THIS** Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such collateral or other security or by the Vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any laches or mistake on the part of the Vendor.
6. **UNTIL** the Vendor shall have received all moneys hereby secured neither of the Guarantors shall be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed of

arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs then neither of the Guarantors shall be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors to the full amount of this Guarantee the moneys hereby secured.

- 7. **ANY** demand or notice to be made upon the Guarantors or any of them by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by the Vendor or by any of the principals for the time being of marshalls+dent+Wilmoth, Level 21 570 Bourke Street Melbourne or by other person duly authorised by the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a pre-paid letter addressed to the Guarantors concerned at their address last known to the Vendor. Any such demand or notice sent by post shall be deemed to have been duly delivered or served at the expiration of forty-eight hours from the time of its posting notwithstanding that it may subsequently be returned through the Post Office unclaimed.
- 8. **THIS** Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- 9. **FOR** the consideration aforesaid and as a separate severable and additional covenant the Guarantors **HEREBY JOINTLY AND SEVERALLY AGREE** to indemnify and at all times hereafter to keep indemnified the Vendor from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses duties, taxes or other outgoings of whatever nature which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the Contract.
- 10. **IF** any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's rights to recover such payment from the Guarantors pursuant hereto with the intent that the Vendor shall with respect to its right to recover pursuant to this Guarantee the moneys hereby secured, be restored to the same position in which it would have been had such payment not been made.
- 11. **IF** any monies are refundable or repayable by the Vendor by virtue of any law or statute then such monies will be deemed never to have been paid and the liability of the Guarantor shall apply and continue to apply in respect of such monies as if the payment had never been made.

DATED the ..... day of  
 ..... 2020

**SIGNED** by the said **GUARANTOR** namely )  
 ..... )  
 ..... ) .....  
 in the presence of: Guarantor

.....  
 Witness (*please sign*)  
 .....  
 Full Name

**SIGNED** by the said **GUARANTOR** namely

)

)

)

.....

in the presence of:

.....

Guarantor

.....

Witness (*please sign*)

.....

Full Name



# SECTION 32 STATEMENT

**NOTE-**This document incorporates the requirements in section 32 of the Sale of Land Act 1962 as at 1 October 2014.

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 the vendor and given to the purchaser before the purchaser signs the contract.

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

**LAND ADDRESS  
& TITLE DETAILS**

Lot 1 on proposed Plan of Subdivision PS 833602A,  
151 Eastfield Road, Croydon VIC 3136 being part of Certificate of Title Volume 8297  
Folio 175

<b>VENDOR NAME(S)</b>	.....	
<b>VENDOR SIGNATURE(S)</b>	.....	Date ...../...../2020
<b>PURCHASER NAME(S)</b>	.....	
<b>PURCHASER SIGNATURE(S)</b>	.....	Date ...../...../2020

**marshalls+dent+wilmoth**  
Lawyers  
Level 21, 570 Bourke Street  
Melbourne Victoria 3000  
PO Box 316  
Collins Street West Vic 8007  
Ph: 03 9670 5000  
Fax: 03 9642 0409  
Email: [apower@mdlw.com.au](mailto:apower@mdlw.com.au)  
Ref:APP:JAL:200587

# Due Diligence Checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

### Soil and groundwater contamination

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

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

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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

## 1. FINANCIAL MATTERS

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

(and any interest on them)

Are contained within the attached certificates. In addition, the vendor advises that:

- (a) The property is not separately rated or assessed for rates and taxes at the date of this statement. The certificates attached to this statement relate to the land which includes the property. The purchaser's proportion of the outgoings and land tax at settlement will be calculated in accordance with special conditions 18 & 19 of the contract of sale attached to this statement.
- (b) Upon registration of the Plan, there may be a supplementary valuation for rating purposes, which will result in separate rates being assessed after settlement of the contract of sale attached to this statement, and the purchaser will be liable for its proportion of any such supplementary assessment.
- (c) No owners corporation fees or levies have been struck as at the date of this statement. Owners Corporation fees or levies will, however, be struck prior to settlement and particulars of expenditure and proposed expenditure by any owners corporation and the levies for the recovery of same will be determined on registration of the Plan. The vendor's estimate of the initial Owners Corporation fees are set out in this statement.
- (d) The purchaser may be liable to reimburse to the vendor at settlement:
  - (i) all costs incurred by the vendor in respect of the connection of electricity, water, gas (if applicable), sewerage, telephone and data to the Property; and
  - (ii) the purchaser's proportion of any insurance premium effected by the owners corporation(s) in respect of the building within which the property is to be located and any common property on the Plan.

The total of all rates taxes, charges or other similar outgoings and interest does not exceed \$5,000 per annum

### 1.2 Particulars of any Charge (whether registered or not) if any, imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not applicable

### 1.3 Terms Contract

Not applicable

### 1.4 Sale Subject to Mortgage

Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

Not applicable

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

If any, is contained, described or implied in this statement, or contained, described or implied in the attached certificates. In addition, the Land may be affected by:

- Any unregistered easements or rights of way implied by law or referred to in the attached certificates;
- Any easements, covenants or other similar restrictions disclosed in the attached copies of title documents, including proposed Plan of Subdivision 833602A (**Plan**);
- Any sewers or other assets shown on the attached Yarra Valley Water information statements;
- Any sewers, drains, water pipes, electrical and telephonic services which are laid outside registered easements for those purposes;
- Any registered and any unregistered and implied easements, covenants and restrictive covenants;
- Any obligation or restriction imposed by a responsible authority in connection with the land, including but not limited to an agreement under Section 173 of the Planning and Environment Act 1987 (Vic), such as any unsigned s173 Agreement annexed to this Statement;
- The requirements of any planning permit, including planning permit M/2019/583 and M/2018/385;
- Any lease, licence or other rights and restrictions imposed on, or granted by the owners corporation(s);
- Any lease or licence described in the contract of sale or attached to this statement;



- All relevant provisions of the Subdivision Act 1988 (Vic) and the Owners Corporation Act 2006 (Vic);
- Any other easements, covenants or other similar restrictions disclosed in any document attached to this statement.

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

None to the vendor's knowledge

### 3.2 Road Access

There is NO access to the property by road if this square box is marked with an "X"

### 3.3 Designated Bushfire Prone Area

The Land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X"

### 3.4 Planning Scheme

Attached is a certificate with the required specified information and any planning overlay affecting the land is included in it.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

If any, are contained in the attached certificates and/or statements.

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the Land issued by a government department or public authority in relation to livestock, disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:-

Not applicable

### 4.3 Compulsory Acquisition

The particulars of any notices or intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not applicable

**5. BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

If any, are contained in the attached certificate.

**6. OWNERS CORPORATION**

The property will be affected by one or more owners corporations when the Plan is registered. The vendor refers the purchaser to special conditions 10 and 18 of the contract of sale annexed to this statement.

**7. SERVICES**

The services which are marked with an “X” in the accompanying square box are NOT connected to the land:

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

**8. TITLE**

**8.1 Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the “diagram location” in that statement which identifies the land and its location and is attached.

**9. SUBDIVISION**

**9.1 Unregistered Subdivision**

This section 9.1 only applies if the land is subject to a subdivision which is not registered.

- (a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

**9.2 Staged Subdivision**

Not applicable

**9.3 Further Plan of Subdivision**

Not applicable

**10. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Words and expressions in this section 10 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not applicable

## **11. DISCLOSURE OF ENERGY INFORMATION**

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building and Energy Efficiency Act 2010* (Cth) For this Act to apply, the Land must include commercial office space with net lettable area exceeding 2000m<sup>2</sup>.

Not applicable

## **12. DUE DILIGENCE CHECKLIST**

The current version of the due diligence checklist is attached

## **13. ATTACHMENTS**

Including but not limited to:

- Register Search Statement Volume 8297 Folio 175;
- Copy Plan of Subdivision LP051414;
- Copy proposed Plan of Subdivision PS833602A;
- Copy proposed Section 173 Agreement;
- Planning Certificate;
- Bushfire Prone Area Report;
- Planning Permit M/2018/385;
- Planning Permit M/2019/583;
- Endorsed Plans;
- VicRoads Certificate;
- Land Information Certificate;
- Building Approval Certificate;
- Building Permit;
- Confirmation re Landscaping;
- Certificate of Final Inspection (Lot 1);
- Certificate of Occupancy (Lot 2);
- Water Information Statement;
- Sewers & Drains Plan;
- Owners Corporation Certificate;
- Land Tax Clearance Certificate; and
- EPA Certificate;
- Insurance documents;
- Owners Corporation Model Rules.

VOLUME 08297 FOLIO 175

Security no : 124082500438P  
Produced 07/04/2020 02:45 PM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 051414.  
PARENT TITLE Volume 08146 Folio 468  
Created by instrument A731955 05/05/1959

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
AA GROUP HOLDING PTY LTD of 12 MARLEIGH STREET VERMONT VIC 3133  
AQ597240K 03/01/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS409390C 02/08/2019  
THERESA LEANNE ENTINK  
WAYNE DOUGLAS YOUNG

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP051414 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: 151 EASTFIELD ROAD CROYDON VIC 3136

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 21541T WL LAWYERS  
Effective from 02/08/2019

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	<b>plan</b>
Document Identification	<b>LP051414</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>07/04/2020 14:47</b>

**Copyright and disclaimer notice:**

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

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

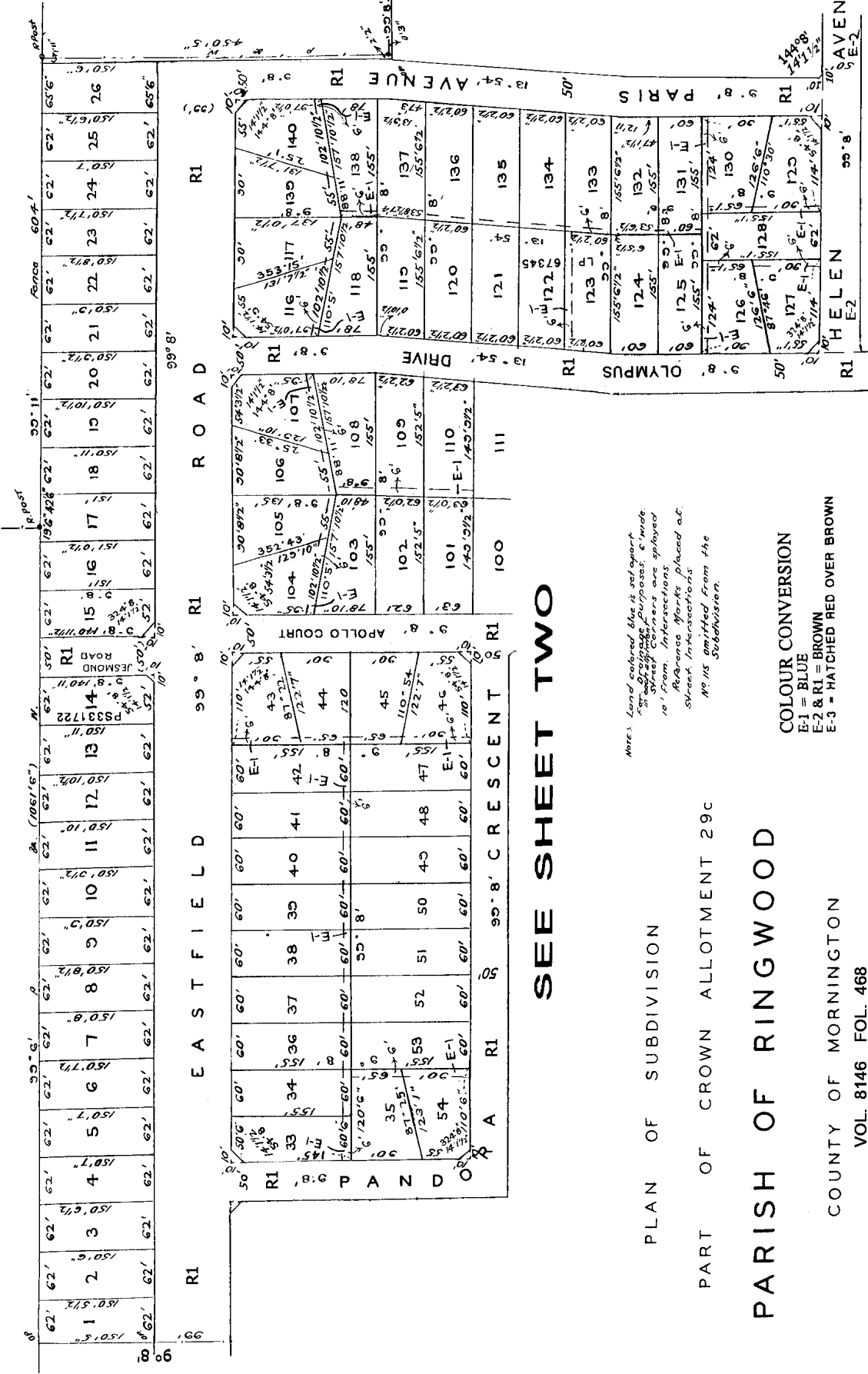
# LP 51414

EDITION 3

PLAN MAY BE LODGED 22/ 3 / 60

253

253



SEE SHEET TWO

PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENT 29C

## PARISH OF RINGWOOD

COUNTY OF MORNINGTON

VOL. 8146 FOL. 468

VOL. 8146 FOL. 469

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

### APPROPRIATIONS

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY & DRAINAGE  
THE LAND COLOURED BLUE AND HATCHED RED OVER BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE

### COLOUR CONVERSION

E-1 = BLUE  
E-2 & RI = BROWN  
E-3 = HATCHED RED OVER BROWN

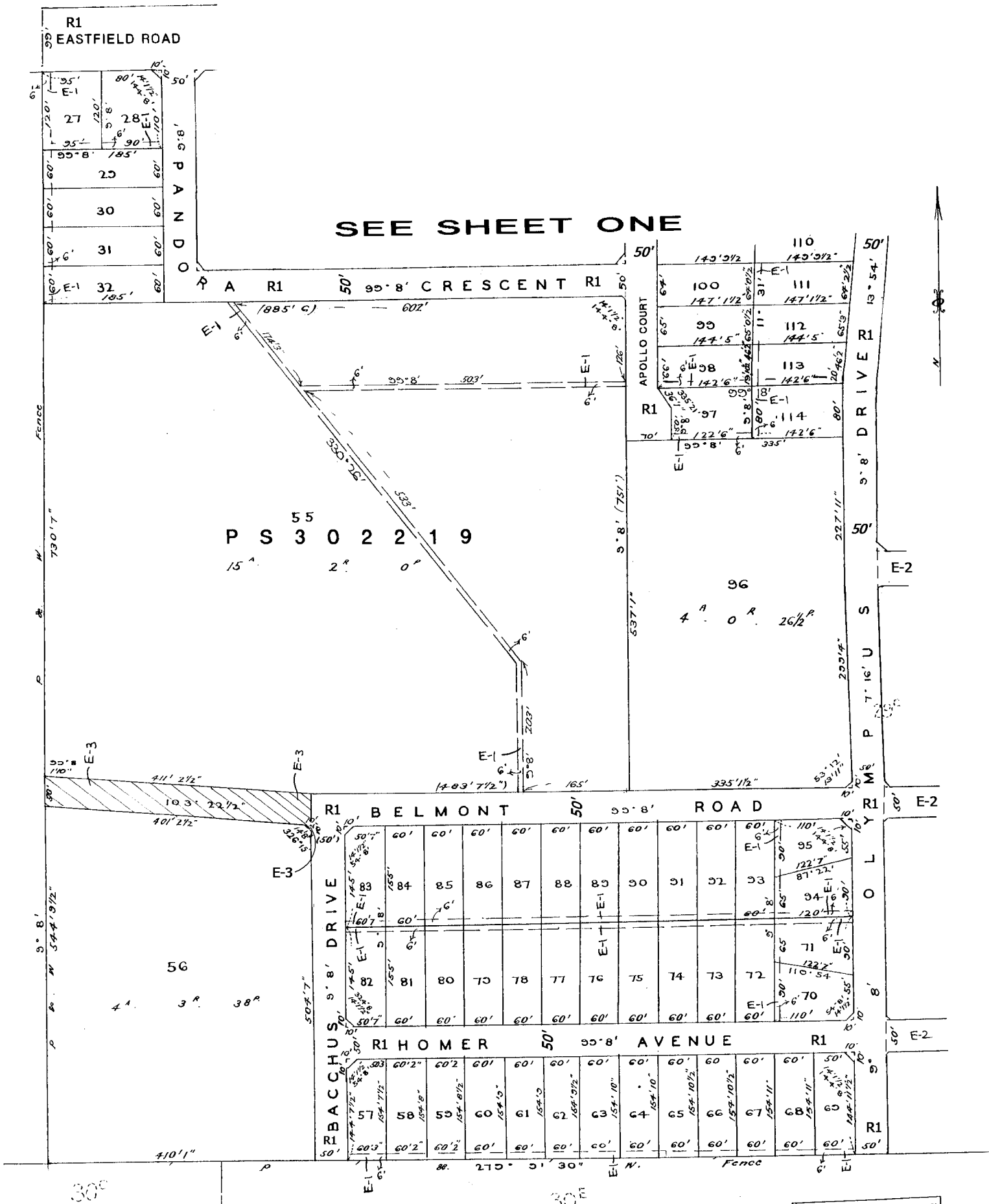
NOTE: Land coloured blue is set apart for drainage purposes, 6' wide. Street corners are played 10' from intersections. Reference marks placed at street intersections. No. 115 omitted from the Subdivision.

ENCUMBRANCES  
PART OF ROAD R1 SHOWN AS PART OF PARIS AVENUE IS ENCUMBERED BY THE CARRIAGEWAY EASEMENT CREATED IN INST. C102992

...THREE...SHEETS  
SHEET...ONE....

LP 51414

SEE SHEET ONE



...THREE...SHEETS  
SHEET...TWO.....





<b>PLAN OF SUBDIVISION</b>			<b>EDITION</b>	<b>PS 833602A</b>
<b>LOCATION OF LAND</b>			Council Name: Maroondah City Council SPEAR Reference Number: S143700E	
PARISH: RINGWOOD  TOWNSHIP: -  SECTION: -  CROWN ALLOTMENT: 29C (Pt)  CROWN PORTION: -  TITLE REFERENCES: VOL 8297 FOL 175  LAST PLAN REFERENCE/S: LP 51414 (LOT 6)  POSTAL ADDRESS: 151 EASTFIELD ROAD (At time of subdivision) CROYDON VIC 3136  MGA CO-ORDINATES E 348 645 ZONE: (of approx centre of land N 5 813 645 GDA 94 in plan) ZONE: 55				
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		DEPTH LIMITATION: Does not apply  BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES.  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARY SHOWN "M" EXTERIOR FACE: ALL OTHER BOUNDARIES  THIS IS A SPEAR PLAN  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.	
NIL	NIL			
<b>NOTATIONS</b>			<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <b>WARNING</b>            TOWN PLANNING PLAN ONLY            NOT FOR DETAILED DESIGN            SEE IMPORTANT NOTICES         </div>	
<b>SURVEY:</b> This plan is/ <del>is not</del> based on survey.  <b>STAGING:</b> This <del>is</del> /is not a staged subdivision  Planning Permit No.  This survey has been connected to permanent marks No (s).  In Proclaimed Survey Area No.				
<b>EASEMENT INFORMATION</b>				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to the whole of this plan				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	<b>IMPORTANT NOTICE</b> This plan of subdivision is not the result of a reestablishment survey. All boundaries need to be confirmed via survey prior to final subdivision dimensions.		<b>IMPORTANT NOTICE</b> This plan must be used only for the purpose for which it was intended. Any uncertainty in this plan must be clarified with the author.  <b>IMPORTANT NOTICE</b> This plan has been prepared for town planning purposes only and must not be used for any other purpose.	<b>WARNING</b> <b>PRELIMINARY PLAN ONLY</b> THIS IS A PHOTO COPY OF AN UNREGISTERED PLAN. This plan was prepared to be sealed by the Local Authority and to be registered by the Registrar of Titles. As alterations beyond the control of the surveyor may be required by the Local Authorities or the Registrar of Titles or other persons when the original is finally presented for registration, M. J. Reddie Surveys Pty Ltd can accept no liability for any loss or damage howsoever arising, to any person or corporation who may rely on this plan for any purpose. The original of this plan remains the property of M. J. Reddie Surveys Pty Ltd and copies of such plan made prior to registration must not be produced without this note which is an integral part of this plan prior to registration.
<b>M. J. Reddie Surveys Pty Ltd</b> ABN 49 005 965 257 1 Horner Street, Beaconsfield. 3807 P.O. Box 268, Berwick. 3806 Phone (03) 9707 4117 Fax (03) 9707 4428		REF: 17-10-112	FILE: SYND	ORIGINAL SHEET SIZE: A3
		MICHAEL J. REDDIE / VERSION 1		SHEET 1 OF 3

IMPORTANT NOTICE

This plan of subdivision is not the result of a reestablishment survey. All boundaries need to be confirmed via survey prior to final subdivision dimensions.

IMPORTANT NOTICE

This plan must be used only for the purpose for which it was intended. Any uncertainty in this plan must be clarified with the author.

WARNING

PRELIMINARY PLAN ONLY

THIS IS A PHOTO COPY OF AN UNREGISTERED PLAN. This plan was prepared to be sealed by the Local Authority and to be registered by the Registrar of Titles. As alterations beyond the control of the surveyor may be required by the Local Authorities or the Registrar of Titles or other persons when the original is finally presented for registration, M. J. Reddie Surveys Pty Ltd can accept no liability for any loss or damage howsoever arising, to any person or corporation who may rely on this plan for any purpose. The original of this plan remains the property of M. J. Reddie Surveys Pty Ltd and copies of such plan made prior to registration must not be produced without this note which is an integral part of this plan prior to registration.

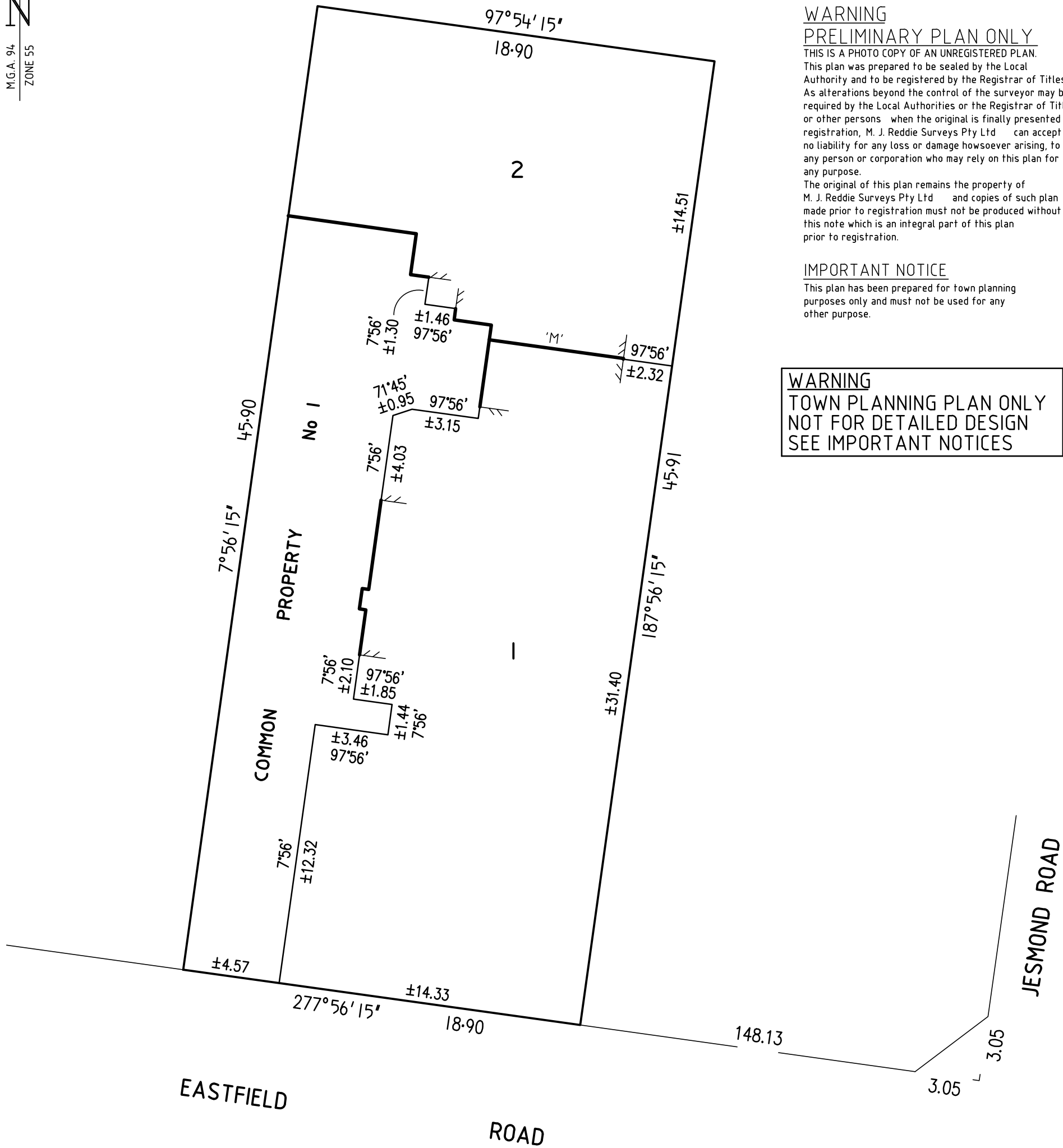
IMPORTANT NOTICE

This plan has been prepared for town planning purposes only and must not be used for any other purpose.

**WARNING**  
TOWN PLANNING PLAN ONLY  
NOT FOR DETAILED DESIGN  
SEE IMPORTANT NOTICES



M.G.A. 94  
ZONE 55



**M. J. Reddie Surveys Pty Ltd**

ABN 49 005 965 257  
1 Horner Street, Beaconsfield. 3807  
P.O. Box 268, Berwick. 3806  
Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE  
1:200



ORIGINAL SHEET  
SIZE : A3

SHEET 2

MICHAEL J. REDDIE / VERSION 1

# OWNERS CORPORATION SHEET

EDITION 1

PS 833602A

OWNERS CORPORATION NO. 1

PLAN No. PS 833602A

LAND AFFECTED BY OWNERS CORPORATION NO. 1 LOTS 1 AND 2 AND COMMON PROPERTY NO. 1

LIMITATIONS OF OWNERS CORPORATION: UNLIMITED

## NOTATIONS

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	50	50						
2	50	50						
<b>Total</b>	100	100						

**IMPORTANT NOTICE**

This plan of subdivision is not the result of a reestablishment survey. All boundaries need to be confirmed via survey prior to final subdivision dimensions.

**IMPORTANT NOTICE**

This plan has been prepared for town planning purposes only and must not be used for any other purpose.

**WARNING**

**PRELIMINARY PLAN ONLY**

THIS IS A PHOTO COPY OF AN UNREGISTERED PLAN. This plan was prepared to be sealed by the Local Authority and to be registered by the Registrar of Titles. As alterations beyond the control of the surveyor may be required by the Local Authorities or the Registrar of Titles or other persons when the original is finally presented for registration, M. J. Reddie Surveys Pty Ltd can accept no liability for any loss or damage howsoever arising, to any person or corporation who may rely on this plan for any purpose. The original of this plan remains the property of M. J. Reddie Surveys Pty Ltd and copies of such plan made prior to registration must not be produced without this note which is an integral part of this plan prior to registration.

**WARNING**  
TOWN PLANNING PLAN ONLY  
NOT FOR DETAILED DESIGN  
SEE IMPORTANT NOTICES

**M. J. Reddie Surveys Pty Ltd**  
ABN 49 005 965 257  
1 Horner Street, Beaconsfield. 3807  
P.O. Box 268, Berwick. 3806  
Phone (03) 9707 4117 Fax (03) 9707 4428

REF: 17-10-112

FILE: SYND

ORIGINAL SHEET  
SIZE: A3

SHEET 3

MICHAEL J. REDDIE / VERSION 1



## Maddocks

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

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

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

Subject Land: 151 Eastfield Road, Croydon

**Maroondah City Council**  
and

**AA Group Holding Pty Ltd**  
ACN 622 039 641

---

# Contents

<b>1.</b>	<b>Definitions</b> .....	<b>1</b>
<b>2.</b>	<b>Interpretation</b> .....	<b>3</b>
<b>3.</b>	<b>Purposes of Agreement</b> .....	<b>4</b>
<b>4.</b>	<b>Reasons for Agreement</b> .....	<b>4</b>
<b>5.</b>	<b>Agreement required</b> .....	<b>4</b>
<b>6.</b>	<b>Owner's specific obligations</b> .....	<b>4</b>
6.1	Compliance with the Development Permit.....	4
6.2	Expiry of the Development Permit .....	5
6.3	Development on Lot 1.....	5
6.4	Works to be completed prior to the occupation of any new Dwelling Unit .....	5
6.5	Completion of Drainage Works.....	5
6.6	Certificate of Compliance.....	6
6.7	Maintenance of the Detention System.....	6
<b>7.</b>	<b>Owner's further obligations</b> .....	<b>6</b>
7.1	Notice and registration .....	6
7.2	Further actions .....	6
7.3	Fees .....	6
7.4	Council's costs to be paid .....	7
7.5	Time for giving consent.....	7
7.6	Interest for overdue money.....	7
<b>8.</b>	<b>Agreement under s 173 of the Act</b> .....	<b>7</b>
<b>9.</b>	<b>Owner's warranties</b> .....	<b>7</b>
<b>10.</b>	<b>Successors in title</b> .....	<b>7</b>
<b>11.</b>	<b>General matters</b> .....	<b>8</b>
11.1	Notices .....	8
11.2	Counterparts .....	8
11.3	No waiver .....	8
11.4	Severability .....	8
11.5	No fettering of Council's powers.....	8
11.6	Inspection of documents.....	8
11.7	Governing law.....	8
<b>12.</b>	<b>Commencement of Agreement</b> .....	<b>8</b>

---

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

## Dated

---

## Parties

Name	<b>Maroondah City Council</b>
Address	Braeside Avenue, Ringwood, Victoria
Short name	<b>Council</b>
Name	<b>AA Group Holding Pty Ltd</b> ACN 622 039 641
Address	Level 1, 1-3 Albert Street, Blackburn Victoria
Short name	<b>Owner</b>

---

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Building** has the same meaning as in the Act.

**Building Act** means the *Building Act 1993*.

**Building Practitioners Board** means the board established under s 183 of the Building Act.

**Certificate of Compliance** means a certificate of compliance issued in accordance with s 238(1)(b) of the Building Act.

**Consent or Satisfaction Fee** means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.80 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

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

**Current Email** means:

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

**Detention System** means the stormwater detention system located on the Subject Land as shown on the Drainage Plan.

**Development Permit** means planning permit no. M/2018/385, as amended from time to time, issued on 21 August 2018, authorising the development of the Subject Land in accordance with plans endorsed by Council.

**Drainage Plan** means the plan endorsed by Council from time to time in accordance with condition 6 the Development Permit or such other plan approved by Council.

**Drainage Works** means all Works shown on the Drainage Plan.

**Dwelling** has the same meaning as in the Planning Scheme.

**Endorsed Plans** means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Development Permit.

**Indexation means** an annual adjustment to the Consent Fee carried out in accordance with CPI.

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

**Landscape Plan** means the plan endorsed by Council from time to time in accordance with condition 10 of the Development Permit or such other plan approved by Council.

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

**Occupancy Permit** has the same meaning as in the Building Act.

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

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

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

**Planning Permit** means planning permit no. M/2019/583, as amended from time to time, issued on 16 August 2019, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

**Plan of Subdivision** means the plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

**Registered Engineer** means qualified civil engineer who is registered with the Building Practitioners Board.

**Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988* for the subdivision of the Subject Land.

**Subject Land** means the land situated at 151 Eastfield Road, Croydon being the land referred to in certificate of title volume 8297 folio 175 also known as Lot 6 on Plan of Subdivision 51414 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Vehicle Crossing** has the same meaning as Condition 5 of the Development Plan.

**Works** has the same meaning as in the Act.

---

## **2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;



- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purposes of Agreement**

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

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

---

### **4. Reasons for Agreement**

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

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

---

### **5. Agreement required**

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

---

### **6. Owner's specific obligations**

#### **6.1 Compliance with the Development Permit**

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.1.3 Must not, upon completing the development in accordance with the Planning Permit, alter or extend or otherwise change the development.

**6.2 Expiry of the Development Permit**

6.2.1 Both Lot Owner's obligations under clause 6.1 continue to apply:

- (a) regardless of any right conferred by the Planning Scheme;
- (b) regardless of any subdivision of the Subject Land; and
- (c) even if the Development Permit expires, is cancelled or otherwise ceases to operate.

**6.3 Development on Lot 1**

Within 12 months from the issue of the Statement of Compliance, or such later date as approved in writing by Council, the Owner of Lot 1 must construct the new single garage and associated driveway, Drainage Works and Vehicle Crossing under the Development Permit and Endorsed Plans:

6.3.1 in accordance with the Endorsed Plan;

6.3.2 at the full cost of the Owner; and

6.3.3 to the satisfaction of Council.

**6.4 Works to be completed prior to the occupation of any new Dwelling Unit**

The Owner agrees that, except with Council's prior written consent:

prior to the issue of an Occupancy Permit for any new Dwelling on the Subject Land:

- (a) all buildings;
- (b) works;
- (c) drainage; and
- (d) landscaping (including common property)

on the Subject Land must be completed in accordance with the Planning Permit and Endorsed Plan, to the satisfaction of the Responsible Authority.

**6.5 Completion of Drainage Works**

The Owner agrees that, except with Council's prior written consent:

6.5.1 all Drainage Works must be fully constructed and completed in accordance with the Drainage Plan and the conditions of the Development Permit to the satisfaction of Council; and

6.5.2 their obligations under clause 6.5.1 must be completed within twelve (12) months of the date of issue of the Statement of Compliance

6.5.3 The Owner must:

- (a) submit a Certificate of Compliance to Council; and

- (b) allow the Detention System to be inspected by a duly appointed officer of the Council.

6.5.4 the Owner must notify Council immediately upon completing any of the obligations contained in clauses 6.5.3(a) and 6.5.3(b) and arrange necessary compliance inspections.

## 6.6 **Certificate of Compliance**

The Certificate of Compliance submitted to Council in accordance with clause 6.5.3(a) must:

- 6.6.1 be prepared by a Registered Engineer; and
- 6.6.2 certify that the Drainage Works have been completed in accordance with the Drainage Plan.

## 6.7 **Maintenance of the Detention System**

The Owner of both Lots connecting to the Detention System:

- 6.7.1 must maintain the Detention System at all times; and
- 6.7.2 are responsible for all costs associated with the construction and ongoing maintenance of the Detention System,

to the satisfaction of Council.

---

## 7. **Owner's further obligations**

### 7.1 **Notice and registration**

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

### 7.2 **Further actions**

The Owner:

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

### 7.3 **Fees**

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

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

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.5 Time for giving consent**

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

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

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

---

**9. Owner's warranties**

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

---

**10. Successors in title**

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

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

---

**11. General matters****11.1 Notices**

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

11.1.1 personally on the other Party;

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

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

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

**11.2 Counterparts**

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

**11.3 No waiver**

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

**11.4 Severability**

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

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

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

**11.6 Inspection of documents**

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

**11.7 Governing law**

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

---

**12. Commencement of Agreement**

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

# Signing Page

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

Signed sealed and delivered by the Chief Executive )  
Officer on behalf of the )  
**MAROONDAH CITY COUNCIL** pursuant to the power )  
delegated to that person by an Instrument of )  
Delegation in the presence of: )

.....  
Witness

.....  
Print name

Executed as a deed by )  
**AA GROUP HOLDING PTY LTD** )  
ACN 622 039 641 in accordance with s 127(1) and s  
127(3) of the *Corporations Act 2001*:

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print full name

.....  
Print full name



**Mortgagee's Consent**

Theresa Leanne Entink and Wayne Douglas Young as Mortgagee under instrument of mortgage no. AS409390C dated 2 August 2019consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**Signed sealed and delivered by** )  
**THERESA LEANNE ENTINK** in the presence of: )  
 ) .....

.....  
Witness

**Signed sealed and delivered by** )  
**WAYNE DOUGLAS YOUNG** in the presence of: )  
 ) .....

.....  
Witness

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

653516

## APPLICANT'S NAME & ADDRESS

JESSICA LEE C/- GXS  
MELBOURNE

## VENDOR

AA GROUP HOLDING PTY LTD

## PURCHASER

## REFERENCE

200587

This certificate is issued for:

LOT 6 PLAN LP51414 ALSO KNOWN AS 151 EASTFIELD ROAD CROYDON  
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/maroondah>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

07 April 2020

**Hon. Richard Wynne MP**  
**Minister for Planning**

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606



The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



## Choose the authoritative Planning Certificate

### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

## Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 20 April 2020 03:31 PM

## PROPERTY DETAILS

Address: **151 EASTFIELD ROAD CROYDON 3136**  
 Lot and Plan Number: **Lot 6 LP51414**  
 Standard Parcel Identifier (SPI): **6\LP51414**  
 Local Government Area (Council): **MAROONDAH**  
 Council Property Number: **201965**  
 Planning Scheme: **Maroondah**  
 Directory Reference: **Melway 50 J8**

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

[planning-schemes.delwp.vic.gov.au/schemes/maroondah](http://planning-schemes.delwp.vic.gov.au/schemes/maroondah)

## UTILITIES

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

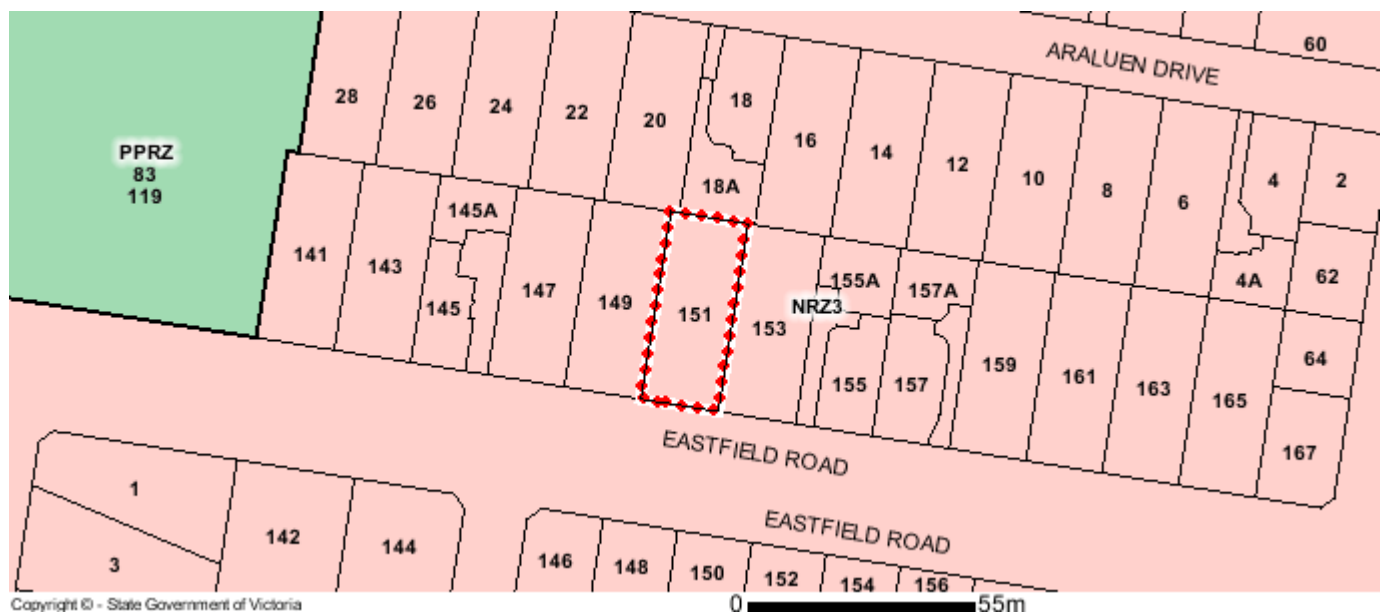
## STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**  
 Legislative Assembly: **CROYDON**

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



Copyright © - State Government of Victoria

NRZ - Neighbourhood Residential      PPRZ - Public Park & Recreation  
 Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Copyright © - State Government of Victoria

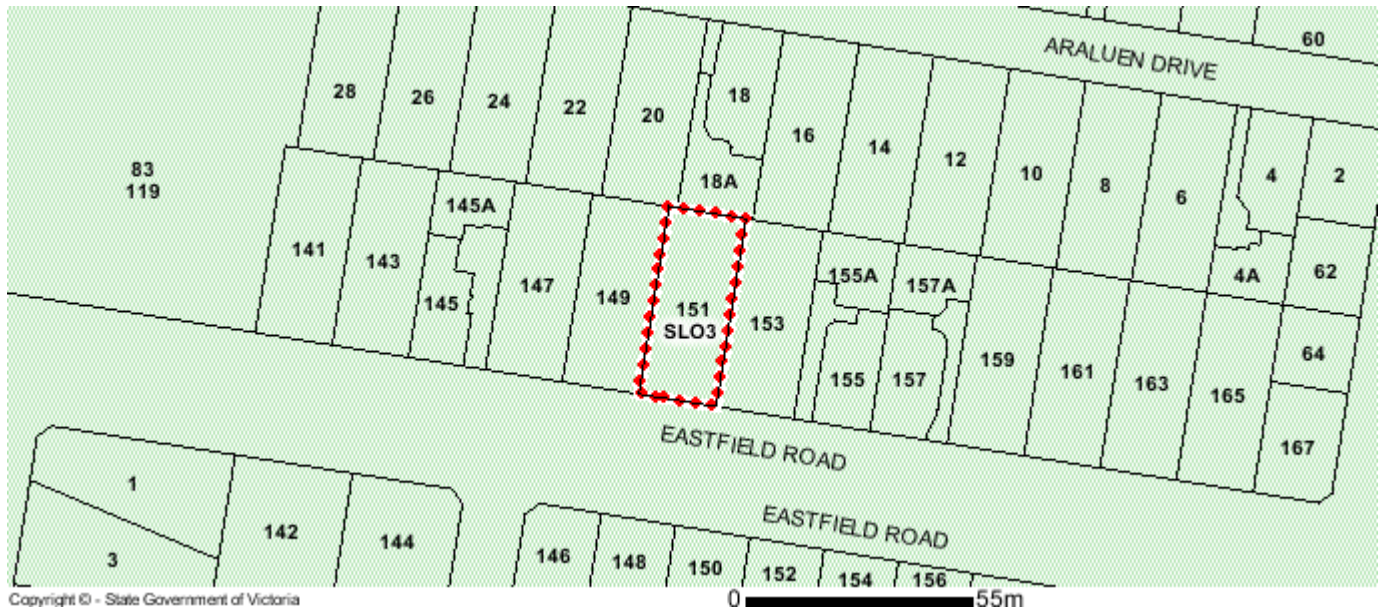
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

## Planning Overlay

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 \(SLO3\)](#)



 SLO - Significant Landscape

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

## Further Planning Information

Planning scheme data last updated on 17 April 2020.

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

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.


Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

## Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

---

# PLANNING PERMIT

---



**Permit No. :** M/2018/385

Page 1 of 7

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

**Address of the land:**

151 Eastfield Road, Croydon VIC 3136

**The permit allows:**

Construction of an additional double-storey dwelling and associated vegetation removal in accordance with the endorsed plans.

**The following conditions apply to this permit:**

---

## 1. Amended plans required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plans must be generally in accordance with the plans dated 15/05/18, but modified to show:

- (a) Sight-line diagrams to show compliance of overlooking from dwelling 2 study. If this cannot be demonstrated to the satisfaction of the Responsible Authority, obscure windows up to 1.7m sill height is required.
- (b) Sight-line diagrams to show compliance of overlooking from Dwelling 2 to the north-elevation. If this cannot be demonstrated to the satisfaction of the Responsible Authority obscure windows up to 1.7m sill height is required.
- (c) The existing vehicle crossing to be removed and reinstated to Council Standard SD-H05.
- (d) Dwelling 2 deck to be drawn on the site and elevation plans.
- (e) 6m<sup>3</sup> storage for both dwellings in a convenient location accessible from the outside.
- (f) Footpath for space of Dwelling 1 to have convenient access into the Dwelling.

## 2. Layout not altered – development

The development as shown on the endorsed plans must not be altered without the written consent of the responsible authority.

---

# PLANNING PERMIT

---



Permit No. : M/2018/385

Page 2 of 7

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

---

### 3. Construction Plans for Paving Required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

### 4. Car Park and Access Lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with a durable all-weather seal;
- (b) Drained to the nominated legal point of discharge;

all to the satisfaction of the Responsible Authority.

### 5. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost remove and reconstruct a concrete vehicular crossing to Council standard SD-H05, at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

### 6. Construction Plans for Drainage Required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;

---

Signature for the responsible authority:

Digitally signed by Ron Loncar (Maroondah City Council)

Date issued : 21-Aug-2018

---

# PLANNING PERMIT



**Permit No. :** M/2018/385

Page 3 of 7

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate, if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority; and
- (f) Provide appropriate stormwater detention storage for a 10 Year ARI storm event to limit the maximum discharge rate to the PSD;

## 7. Drainage Works Required

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

## 8. Control Sediment Laden Run Off

During the works, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority

## 9. Noise from building works - minor developments

Demolition or building/construction works (which may adversely affect the amenity of the neighbourhood through the emission of noise, light, vibration, dust or any other matter) must not be carried out on any land;

- before 7.00am or after 8.00pm on weekdays, OR
- before 9.00am or after 8.00pm on any Saturday, Sunday or public holiday.

## 10. Landscape Plan

Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:

---

Signature for the responsible authority:

Digitally signed by Ron Loncar (Maroondah City Council)

Date issued : 21-Aug-2018

---

# PLANNING PERMIT

---



**Permit No. :** M/2018/385

Page 4 of 7

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

- a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- c) a tree protection zone (TPZ) and structural root zone (SRZ) for each tree to be retained.
- d) Tree Protection Notes which specify tree protection and tree management actions to be applied to all trees retained on the land or located on adjacent land.
- e) Details of surface finishes of pathways and driveways.
- f) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant. All species selected must be to the satisfaction of the Responsible Authority;
- g) landscaping and planting within all open areas of the site;
- h) 1 canopy tree (minimum two metres tall when planted) provided in the rear private open space of each dwelling;
- i) 1 canopy tree (minimum two metres tall when planted) provided in the common property area;
- j) Landscaping treatments forward of the existing dwelling which enhance the sense of residential frontage to Eastfield Road Road, and the sense of entry to the existing dwelling.

## 11.Landscaping Completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

## 12.Landscaping Maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

---

Signature for the responsible authority:

Digitally signed by Ron Loncar (Maroondah City Council)

Date issued : 21-Aug-2018



---

# PLANNING PERMIT

---



**Permit No. :** M/2018/385

Page 5 of 7

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

## **13. Tree Protection Measures Implemented**

Prior to the commencement of any building and or demolition works on the land, Tree Protection Measures as detailed on the approved Landscape Plans, must be established and subsequently maintained until completion of all buildings and works, including landscaping, to the satisfaction of the Responsible Authority.

## **14. Time limit – development only**

This permit will expire if one of the following circumstances applies:

- (a) the development is not started within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires

### **Permit Notes:**

#### **Submission of plans**

Plans and documents for assessment can be submitted via email to:

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au)

If your information is too large to email, please contact Planning administration on 9298-4287 to access our online lodgement portal.

Following assessment, Council may seek changes to plans to ensure that permit requirements are met.

#### **Landscape Inspection:**

- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works.

#### **Engineering:**

#### **Maintenance of the building site and areas adjacent to the building site:**

---

Signature for the responsible authority:

Digitally signed by Ron Loncar (Maroondah City Council)

Date issued : 21-Aug-2018

---

# PLANNING PERMIT

---



**Permit No. :** M/2018/385

Page 6 of 7

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

- Prior to the commencement of work, sandbags, sediment fences and/or hay bales must be used to surround drains and the perimeter of sloping land. This will reduce the potential for sediment being washed off-site and polluting the stormwater system.
- Mud and clay tracked onto the footpath and roadway by a vehicle or trailer must be immediately removed back to the building site.
- All building materials and building debris must be stored on site – **not** on the naturestrip, footpath, or roadway. This applies to materials removed from the site and deliveries of new materials to the site.
- All pedestrian walkways, footpaths, roadways and the area adjacent to and nearby the building site must be kept free of materials and kept safely trafficable at all times.
- The use of timber vehicle crossing protectors is prohibited within Maroondah.

## **Legal Point of Discharge Required**

Prior to preparing Drainage Plans, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 610. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

## **Asset Protection Permit Required**

At least seven (7) days before any works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

## **Paving & Drainage Plan Requirements**

Information regarding Council's requirements for the preparation of paving and drainage plans can be found on Council's website:

[www.maroondah.vic.gov.au/DevelopmentDesignGuidelines.aspx](http://www.maroondah.vic.gov.au/DevelopmentDesignGuidelines.aspx)

Plans must be submitted by emailing [maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au)

---

Signature for the responsible authority:

**Digitally signed by Ron Loncar (Maroondah City Council)**

Date issued : 21-Aug-2018

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

**The responsible authority has issued a permit**

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**. Please check with the responsible authority that this permit is current and can be acted upon.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Signature for the responsible authority:

Digitally signed by Ron Loncar (Maroondah City Council)

Date issued : 21-Aug-2018

# PLANNING PERMIT



**Permit No. :** M/2019/583

Page 1 of 5

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

**Address of the land:**

151 Eastfield Road, Croydon VIC 3136

**The permit allows:**

Subdivision of the land into 2 lots in accordance with the endorsed plans.

**CONDITIONS:**

**1. Layout not altered – subdivision**

The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible authority

**2. Section 173 agreement – subdivision**

Before the Statement of Compliance is issued under the Subdivision Act 1988, the dwellings, paving, landscaping and drainage (including any on-site detention system) required by Planning Permit M/2018/385 must be completed to the satisfaction of the Responsible Authority. If these buildings and works are not completed, the land owner must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide that:

- (a) In accordance with Section 181 of the Planning and Environment Act 1987 the agreement will be registered with the Registrar of titles and will run with the land;
- (b) Except with the Responsible Authority’s prior written consent all buildings, works, drainage and landscaping on the land (including common property) must be in accordance with the plans and conditions of Planning Permit No M/2018/385 issued on 21 August 2018 and must be completed prior to the occupation of any new dwelling on the land, to the satisfaction of the Responsible Authority;
  - i) Regardless of any right conferred by the Maroondah Planning Scheme;
  - ii) Regardless of any subdivision of the land; and
  - iii) Even if Planning permit No. M/2018/385 issued on 21 August 2018 expires, is cancelled or otherwise ceases to operate; and
- (c) After the completion of the development of a lot created under this permit, no buildings or works comprising the development may be altered or extended without the further prior written consent of the Responsible authority;

Signature for the responsible authority:

Date issued : 16-Aug-2019

# PLANNING PERMIT



**Permit No. :** M/2019/583

Page 2 of 5

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

- (d) No buildings may be constructed outside of a building envelope shown on the endorsed plans under this permit unless with the written consent of the Responsible Authority; and
- (e) Notwithstanding (b) above, the new single garage and associated driveway, drainage works and vehicle crossing, under Planning Permit M/2018 385, for the dwelling within Lot 1, must be completed within 12 months of the issue of a Statement of Compliance for the subdivision (or a later date approved in writing by the Responsible authority), to the satisfaction of the responsible authority, and
- (f) All costs (including legal costs) associated with the preparation and review of the agreement and the registration of the agreement on the Certificate of Title for the land must be paid by the owner.

### 3. Remove existing buildings

Before the Statement of Compliance is issued under the Subdivision Act 1988, all buildings, within the proposed common property or lot 2 must be removed to the satisfaction of the responsible authority.

### 4. Telecommunications - Agreement

The owner of the land must enter into an agreement with:

- (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

### 5. Telecommunications – Statement of Compliance

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- (a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

Signature for the responsible authority:

Date issued : 16-Aug-2019

# PLANNING PERMIT



**Permit No. :** M/2019/583

Page 3 of 5

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

- (b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

## 6. Subdivisions exempt from S55 referral: mandatory conditions (CI.66.01-1)

The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour to the relevant authority for with the easement or site is to be created.

The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

## 7. Time Limit – Subdivision

This permit will expire if one of the following circumstances applies:

- (a) The subdivision plan is not certified within two years of the date of issue of this permit; or
- (b) The registration of the subdivision is not completed within five years of the date of certification of the plan of subdivision;

The Responsible Authority may extend the time allowed in part (a) above, if a request is made in writing before or within six months after the permit expires.

### Notes:

- If a Section 173 Agreement is required contact Council's solicitors Maddocks 9258 3555 or email [Section173@maddocks.com.au](mailto:Section173@maddocks.com.au)
- All plans required to be approved as part of the development permit associated with this subdivision are to be endorsed prior to the applicant entering into a Section 173 agreement.

Signature for the responsible authority:

Date issued : 16-Aug-2019

---

# PLANNING PERMIT



---

**Permit No. :** M/2019/583

Page 4 of 5

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

---

- For specific requirements and final inspection bookings for completed paving and drainage, refer to correspondence provided with endorsed drainage plans and please contact Council's Engineering Department. 9298 4292
- For specific requirements and final inspection bookings for completed landscaping in accordance with endorsed landscape plans, please contact Council's Statutory Planning Department. 9298 4287

---

Signature for the responsible authority:

Date issued : 16-Aug-2019

### IMPORTANT INFORMATION ABOUT THIS PERMIT

#### WHAT HAS BEEN DECIDED?

**The responsible authority has issued a permit**

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

#### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**. Please check with the responsible authority that this permit is current and can be acted upon.

#### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

#### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

#### WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Signature for the responsible authority:

Date issued : 16-Aug-2019

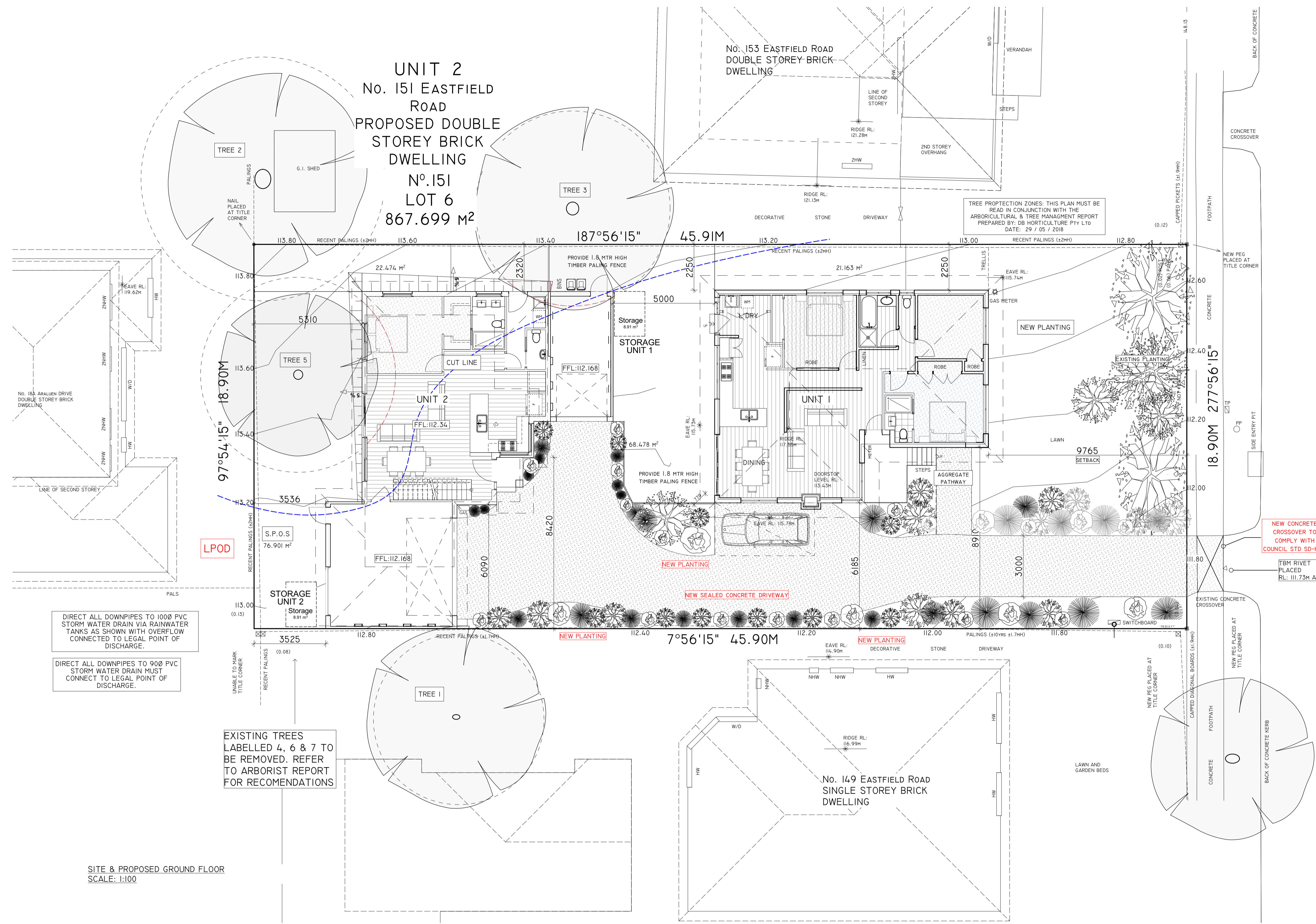


UNIT	FLOOR	AREA (M <sup>2</sup> )	PERCENTAGE	TOTAL P.O.S
UNIT 1	GROUND FLOOR	23.50	3.27%	21.63 M <sup>2</sup> S.P.O.S
	PORCH	1.80	0.24%	1.80 M <sup>2</sup> S.P.O.S
	TOTAL	25.30	3.51%	23.43 M <sup>2</sup> S.P.O.S
UNIT 2	GROUND FLOOR	85.347	9.18%	22.474 M <sup>2</sup> S.P.O.S
	PORCH	1.892	0.20%	73.917 M <sup>2</sup> TOTAL P.O.S
	GARAGE	4.0765	4.387%	GARDEN AREA: 103.888 SQM
	UPPER FLOOR	86.569	9.318%	
	TOTAL	216.573	23.09%	
TOTAL LOT SIZE:		867.699 M <sup>2</sup>		
TOTAL FOOTPRINT: EXISTING & PROPOSED (EXCLUDING PERMEABLE SURFACES)		334.66 M <sup>2</sup>	38.56 %	
TOTAL HARDSTANDING SURFACES: DRIVEWAY PROPOSED		165.756 M <sup>2</sup>	19.10 %	
TOTAL SITE PERMEABILITY		589.614 M <sup>2</sup>	67.95 %	
TOTAL GARDEN AREA		338.867 M <sup>2</sup>	39.05 %	

NOTE: REFER TO LANDSCAPE DESIGN FOR LOCATION OF ALL CANOPY TREES AND PLANTING - CANOPY TREES SHOWN IS NOMINAL ONLY

NOTE: ELECTRICAL METER-BOX (MB) SHOWN IS NOMINAL ONLY. CONTRACTOR / BUILDER TO ENSURE ELECTRICAL METER-BOX (MB) ENCLOSURE IS INSATTLED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY

LEGEND:	
[Symbol]	GRAVEL AREA
[Symbol]	HARD PAVED AREA
[Symbol]	EXISTING BUILDING FOOTPRINT
[Symbol]	PROPOSED BUILDING FOOTPRINT
[Symbol]	EXISTING TREES TO REMAIN (REFER TO ARBORIST REPORT FOR DETAILS)
[Symbol]	TREES TO BE REMOVED (REFER TO ARBORIST REPORT FOR DETAILS)
[Symbol]	GROUND (G) - HATCHABLE FLOOR (F) - WINDOW - FIRST FLOOR
[Symbol]	WM WATER METER
[Symbol]	GM GAS METER
[Symbol]	EP ELECTRICITY POLE
[Symbol]	LP LIGHT POLE
[Symbol]	SP SEWER PIT
[Symbol]	FH FIRE HYDRANT
[Symbol]	EP ELECTRICITY PIT
[Symbol]	TP TELECOMM PIT
[Symbol]	TP TELECOMM PIT (LARGE)
[Symbol]	GP GRATED DRAINAGE PIT
[Symbol]	JP JUNCTION PIT
[Symbol]	SV STOP VALVE
[Symbol]	SEP SIDE ENTRY PIT
[Symbol]	S SIGN
[Symbol]	TBM TEMPORARY BENCH MARK



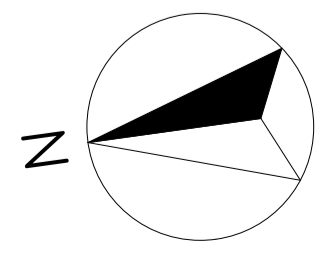
DIRECT ALL DOWNPIPES TO 100Ø PVC STORM WATER DRAIN VIA RAINWATER TANKS AS SHOWN WITH OVERFLOW CONNECTED TO LEGAL POINT OF DISCHARGE.

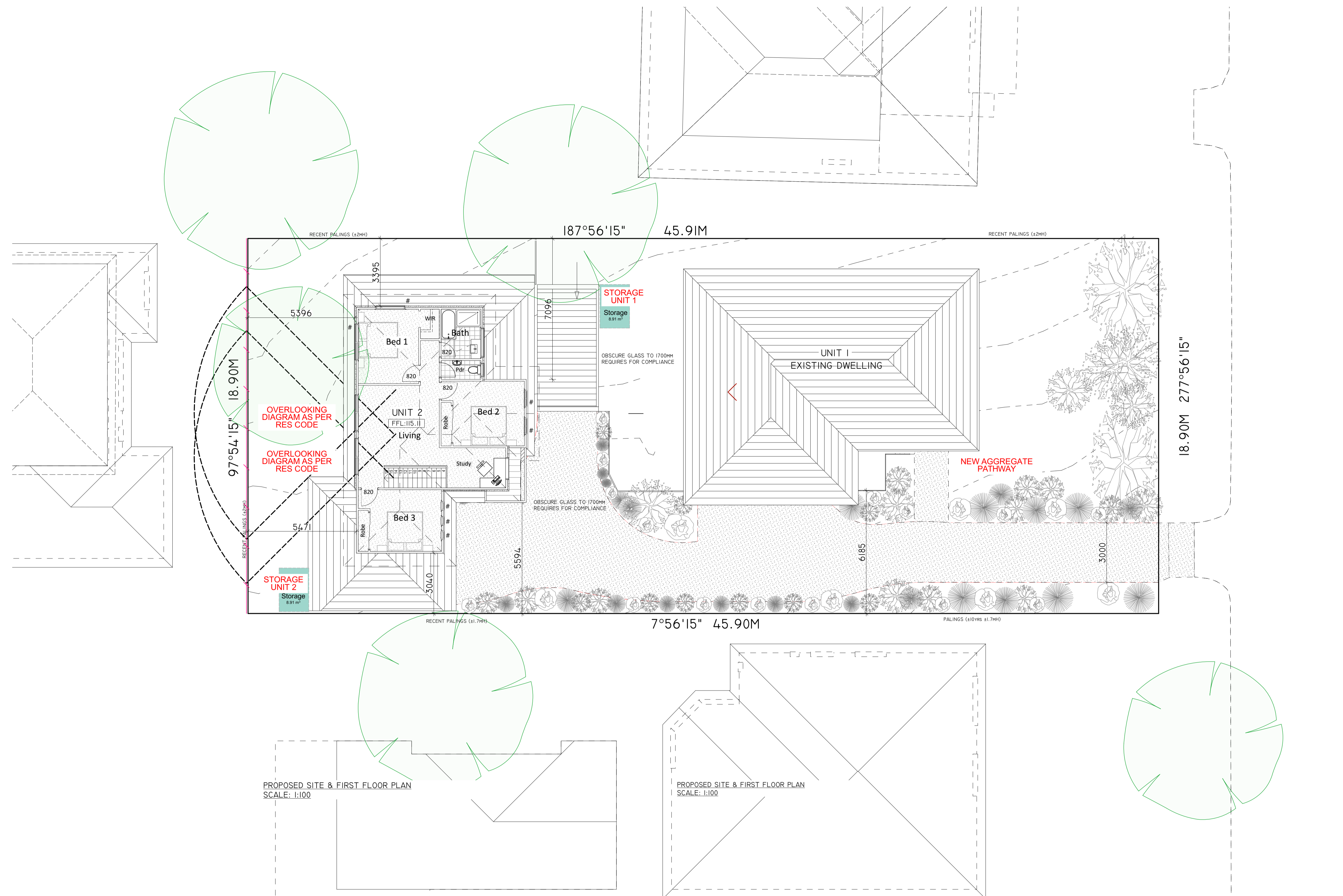
DIRECT ALL DOWNPIPES TO 90Ø PVC STORM WATER DRAIN MUST CONNECT TO LEGAL POINT OF DISCHARGE.

EXISTING TREES LABELLED 4, 6 & 7 TO BE REMOVED. REFER TO ARBORIST REPORT FOR RECOMMENDATIONS

SITE & PROPOSED GROUND FLOOR SCALE: 1:100

REV	DESCRIPTION	DRAWN	CHECKED	DATE
A	TOWN PLANNING - SUBMISSION	JP	TH	15/03/2018
B	TOWN PLANNING - RFI AMMENDMENTS	JP	TH	15/05/2018
C	FINAL WORKING DRAWINGS	JP	TH	3/09/2018

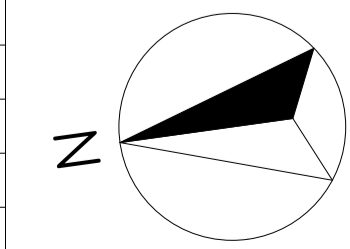


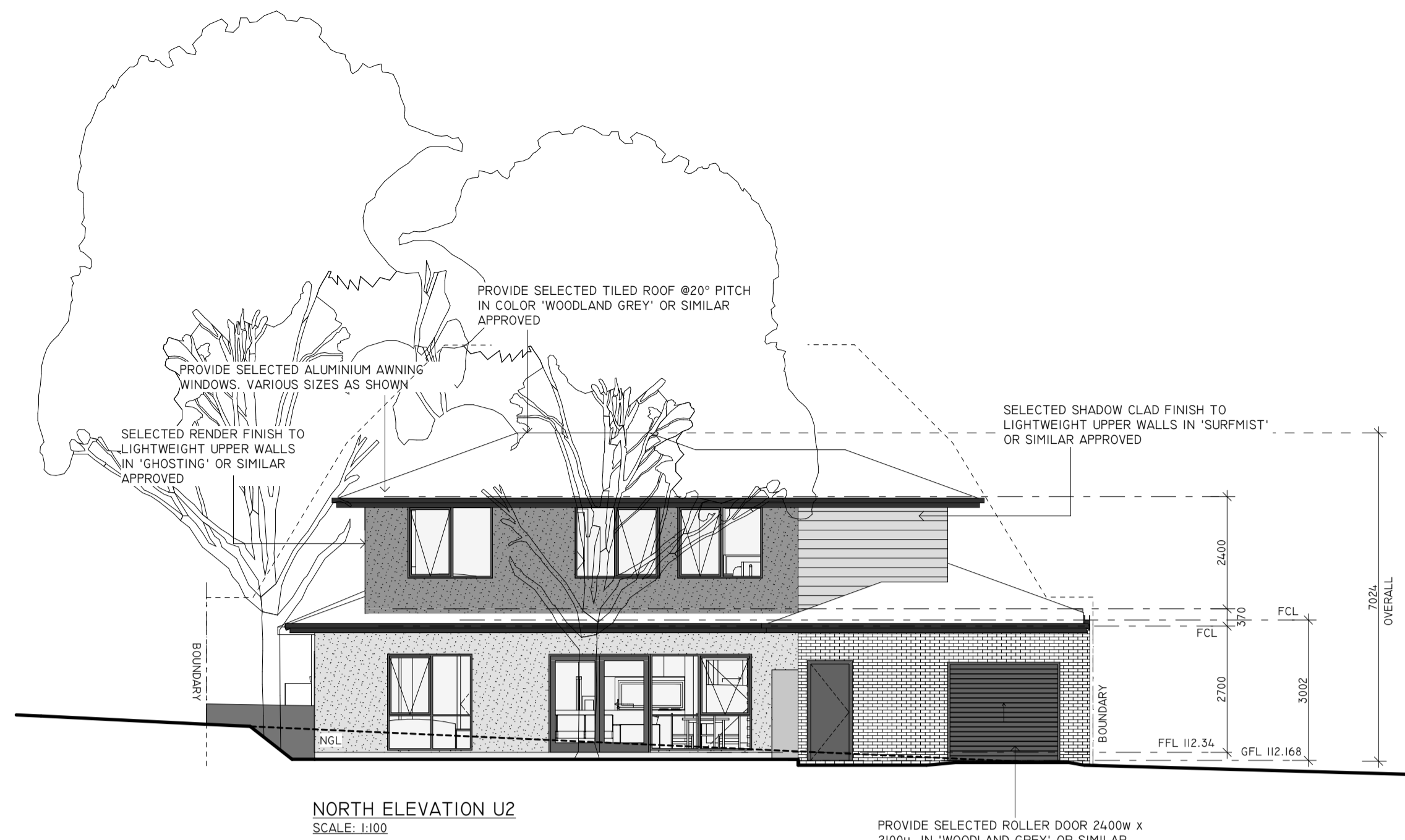


PROPOSED SITE & FIRST FLOOR PLAN  
 SCALE: 1:100

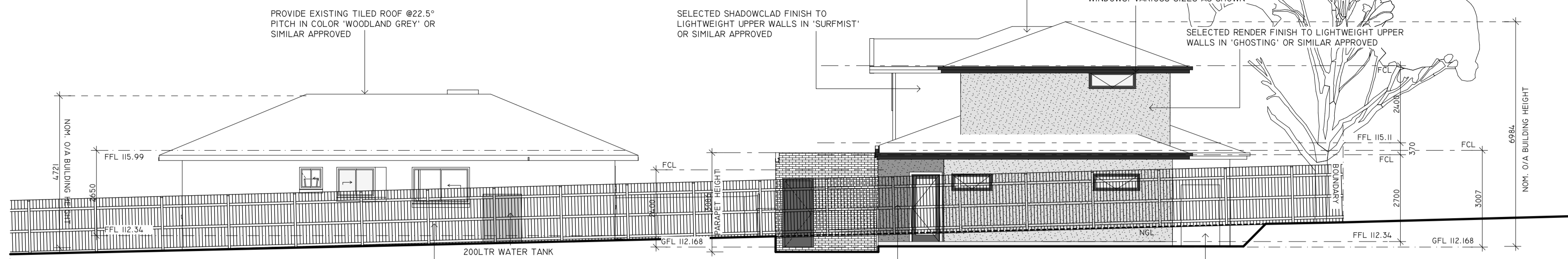
PROPOSED SITE & FIRST FLOOR PLAN  
 SCALE: 1:100

REV	DESCRIPTION	DRAWN	CHECKED	DATE
A	TOWN PLANNING - SUBMISSION	JP	TH	15/03/2018
B	TOWN PLANNING - RFI AMMENDMENTS	JP	TH	15/05/2018
C	FINAL WORKING DRAWINGS	JP	TH	3/09/2018

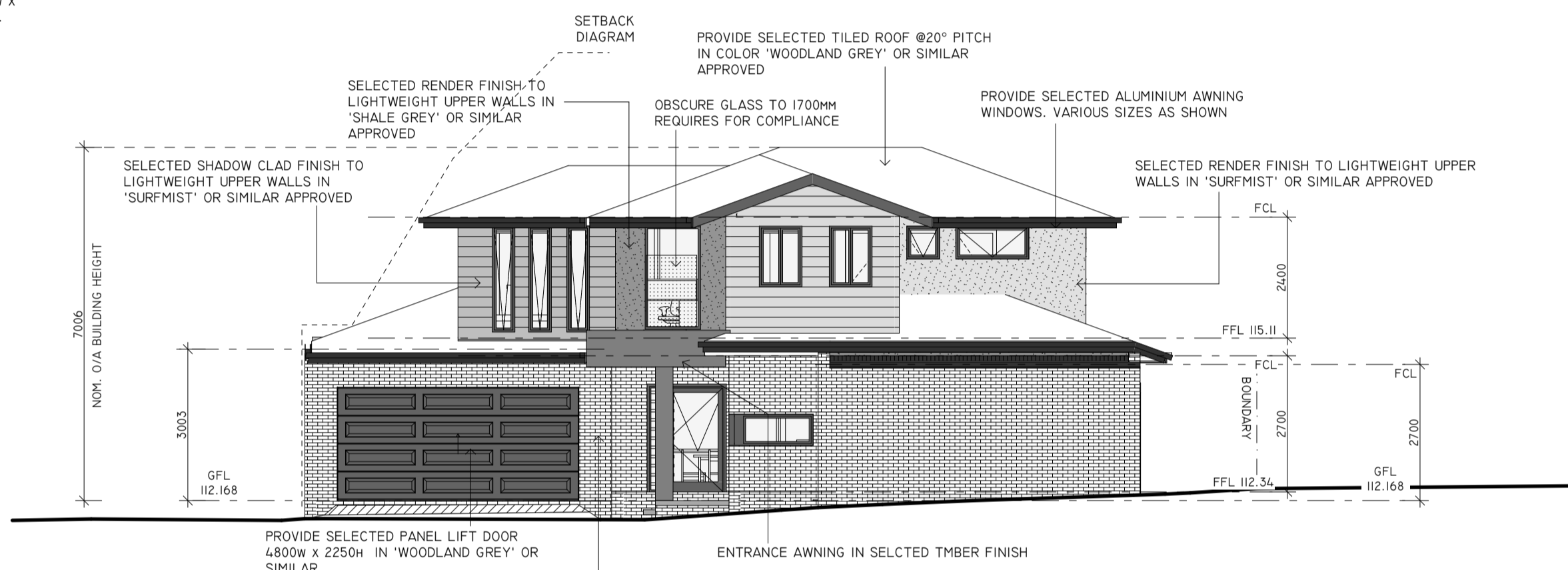




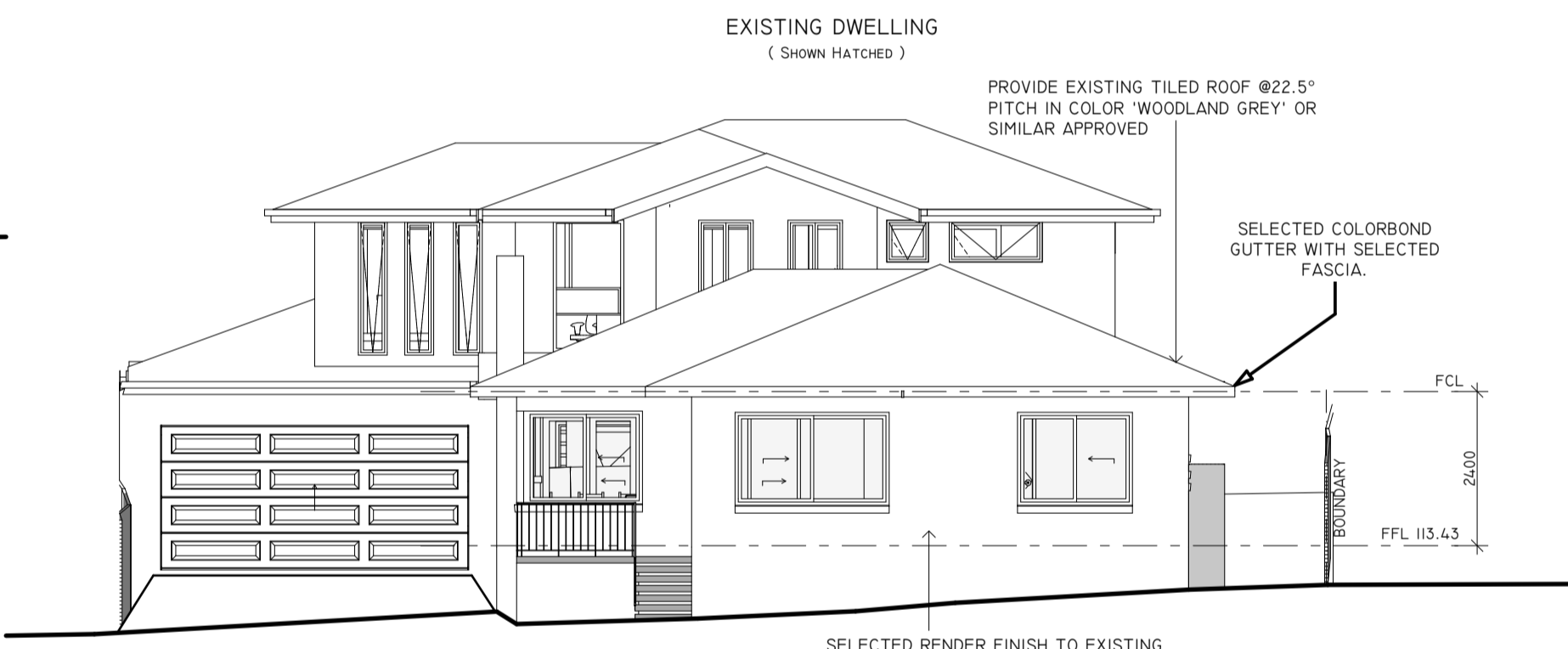
NORTH ELEVATION U2  
SCALE: 1:100



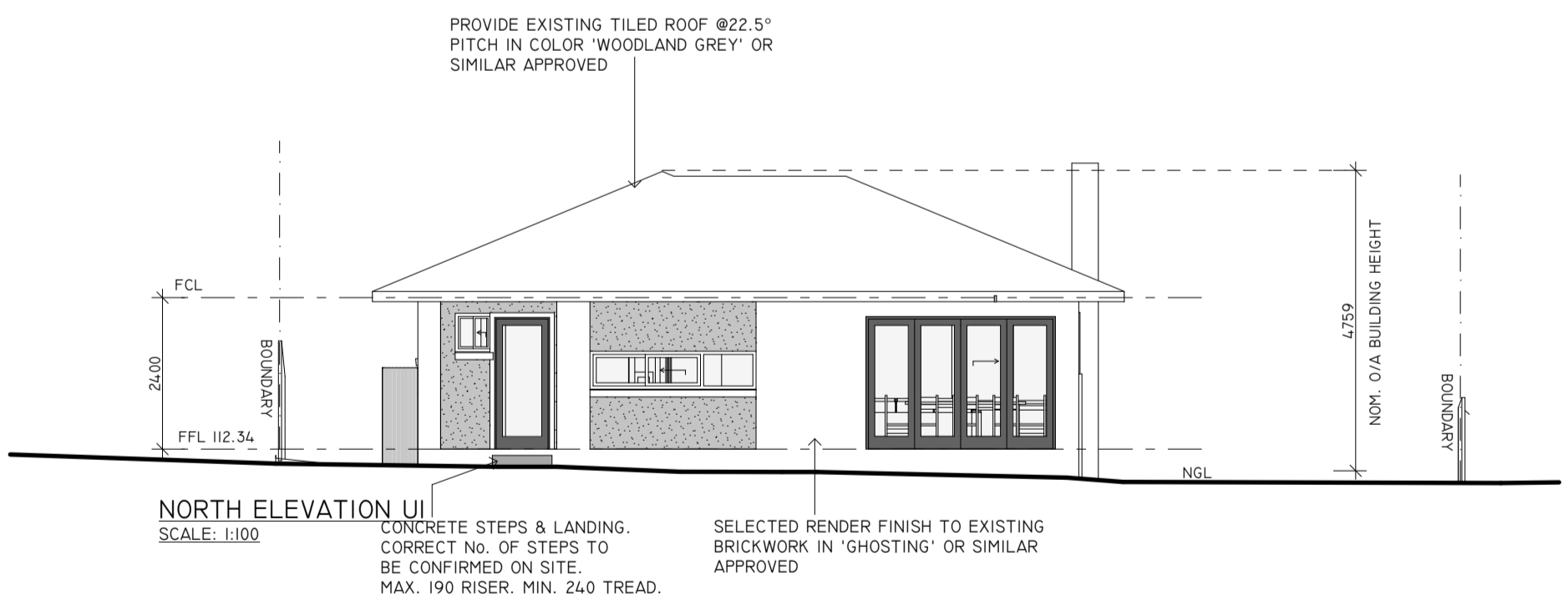
EAST ELEVATION U1 & U2  
SCALE: 1:100



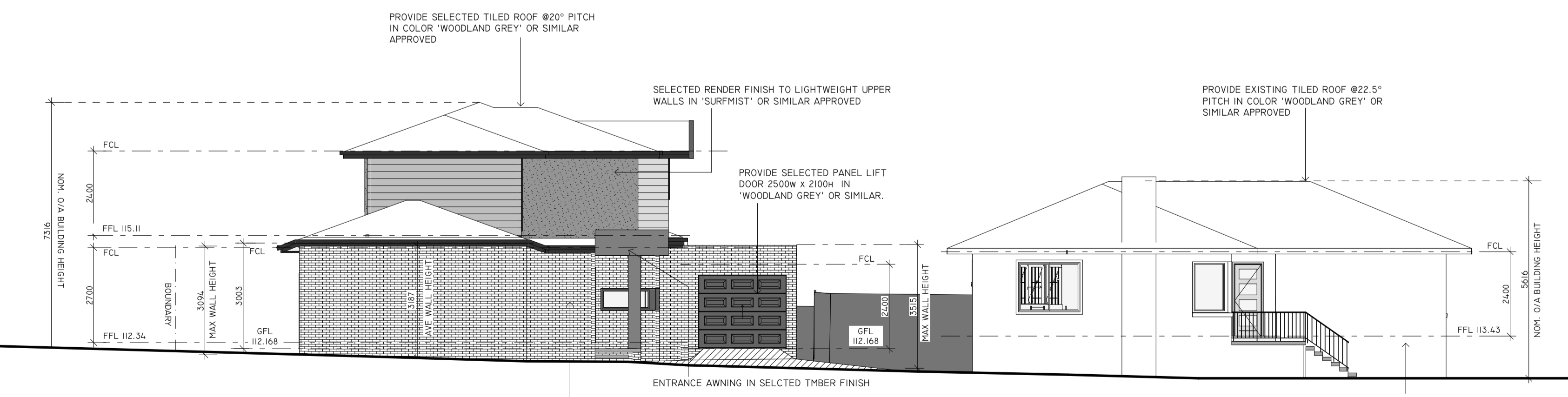
SOUTH ELEVATION U2  
SCALE: 1:100



SOUTH ELEVATION U1  
SCALE: 1:100

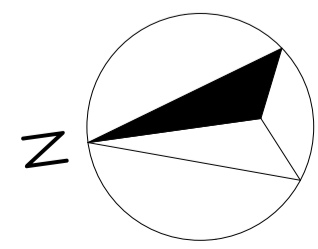


NORTH ELEVATION U1  
SCALE: 1:100



WEST ELEVATION U1 & 2  
SCALE: 1:100

REV	DESCRIPTION	DRAWN	CHECKED	DATE
A	TOWN PLANNING - SUBMISSION	JP	TH	15/03/2018
B	TOWN PLANNING - RFI AMMENDMENTS	JP	TH	15/05/2018
C	FINAL WORKING DRAWINGS	JP	TH	3/09/2018





\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jessica Lee  
L21, 570 Bourke St  
MELBOURNE 3000

Client Reference: 200587

NO PROPOSALS. As at the 7th April 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

151 EASTFIELD ROAD, CROYDON 3136  
CITY OF MAROONDAH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th April 2020

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 36625888 - 36625888144501 '200587'**

# LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015  
Section 229 Local Government Act 1989



**Landata Counter Services**  
**DX250639**  
**Melbourne**

**Certificate No:** 76520  
**Applicant Ref:** 36625888-012-3:43191

**Date:** 7 April 2020

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** 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.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

## **SUNDRY INFORMATION**

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2020 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

## **PROPERTY INFORMATION**

Assessment number: 120405

Property Location: 151 Eastfield Road  
Croydon VIC 3136  
Lot 6 LP 51414

Title Details: CT-8297/175

Valuations

Site Value: \$605,000  
Capital Improved Value \$660,000  
Nett Annual Value: \$33,000  
Relevant Date: 1<sup>st</sup> January 2019

## **ADDITIONAL INFORMATION**

**Please Note – This property is currently being subdivided – For information on street addressing for the proposed properties, please contact Nicholas Rocca 9294 5697.**

RE: 151 Eastfield Road  
Croydon VIC 3136

Certificate No:

76520

**FINANCIAL INFORMATION**

<b>Assessment No:</b>	1204056		
<b><u>RATES &amp; CHARGES</u></b>	<b><u>LEVIED</u></b>	<b><u>REBATES</u></b>	<b><u>BALANCE</u></b>
Arrears			0.00
General Rate	1,386.15	0.00	1,386.15
Waste Service Charge	324.00	0.00	324.00
State Government Fire Levy MFB	147.30	0.00	147.30
Municipal Charge	0.00	0.00	0.00
Legal Costs	0.00	0.00	0.00
State Deficit Levy	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-1,392.00
Less Overpayments			0.00
<b><u>ASSESSMENT TOTAL</u></b>			<b><u>\$465.45</u></b>

**TOTAL BALANCE**

**\$465.45**

**BPAY Payment Details**

**Bill Code: 118992**  
**Reference Number:0012040564**

Please ensure a **Notice of Acquisition** is sent directly to Council at:  
[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au)

**POTENTIAL LIABILITIES**

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$27.00 being the fee for this certificate.



Delegated Officer.

Telephone Enquiries: 03 9298 4327  
Your Reference: 36625888-013-0:43192  
Reg 51 (1)



09 April 2020

Landata Counter Services  
DX250639  
Melbourne

Dear Sir/Madam

**Re: 151 Eastfield Road, Croydon VIC 3136 Lot 6 LP 51414**

I refer to your request for information available from Council records concerning the above property.

**The following Building Permit(s) have been issued within the last 10 years.**

Type of Building	Permit No/Council Reference	Permit Issue Date	Final Cert/Occ Permit Issue Date
Alterations to existing dwelling, Construction of a detached dwelling and garage at the rear.	PBS/14444/2019/0	<b>24-Apr-2019</b>	No Final Recorded

**No Building Notices or Orders are outstanding against this property.**

#### **Combined Allotments Statement**

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

#### **Subdivision of an existing building**

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <http://www.vba.vic.gov.au/consumers/swimming-pools>

**Did you know you can apply for Property Information from Maroondah City Council online and pay via credit card? Register now for our online services at <http://www.maroondah.vic.gov.au/OnlineServices.aspx>. You will receive a prompt email response and you will be helping us achieve our goal of reducing Council's impact on the environment.**

Yours faithfully

[Contact us](#)

Phone 1300 88 22 33 or 9298 4598 Fax 9298 4345

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au) | [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au) | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

[Visit us](#)

**City Offices** Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

ABN 98 606 522 719

*Warren Brooker*

**Warren Brooker  
Municipal Building Surveyor**



09 April 2020

Landata Counter Services  
DX250639  
Melbourne

Dear Sir/Madam

**Re: Property Information Request**

In reply to your request for information pursuant to Reg 51(2) of the Building Regulations 2018, I wish to advise the following:

Subject address: 151 Eastfield Road, Croydon VIC 3136 (Lot 6 LP 51414)

Description of proposed work: Not Stated

**Requested Information Reg 51(2)**

- A search of Council records has indicated the subject property **is not** in an area determined to be liable to flooding as described in regulation 153.
- Council **has** designated the area to be subject to the infestation of termites as described in regulation 150.
- Council **has not** designated the area to be subject to significant snow falls as described in regulation 152.
- Council **has not** designated the subject allotment to being affected by uncontrolled overland drainage as described in regulation 154.
- The property **is** connected to Yarra Valley Waters sewer system.
- Street Type: **Non Declared Road**
- To view bushfire prone area maps go to:  
<http://services.land.vic.gov.au/landchannel/content/serviceDirectory>

NOTES:

- An Asset Protection Permit may be required prior to the commencement of any building work. For further information please contact the Asset Protection Team on 03 9294 5671.
- Maroondah City Council has introduced a Schedule to the Residential 1 Zone that has been adopted under Schedule 6 of the Building Regulations 2018.

Yours faithfully

*Warren Brooker*

**Warren Brooker**  
Municipal Building Surveyor

**Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au) | [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au) | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

**Visit us**

**City Offices** Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

Application Number: 201903060

## FORM 2

Regulation 37(1)

Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**  
**Building Permit No. BSU33771/201903060/0 24 April 2019**  
**All**  
**Variation 01 - 09 January 2020**

### Issued to

Agent of Owner **Eastcad Design Pty Ltd**  
Postal Address **150 Maroondah Highway RINGWOOD** Postcode **3134**  
Email **tony@eastcad.com.au**  
Contact Person **Tony Hellenen** Telephone **8822 0835**

### Ownership Details (if person issued with permit is not the owner)

Owner **AA Group Holding Pty Ltd**  
Postal Address **12 Marleigh Street Vermont** Postcode **3133**  
Email **aamanfre@yahoo.com.au**  
Contact Person **Angelo Manfre** Telephone **0405 188 200**

### Property Details [include title details as and if applicable]

Number **151** Street/Road **Eastfield Road** Suburb **CROYDON** Postcode **3136**  
Lot/s **6** LP/PS **051414** Volume **08297** Folio **175**  
Crown allotment **N/A** Section No **N/A** Parish **N/A** County **N/A**  
Municipal District **Maroondah City** Council

### Builder

Name **Soheil Laghaeian** Telephone **0411 038 834**

\*Building practitioner **DBU43157**  
registration no:

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

### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Soheil Laghaeian	Builder	DBU43157

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Anthony Hellenen	Drafting	DPAD45080
Jeremy Grosbois	Civil Engineer	EC 384888

### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **Victorian Managed** Insurance Authority  
Insurance policy number : **N/A**  
Insurance policy date : **27/03/2019**

### Details of Relevant Planning Permit

Planning Permit No: **M/2018/385**

Date of grant of Planning Permit: **18 July 2018**

### Nature of Building Work

Description: **Alterations to** existing dwelling Construction of a detached dwelling and garage at the rear  
Version of BCA applicable to permit: **2016**  
Cost of Building Work: **\$400,000.00**  
Total floor area of new building work in m<sup>2</sup>: **214**

### Revisions

1. Variation 01 - 09 January 2020: Incorporate the timber deck and retaining wall

### Building classification

Part of Building: **Unit 1**

BCA Classification: **1a** - Single dwelling

Part of Building: **Unit 2**

BCA Classification: **1ai** - Detached house

Part of Building: **Unit 1's** Garage

BCA Classification: **10a** - Garage, carport, shed or storage facility

Part of Building: **Unit 2's** Garage

BCA Classification: **10a** - Garage, carport, shed or storage facility

Part of Building: **Timber deck**

BCA Classification: **10a**

Part of Building: **Retaining wall**

BCA Classification: **10b**

### Protection Work

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

### Inspection Requirements

The mandatory inspection notification stages are:

1. Prior to placing a footing Piers (34 Piers)
2. Prior to placing a footing Preslab slab on ground
3. Prior to pouring in situ concrete Slab steel
4. Completion of framework Timber frame
5. Final upon completion of all building work

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building

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

### Commencement and Completion

This building work must commence by 24 April 2020

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

---

This building work must be completed by 24 April 2021

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

## Conditions

This permit is subject to the following conditions

1. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
2. All new building works are not to project over title boundaries.
3. All relevant Planning conditions and endorsed plans must be complied with.
4. Each mandatory inspection stage is to be inspected and approved before works may proceed.
5. Protection from subterranean termites is to be provided in accordance with NCC 2016 and AS 3660.1 – Durable notice to be fixed in meter box.
6. Site is to be adequately fenced and secured at all times.
7. This building permit includes up to 5 mandatory inspections. Any additional inspections will incur additional fees.
8. Where timber trusses are specified, 3 copies of the truss computations, layout plan & designer's certificate must be provided for approval prior to the frame inspection stage.

## Relevant Building Surveyor

Name: **Lloyd Lewis**

Address: **8 Stevenson** Avenue, Dandenong North

Email: **admin@approved.net.au**

Building practitioner registration no.: **BSU33771**

Municipal district: **Maroondah City** Council

Permit no.: **BSU33771/201903060/0**

Date of issue of permit: **24 April 2019**



Our ref: M/2018/385  
Enquiries to: Statutory Planning  
1300 88 22 33

6 May 2020

AA Group Holding Pty Ltd  
12 Marleigh St  
Vermont VIC 3133

Dear Sir/Madam

**Final Landscape Inspection**  
**M/2018/385**  
**151 Eastfield Road, Croydon VIC 3136**

Council has recently conducted a final landscape inspection at the above address.

Council confirms that the landscaping works have been completed in accordance with the endorsed Landscape Plans and to the satisfaction of the responsible authority.

Landscaping must hereafter be maintained to the satisfaction of the responsible authority and in accordance with the endorsed plans. Changes to the landscaping, including any removal or substitution of canopy trees, or reduction in the area of soft landscaping, may not be undertaken without written consent from the responsible authority.

Should you have any questions relating to the above, please do not hesitate to call on the above number.

Yours faithfully

**Environmental Planning**  
**Statutory Planning**

**Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345  
maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

**Visit us**

**City Offices** Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

Application Number: 201903060

## FORM 16

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

### OCCUPANCY PERMIT

#### Property Details

Number: <b>151</b>	Street/Road: <b>Eastfield Road</b>	Suburb: <b>CROYDON</b>	Postcode: <b>3136</b>
Lot/s: <b>6</b>	LP/PS: <b>051414</b>	Volume: <b>08297</b>	Folio: <b>175</b>
Crown: allotment <b>N/A</b>	Section: No <b>N/A</b>	Parish: <b>N/A</b>	County: <b>N/A</b>
Municipal District: <b>Maroondah City Council</b>			

#### Building permit details

Building permit number: **BSU33771/201903060/0**  
Version of BCA applicable to building permit: **2016**

#### Building Details

Part of building to which permit applies:	<b>Unit 2</b>
Permitted use:	<b>Dwelling</b>
BCA Class of building:	<b>1ai - Detached house</b>

Part of building to which permit applies:	<b>Unit 2's Garage</b>
Permitted use:	<b>Garage</b>
BCA Class of building:	<b>10a - Garage, carport, shed or storage facility</b>

Part of building to which permit applies:	<b>Retaining wall</b>
Permitted use:	<b>Retaining wall</b>
BCA Class of building:	<b>10b</b>

#### Suitability for occupation

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

## Approved Inspections

Inspection Type	Approved Date
Prior to placing a footing Piers (34 Piers)	03/05/2019
Prior to placing a footing Preslab slab on ground	31/05/2019
Prior to pouring in situ concrete Slab steel	04/06/2019
Completion of framework Timber frame	01/08/2019
Prior to placing a footing Piers to retaining wall	21/01/2020
Final upon completion of all building work	06/05/2020

## Relevant building surveyor

Name: **Lloyd Lewis**  
Address: **8 Stevenson Avenue, Dandenong North**  
Email: **admin@approved.net.au**  
Building practitioner registration no.: **BSU33771**  
Municipal district name: **Maroondah City Council**  
Occupancy Permit no. **BSU33771/201903060/0**  
Date of issue: **12 May 2020**  
Date of final inspection **6 May 2020**  
Signature:



Application Number: 201903060

## FORM 17

Regulation 200  
**Building Act 1993**  
Building Regulations 2018

### CERTIFICATE OF FINAL INSPECTION

#### Property Details

Number: **151** Street/Road: **Eastfield Road** Suburb: **CROYDON** Postcode: **3136**  
Lot/s: **6** LP/PS: **051414** Volume: **08297** Folio: **175**  
Crown allotment: **N/A** Section: No **N/A** Parish: **N/A** County: **N/A**  
Municipal District: **Maroondah City Council**

#### Building permit details

Building permit number: **BSU33771/201903060/0**  
Version of BCA applicable to building permit: **2016**

#### Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Unit 1's Alteration	Dwelling	1a - Single dwelling
Unit 1's Garage	Garage	10a - Garage, carport, shed or storage facility
Timber deck	Timber deck	10a

#### Maintenance determination

A maintenance determination **is not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.


#### Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

#### Approved Inspections

Inspection Type	Approved Date
Prior to placing a footing Piers (34 Piers)	03/05/2019
Prior to placing a footing Preslab slab on ground	31/05/2019
Prior to pouring in situ concrete Slab steel	04/06/2019
Completion of framework Timber frame	01/08/2019
Prior to placing a footing Piers to retaining wall	21/01/2020
Final upon completion of all building work	06/05/2020

#### Relevant building surveyor

Name: **Lloyd Lewis**  
Address: **8 Stevenson Avenue, Dandenong North**  
Email: **admin@approved.net.au**  
Building practitioner registration no.: **BSU33771**  
Municipal district name: **Maroondah City Council**  
Certificate no: **BSU33771/201903060/0**  
Date of issue: **12/05/2020**  
Date of final inspection: **6 May 2020**  
Signature: 



7th April 2020

Jessica Lee C/- GXS  
LANDATA

Dear Jessica Lee C/- GXS,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	151 EASTFIELD ROAD CROYDON 3136
<b>Applicant</b>	Jessica Lee C/- GXS LANDATA
<b>Information Statement</b>	30529097
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	200587

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

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

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

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Encumbrance**

Property Address	151 EASTFIELD ROAD CROYDON 3136
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

### **Melbourne Water Encumbrance**

Property Address	151 EASTFIELD ROAD CROYDON 3136
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

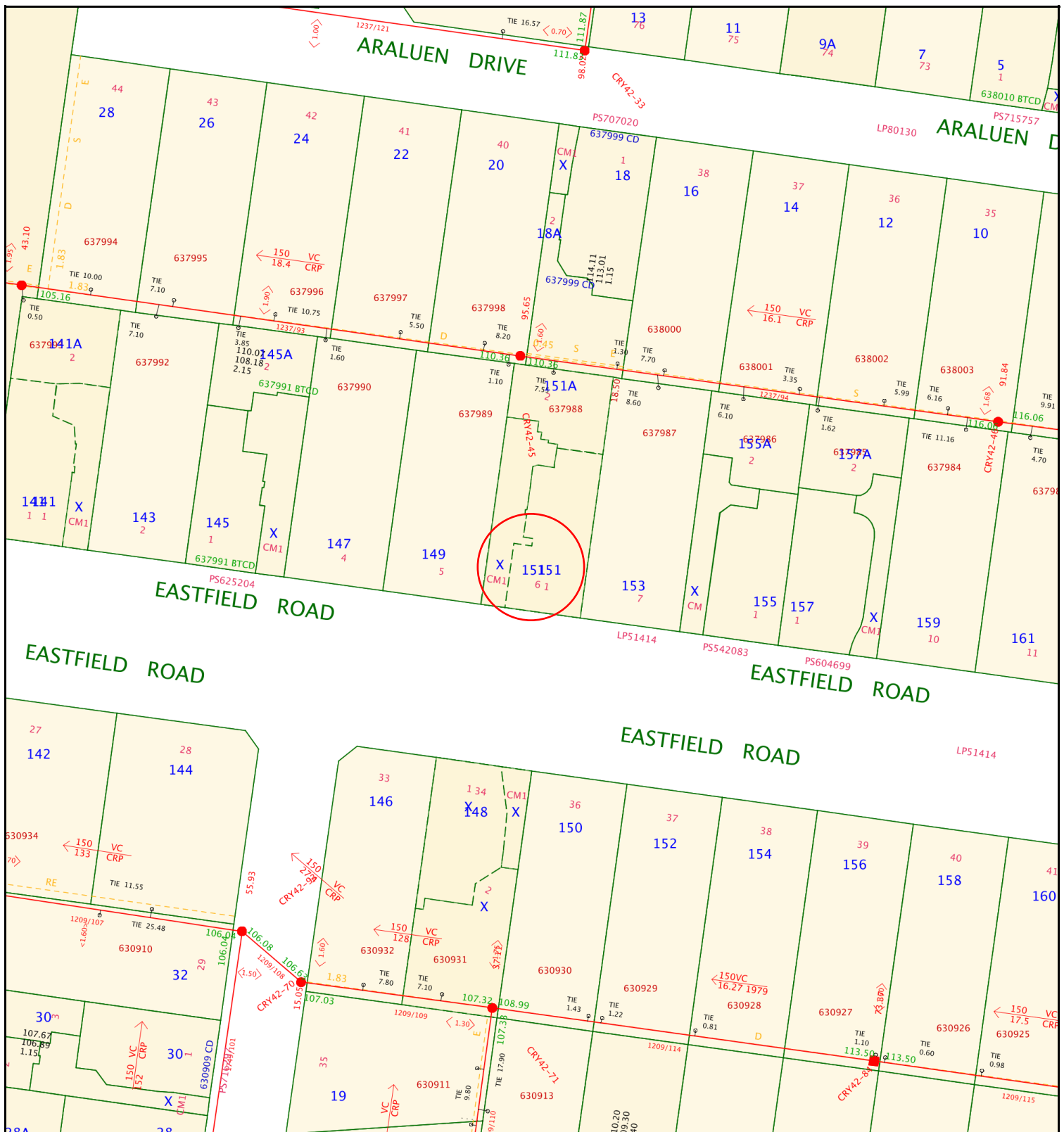
#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30529097**

<b>Address</b>	151 EASTFIELD ROAD CROYDON 3136
<b>Date</b>	07/04/2020
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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

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

23rd May 2019

**Application ID: 393574**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Connection Details**

Product	Pipe Material	Pipe Size	Qty	Street where main located
20mm Connection - Drinking Water	CAST IRON CEMENT LI	150	1	Eastfield Road

**Required Services**

Product	Qty
20mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	1

**Sewer**

**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Sewer Connection	637988

**Multiple Lots**

Number of Lots	2
----------------	---

**Specific conditions affecting encumbrances on property:**

Private Main

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Select Solutions on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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



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

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

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

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

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

## **SEWER**

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

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

## **CONDITIONS OF CONSENT**

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

### **CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT**

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at [www.esc.vic.gov.au](http://www.esc.vic.gov.au).

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

### **SUBDIVISIONAL CONDITIONS**

We advise that should this development proceed to subdivision the plan of subdivision must include easements under Section 12(2) of the subdivision act or an Owners Corporation schedule. Should this not be the case, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your

surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

Jessica Lee C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 6314955671  
Rate Certificate No: 30529097

Date of Issue: 07/04/2020  
Your Ref: 200587

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
151 EASTFIELD RD, CROYDON VIC 3136	6\LP51414	1378841	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2020 to 30-06-2020	\$19.43	\$19.43
Residential Water Usage Charge <i>Step 1 – 4.000000kL x \$2.66200000 = \$10.65</i> Estimated Average Daily Usage \$0.11	20-11-2019 to 29-02-2020	\$10.65	\$0.00
Residential Sewer Service Charge	01-04-2020 to 30-06-2020	\$113.94	\$113.94
Residential Sewer Usage Charge <i>4.000000kL x 0.664802 = 2.659207 x 0.900000 = 2.393286 x \$1.14260000 = \$2.73</i> Estimated Average Daily Usage \$0.03	20-11-2019 to 29-02-2020	\$2.73	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-04-2020 to 30-06-2020	\$25.38	\$25.38
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$158.75
	<b>Total Due</b>		\$158.75

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**



GENERAL MANAGER  
RETAIL SERVICES

#### Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Any deferred property debt is included in the arrears figures.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

**Property No:** 1378841

**Address:** 151 EASTFIELD RD, CROYDON VIC 3136

**Water Information Statement Number:** 30529097

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 63149556718



**Mail a Cheque** with the Remittance Advice  
below to:  
**Yarra Valley Water**  
GPO Box 2860 Melbourne VIC 3001

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

## PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1378841

**Address:** 151 EASTFIELD RD, CROYDON VIC 3136

**Water Information Statement Number:** 30529097

**Cheque Amount:** \$

### Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

### Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

### Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

**Phone:** 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

**Email:** [support@pexa.com.au](mailto:support@pexa.com.au)



# Land Tax Clearance Certificate

## Land Tax Act 2005



JESSICA LEE

**Your Reference:** LD:36625888-009-3.200587

**Certificate No:** 37028463

**Issue Date:** 07 APR 2020

**Enquiries:** ESYSPROD

**Land Address:** 151 EASTFIELD ROAD CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9542970	6	51414	8297	175	\$1,000.00

**Vendor:** AA GROUP HOLDING PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
AA GROUP HOLDING PTY LTD	2020	\$605,000	\$1,000.00	\$0.00	\$1,000.00

**Comments:** Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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 IMP VALUE:** \$660,000

**SITE VALUE:** \$605,000

**AMOUNT PAYABLE:** \$1,000.00

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 37028463

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - vendor, or
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$1,000.00

Taxable Value = \$605,000

Calculated as \$975 plus ( \$605,000 - \$600,000) multiplied by 0.500 cents.

## Land Tax Clearance Certificate - Payment Options

<b>BPAY</b> 	Biller Code: 5249 Ref: 37028463
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 37028463
<b>Visa or Mastercard.</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 151 EASTFIELD ROAD

SUBURB: CROYDON

MUNICIPALITY: MAROONDAH

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 50 Reference J8  
Melways 40th Edition, Street Directory, Map 50 Reference J7

DATE OF SEARCH: 7th April 2020

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 36625888 - 36625888144501  
'200587'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

Environment Protection Authority Victoria  
GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

Angelo Manfre  
151 Eastfield Rd  
CROYDON VIC 3136

07/11/2019

## ***Your Woolworths Home Insurance policy is due for renewal***

Dear Angelo,

Your policy HOM106675449 is due to automatically renew at 00:01am on December 7th 2019. There are a few key things you need to do before the renewal date:

- 1. Certificate of Insurance (COI):** Review the COI included, which contains your renewal offer, as well as details such as your premium and policy terms. Please check to ensure the information is correct, up to date and that you have complied with your duty of disclosure. If you're happy with the renewal offer, there's nothing more you need to do. Your policy will automatically renew and the premium will be collected from your nominated account/credit card. If you need assistance with estimating the value of your building, visit [woolworths.com.au/Building-Calculator](http://woolworths.com.au/Building-Calculator).
- 2. How your premium is calculated:** Review information about how your renewal premium is calculated. This information can be found in our Premium, Excess and Discounts Guide, by visiting [woolworths.com.au/homepremiumguide](http://woolworths.com.au/homepremiumguide)
- 3. Register for My Insurance Portal:** If you haven't already, before your policy renewal, log on to check and update your payment details, contact details and access your policy information at [woolworths.com.au/myinsuranceportal](http://woolworths.com.au/myinsuranceportal)

There are also a few changes added to the COI pack for you to review and consider these include:

- 4. Changes to your premium:** We have changed the way we price. You now pay less if you choose to pay annually. If you would like to change your payment frequency, or understand how this change impacts you, please contact our customer service team.

In the event you need to make a claim we're here:

- 5. Making a claim:** Visit [woolworths.com.au/makeaclaim](http://woolworths.com.au/makeaclaim) and find out how to submit your claim quickly and easily.

If you need to make any changes or do not wish to renew your insurance policy, please contact our customer service team before December 7th 2019. You can still cancel your policy up to 14 days post your renewal date and receive a full refund, provided no claims are made within the cooling off period. Please note if the information on the COI is not correct and up to date, you may not be covered.



Woolworths Insurance  
Locked Bag 2010, St Leonards, NSW 1590  
Telephone: 1300 641 379  
Facsimile: 02 8867 6799  
**[woolworths.com.au/insurance](http://woolworths.com.au/insurance)**

If you have any questions, or require another copy of the PDS, please visit [woolworths.com.au/insurance](http://woolworths.com.au/insurance) or contact our friendly customer service team, 8am to 8pm, Monday to Friday and 9am to 5pm, (AEST) Saturday and Sunday (except public holidays) on 1300 641 379 .

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Gerrad Hennessy", with a long, sweeping underline.

Gerrad Hennessy  
Head of Insurance

07/11/2019

## *Certificate of Insurance and Tax Invoice*

### **What you need to do**

Set out below is your duty of disclosure which you need to comply with before the renewal date. You also need to:

- check and make sure the information in this Certificate is accurate and that the cover provided suits your needs; and
- check that your answers and confirmations to various questions we have asked in the past which we have printed on this certificate remain accurate and that nothing has changed since then.

If any information is inaccurate or there have been any changes, please contact us as if it is not accurate or up to date you may not have cover.

### **Your Duty of Disclosure**

*Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.*

*If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.*

*Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any changes or tell us that there is no change.*

*If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You have this duty until we agree to renew the contract.*

#### ***If you do not tell us something***

*If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.*

### **Details**

Policy number	HOM106675449
Insured name(s)	Angelo Manfre Andrew Scott
Period of insurance	From 00:01am 07/12/2019 to 11:59 pm 07/12/2020. Time based on EST (Eastern Standard Time).

## *Your premium*

Base Premium	\$609.08
Emergency Services Levy*	\$0.00
Goods and Services Tax (GST)	\$60.91
Stamp Duty	\$67.00
Total Premium	\$61.42 per month

\*Emergency Services Levy is included and applicable for NSW only.

## *Your payment*

Method of payment	Monthly by Direct Debit
Premium due date	07/12/2019

Cooling off period and cancellation fee

You have 14 days after buying or renewing this policy to decide if it meets your needs and you wish to continue. If you choose to cancel your policy within the 14 days after buying this policy we will give you a refund provided you have not made a claim. Should you decide to cancel after the cooling off period we will deduct a \$30 fee to cover reasonable administration expenses.

## *Your Building and Contents insurance*

Insured address	151 Eastfield Rd Croydon VIC 3136
Financial interest	None listed



## *Building and Contents details*

Cover type	Standard Contents Standard Building
Building sum insured	\$367,300
Contents sum insured	\$31,500 ** ** Contents total includes items listed under 'Valuables at home' totalling \$0.00
Legal liability	\$20 million
Building flood cover	Covered
Contents flood cover	Covered
Optional covers	None
	Please read this Certificate of Insurance with the Product Disclosure Statement (PDS) as together they set out the full terms and conditions (including any limits and exclusions) of your policy with us.
You have told us that	The home is owner occupied and is well maintained. The main construction type of the House is Brick Veneer with a Tiles roof. The home is not heritage listed. The home is not used for business purposes.

You have told us that you have the following security features

Do you have deadlocks/patio bolts on all external doors Yes

Do you have 2 or more of the following-Keyed window locks,security shutters>window bars,security mesh Yes

Monitored back to base alarm No

## *Excesses*

Building excess	\$500
Contents excess	\$500

Earthquake excess	\$500 ***
Flood excess	\$500 ***

\*\*\* If you have a claim for one of these events, the higher of your selected excess or fixed excess will apply.

*Declared information*

You have told us that you or any named insured, have not had:

- an insurance claim declined for fraud or dishonesty;
- any criminal convictions in the last 5 years.

*You confirm that*

You, your partner (legal or defacto) or any other named insured, are not currently bankrupt or subject to a personal insolvency agreement under Part 9 or Part 10 of the Bankruptcy Act.

*Claims history in the past 3 years*

No claims

*Special condition(s)*

Special conditions of your insurance

It is hereby noted that AA Group Holding has a financial interest in this property. It is hereby noted that Theresa Leanne Entink and Wayne Douglas Young has a financial interest in this property.

*Valuables at home*

None listed  
Please read this Certificate of Insurance with the Product Disclosure Statement (PDS) as together they set out the full terms and conditions (including any limits and exclusions) of your policy with us.

*Portable valuables*

You have not elected to take this cover

*Unspecified portable valuables*

\$0.00  
Premium for this cover is \$0.00

*Specified portable valuables*

\$0.00  
Premium for this cover is \$ 0.00

Total premium for portable valuables outside the home is \$0.00  
(Including taxes and government charges)



**MR MANFRE & MR SCOTT**  
**12 MARLEIGH ST**  
**VERMONT VIC 3133**

23 March 2020

Dear Mr Manfre

**Policy Number** 117535222 01  
**Insured Address** A/151 EASTFIELD ROAD, CROYDON 3136  
**Cover Type** Home and Contents Insurance

Thank you for choosing Budget Direct in association with Auto & General Services. Please keep this cover letter and your enclosed policy documents in a safe place after you have read them.

### WHAT YOU NEED TO DO NOW

- ☑ **Check all of the enclosed documents carefully, particularly the Insurance Certificate and Your Declarations. This is an important part of your Duty of Disclosure (Product Disclosure Statement).** If you find any errors or omissions, update your policy details online or call us.

Yours Sincerely,

Paul Dilnot  
General Manager, Customer Services Department

## Insurance Certificate - your personal details

**Important:** Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure

Policyholder(s)	<b>Mr Manfre &amp; Mr Scott</b>
Risk Address	<b>A/151 EASTFIELD ROAD CROYDON VIC 3136</b>
Postal Address	<b>12 MARLEIGH ST VERMONT VIC 3133</b>
Phone Numbers	<b>0405188200</b>
Policy Begins	<b>23 March 2020 09:56 AEST</b>
Policy Ends	<b>23 March 2021 16:00 AEST</b>

### Home Insurance

Sum Insured	<b>\$500,000</b>
Accidental Damage	<b>Not Included</b>
Flood	<b>Not Included</b>
Motor Burnout	<b>Not Included</b>
Sum Insured Safeguard	<b>Included</b>
Excesses	<b>Basic Excess \$500</b>
Additional Excesses	<b>Earthquake or Tsunami Excess \$500 (Payable in addition to the Basic Excess)</b>

### Contents Insurance

Sum Insured	<b>\$20,000</b>
Accidental Damage	<b>Not Included</b>
Flood	<b>Not Included</b>
Motor Burnout	<b>Not Included</b>
Commercial Storage	<b>Not Included</b>
Specified Items	<b>None Specified</b>
Excesses	<b>Basic Excess \$500</b>
Additional Excesses	<b>Earthquake or Tsunami Excess \$500 (Payable in addition to the Basic Excess)</b>

### Personal Effects - Not Included

This policy does not include cover for Personal Effects.

### Legal Liability

Limit of Liability	<b>\$20 million</b>
Excess on Claims	<b>Your Basic Policy Excess will apply</b>

### Important Note

**This policy does NOT cover Flood.**

**This is part of your INSURANCE CONTRACT together with the most recent of the following:**

- ▶ **PRODUCT DISCLOSURE STATEMENT**
- ▶ **YOUR DECLARATIONS**
- ▶ **COVER LETTER**

**Please Turn Over - Important Information Overleaf**

## Payment Details:

	Amount	Emergency Services Levy	Stamp Duty	GST	Total
Home Premium	\$331.45		\$36.46	\$33.15	\$401.06
Contents Premium	\$166.14		\$18.28	\$16.61	\$201.03
Instalment Processing Fee	\$50.40			\$5.04	\$55.44
<b>Total Payable**</b>					<b>\$657.53</b>

Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the total amount payable.

## Pay Plan

The table below outlines the payment arrangements to the Direct Debit Request (DDR), credit card payment authority, PayPal agreement, you authorised to AGS (User ID: 142038) either over the telephone or via the internet. If your payments are made by Direct Debit please also refer to the DDR Service Agreement.

## Deduction Details:

Date*	Amount	GST	Account***	Status
24/03/2020	\$55.06	\$4.64	MASTERCARD - 5*****8801	To be Lodged
24/04/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/05/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/06/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/07/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/08/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/09/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/10/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/11/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/12/2020	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/01/2021	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged
24/02/2021	\$54.77	\$4.56	MASTERCARD - 5*****8801	To be Lodged

\* On or soon after.

\*\* The total amount payable for this policy as a single payment would be \$545.89

\*\*\* Please note that for privacy and security reasons, we encrypt part of your credit card or account number. If you believe the information could be incorrect please contact our Customer Service Department on the number shown on the front of your Insurance Certificate.



## Your Declarations - what you have told us

**Important:** Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure

### The Insured

Name	Mr Angelo Manfre
Date of Birth	14/08/1972
Sex	Male
Name	Mr Andrew Scott
Date of Birth	31/03/1974
Sex	Male

### The Insured and All Household Members

Have you held insurance for this address in the last 7 days? **No**

In the last 5 years, has an insurance company cancelled or refused to renew insurance for the policy holder or any of the household members? **No**

In the last 5 years has the insured or any household member had any thefts, burglaries or made any insurance claims for home and/or contents? **No**

Has the policy holder or any of their household members ever been convicted of a criminal offence? **No**

(We don't want to know about convictions or offences the law permits you not to disclose).

### The Dwelling

How is the home occupied?	<b>Unoccupied Will Be Owner Occupied</b>
What type of property is the home?	<b>Townhouse</b>
Is the home part of a Body Corporate or Strata Title complex?	<b>No</b>
What year was the home built?	<b>2019</b>
When did you move to this address?	<b>Not yet living at this address</b>
What is the main building material of the exterior walls?	<b>Brick Veneer</b>
What is the main construction material of the roof?	<b>Cement Tiles</b>
Is any person living in the home retired?	<b>No</b>
Will the home be unoccupied during the term of the policy?	<b>Yes</b>
What date will the home be reoccupied?	<b>29/03/2020</b>
Is the home in good condition?	<b>Yes</b>
How many unrelated people live in the home?	<b>0</b>

### Home Based Business

Is any part of the property used as a business premises, or for buying, selling or storing business products, services or equipment? **No**

**Please Turn Over - Important Information Overleaf**

## Your Declarations - what you have told us

**Important:** Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure

### Renovation, Alteration, Extension or Demolition

Is the home being constructed, or undergoing renovation, alteration, extension or being demolished?

**Not Under Construction, Renovation Or Being Demolished**

### Security - All External Doors

Are **all** external doors of the home including sliding, bi-fold or french doors secured with any combination of the following?

- ▶ Double keyed deadlocks.
- ▶ Patio bolts/key operated sliding door locks.
- ▶ Triple locked security doors.

**Yes**

### Security - Accessible Windows

Are **all** windows of the home that are on the ground or first floor level secured with any combination of the following?

- ▶ Key operated window locks.
- ▶ Security screens/bars/grilles.

**Yes**

### Security - Other

Is the home fitted with a security alarm?

**No**

### Claims and Unclaimed losses in the last 5 years

Type/Extent of Loss

Year

None Disclosed

## Financial Services Guide

### THE PURPOSE OF THIS FINANCIAL SERVICES GUIDE (FSG)

The financial services referred to in this FSG are offered by Auto & General Services Pty Ltd ACN 003 617 909 which holds Australian Financial Services Licence Number 241411 (**AGS, us, we**).

The purpose of this FSG is to give you important information to assist you to decide if you wish to use any of the financial services provided by us as set out in this FSG. The guide explains the services we can offer to you, how we (and our associates) are remunerated and details of our internal and external dispute resolution procedures and how you can access them. This FSG does not provide information about the financial services offered by AGS in respect of life and income insurance products. Further information regarding those products can be found in our FSG for these insurances.

Before purchasing any financial product through us, you should read the Product Disclosure Statement (**PDS**) applicable to the insurance product you are purchasing which is available from us. The PDS contains information about the particular product to help you make an informed decision about whether or not to buy that product.

### AUTHORISED FINANCIAL SERVICES

Auto & General Services is licensed to deal in, and provide advice on general insurance products.

### WHO WE ACT FOR

AGS acts under a binder agreement with Auto & General Insurance Company Limited ABN 42 111 586 353 (**the Insurer**). The Insurer issues and underwrites the insurance products. AGS is authorised by the Insurer under the agreement to enter into insurance policies, and to amend, or cancel insurance, and administer claims on behalf of the Insurer and not on your behalf. AGS and the Insurer are related companies.

### HOW WE ARE PAID

AGS receives a commission of up to 27% of your premium (excluding any fees or government taxes and charges) from the Insurer for providing the services described above. We may also receive remuneration by way of additional commission to cover referral or administration fees (see HOW WE PAY OTHER PARTIES below). Our sales staff are paid a salary and may receive bonuses.

### HOW WE PAY OTHER PARTIES

Where you have been introduced to us by one of our partners and you decide to acquire one of those products, we may pay our partner. The payment amount depends on the product type, premium, and the specific arrangement entered into with that partner.

The remuneration may also be paid on renewal and premium adjustments. Any remuneration paid to our partners is not charged directly to you. If you would like more details about the remuneration (including commission) or other benefits the partner receives, please ask for it within a reasonable period after you receive this document and before the relevant insurance is issued to you.

### FEES THAT MAY BE CHARGED

Fees (inclusive of GST) that you could incur once you have taken out a policy through AGS are:

Early Cancellation	\$40.00
Monthly Instalment Processing	12 payments of 66 cents per \$100 of premium or part thereof
Fortnightly Instalment Processing	26 payments of 31 cents per \$100 of premium or part thereof
Payment Resubmission	\$11.00

### WHAT YOU SHOULD DO IF YOU HAVE A COMPLAINT

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, you should:

**Step 1** - Contact the appropriate department manager at the details shown on the Insurance Certificate.

**Step 2** - If the matter is not resolved to your satisfaction within 14 days, please contact the Dispute Resolution Manager.

**Step 3** - If you are still not happy with our answer you can refer the complaint to the Australian Financial Complaints Authority (**AFCA**). The AFCA is an external dispute resolution service of which AGS and the Insurer are members. You can contact us and we will provide details of how to access the AFCA.

### COMPENSATION ARRANGEMENTS

AGS has professional indemnity insurance arrangements in place to cover retail clients for losses suffered because of breaches of financial services laws, negligence, and other misconduct. Subject to the terms of the insurance these arrangements cover claims in relation to conduct of employees/representatives of AGS, even after they have ceased employment. These arrangements comply with the requirements of s 912B of the Corporations Act.

### HOW TO CONTACT US

You may instruct and contact us by any of the following ways:

- by calling the numbers shown on the Insurance Certificate if you already have a policy with us, or
- by writing to us at PO Box 342, Toowong QLD 4066.

### DATE PREPARED

This FSG was prepared on 25 October 2018.

**DIRECT DEBIT REQUEST SERVICE AGREEMENT**

If you elect to make a Payment to AGS by direct debit from your Account through the Bulk Electronic Clearing System, then the following terms and conditions of this DDR Agreement, your DDR and the Pay Plan apply. We have included with this DDR Agreement (or, if you completed your DDR on-line, we will forward to you) a copy of the Pay Plan. The Pay Plan sets out details of your direct debit arrangements and DDR. Please let us know in writing to our Address if any details in the Pay Plan are incorrect.

**OUR COMMITMENT TO YOU****1. Drawing Arrangements:**

You have authorised us to debit the Payment from your Account in accordance with your DDR. We will comply with your DDR when debiting any Payments.

Where the due date for a Payment falls on a non business day in the place of lodgement, we will draw the Payment on the next business day. If you are uncertain about when a Payment will be due, you should contact your Financial Institution.

We will not change the amount or frequency of a Payment or the terms of this DDR Agreement unless we give you at least 14 days' notice.

Notwithstanding anything else to the contrary in this DDR Agreement, if your insurance is on a fortnightly Pay Plan, then you agree if you miss a payment, we may automatically spread the missed payment across the balance of the instalments resulting in an increase in instalments, but not the overall premium.

We may cancel or suspend the DDR Agreement if you provide us with any incorrect Account details, a Payment is dishonoured or you stop a Payment.

**2. Your Rights:**

You may stop any Payment or cancel the DDR Agreement at any time by sending written notice directly to us to our Address or by notifying your Financial Institution. Notice given to us should be received by us at least 7 Business Days prior to the due date for a Payment which you wish to stop.

You may request a change or deferment of a Payment or your DDR by contacting us in writing at our Address and advising your requirements not less than 7 Business Days prior to the due date for a Payment which you wish to change or defer.

**YOUR COMMITMENT TO US****1. Your Responsibilities:**

It is your responsibility to ensure that sufficient funds are available in your Account to meet a Payment on its due date. If there are insufficient funds in your Account to make a Payment and your Financial Institution dishonours the Payment:

- we may attempt to re-process the Payment;
- we may cancel or suspend the DDR Agreement;
- we will charge you a fee as set in the FSG; and
- you must arrange with us a suitable alternate payment method.

You should check your Account regularly to ensure that the correct amounts have been debited from your Account in accordance with the DDR.

It is your responsibility to ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution.

It is your responsibility to advise us in writing to our Address if your Account is transferred or closed.

It is also your responsibility to arrange with us a suitable alternate payment method if you wish to stop a Payment or cancel your DDR.

**2. Your Account:**

Direct debiting through the Bulk Electronic Clearing System may not be available on all accounts including your Account. You should check the details of your Account (as set out in the Pay Plan) against a recent statement from your Financial Institution and if you are uncertain of your Account details, you should check them with your Financial Institution.

**3. Your Indemnity:**

You agree to indemnify us for any loss or expense we suffer which arises from or in connection with you giving us incorrect or false information in the DDR. This indemnity will survive termination of the DDR Agreement.

**DISPUTE RESOLUTION**

Where you consider that a Payment has been incorrectly processed or you dispute any Payment you may take the matter up directly with us by notifying us in writing to our Address or with your Financial Institution.

If you write to us about a dispute, we will attempt to resolve the dispute within 14 days of receiving your written dispute. We will write to you about our decision. If you are not happy with our decision, you may refer the dispute to your Financial Institution.

**PRIVACY**

We will keep all information pertaining to your Account and your DDR private and confidential in accordance with our Privacy Policy which can be obtained by contacting us. Our financial institution may require information pertaining to your Account and your DDR if there is a claim made on it relating to an alleged incorrect or wrongful debit.

There are risks associated with providing DDR information on-line and you are responsible for keeping that information safe and confidential along with any related security devices or measures.

**Definitions:**

"Account" means your account (held with the Financial Institution) that you have nominated and advised to us in the DDR.

"Address" means PO Box 342, Toowong, Qld 4066.

"AGS" means Auto & General Services Pty Ltd ABN 61 003 617 909 with User ID 142038.

"DDR" means the direct debit request authorised and requested by you to AGS to make a Payment by direct debit from your Account.

"DDR Agreement" means this direct debit request service agreement.

"Financial Institution" means the financial institution with which your Account is held.

"FSG" means the AGS Financial Services Guide applicable to the product purchased from AGS to which the DDR relates.

"Pay Plan" means the AGS Pay Plan setting out certain details of your DDR.

"Payment" means a direct debit payment made by you to AGS either in accordance with your DDR or for any future fees and premiums owed to AGS.

"you" means the person who authorised and requested the DDR.

"we or us or our" means or refers to AGS.

# **Model rules for an owners corporation**

## **1. Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub committee without reference to the owners corporation.

## **3. Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **4. Use of common property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

## **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

# **6. Behaviour of persons**

## **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

## **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

# **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.