

WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of sale of land

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 (which are in standard form: see general condition 6.1)

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 they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on...../...../2021

**Print name(s) of person(s) signing:**

.....

**State nature of authority, if applicable:** .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on...../...../2021

**Print name(s) of person(s) signing:** ELDENE HOLDINGS PTY LTD ACN 631 586 475 AS TRUSTEE FOR  
ELDENE PITT TRUST

**State nature of authority, if applicable:** .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**Cooling-off period** (Section 31 of the *Sale of Land Act 1962*)

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

\*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Zenith First National Ringwood  
144 Maroondah Highway, Ringwood, VIC 3134

Email:

Tel:

Mob:

Fax:

Ref:

#### Vendor

**ELDENE HOLDINGS PTY LTD ACN 631 586 475 AS TRUSTEE FOR ELDENE PITT TRUST**

#### Vendor's legal practitioner or conveyancer

##### Hughes Legal

Level 1, 333 Keilor Road, Essendon Vic 3040  
PO Box 500, Essendon Vic 3040  
DX: 33603 Essendon

Email: david@hugheslegal.com.au

Tel: 03 9375 4226

Mob:

Fax: 03 9370 5290

Ref: DB:210294

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the attached copy title(s) and plan(s) as **Lot \_\_\_\_\_ on Proposed Plan of Subdivision No. 844413R and being part of the land described in Certificate of Title Volume 8648 Folio 390**

#### Property address

The address of the land is: **Lot \_\_\_/27 Pitt Street, Ringwood 3134**

#### Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

See attached Building Plans and Specifications.

#### Payment

Price \$

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

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

**Settlement (general conditions 17 & 26.2)****is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision;
- the 14th day after the vendor gives notice in writing to the purchaser of issue of the occupancy permit;

**Lease (general condition 5.1)**

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

**Loan (general condition 20)**

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

## SPECIAL CONDITIONS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In these special conditions:

**Act** means the *Subdivision Act 1988* (Vic).

**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* including as contemplated by special condition 11), leases, other occupation rights and arrangement relating to all or part of the land compromised in the Development which are:

- (a) Required by an Authority;
- (b) Required by a condition of an Approval;
- (c) Reasonably and properly required for the Development;
- (d) Necessary to satisfy a Requirement;
- (e) Required by NBN Co Limited.

**Approvals** means any permit, licence, consent certificate or other approval obtained or required to be obtained from an Authority in relation to the Development, any lot on the Plan.

**Authority** means any government or any public, statutory, 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.

**Bank** means:

- (a) An Australia-owned bank; or
- (b) A foreign subsidiary bank.

**Bank guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's solicitor with an expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

**Builder** means the building practitioner with whom the Vendor or the Developer enters into the Building Contract or such other building practitioner as the Vendor or the Developer may nominate from time to time.

**Building Contract** means the major domestic building Contract, as defined in the DBC Act, under which the Builder will construct the Building.

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

**Chattels** are the goods, if any, sold as part of the Property under this Contract.

**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.

**Common Property** means the common property (if any) created by registration of the Plan.

**Common Property 1** means the common property described as Common Property 1 on PS844413R.

**Contract** means this contract of sale and includes all enclosures and annexures.

**DBC Act** means the *Domestic Building Contracts Act 1995 (Vic)*.

**Deposit** means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

**Developer** means the Vendor or such other entity that the Vendor may procure for the Development.

**Development** means the land in the Plan, or to be developed by either the Vendor, the Developer, or any other party.

**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*.

**Guarantee** means the guarantee and indemnity in the form set out in Annexure.

**GST** means GST within the meaning of the GST Act.

**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* and associated legislation or any amendment or replacement of that Act or legislation.

**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.

**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.

**Insolvency Event** means, in relation to a party, any of the following events:

- (a) The party assigns any of its property for the benefit of creditors or any class of them;
- (b) The party's interest in or under this Contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;
- (c) An encumbrance takes any step towards taking possession or takes possession of any assets of the party or exercises any power of sale;
- (d) The party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;

- (e) Any security interest becomes enforceable or is enforced against the party;
- (f) A distress, attachment or other execution is levied enforced against the party in excess of \$10,000.00;
- (g) The party has a judgment or order given against it in an amount exceeding \$10,000.00 (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;
- (h) The party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) A resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;
- (j) An order is made that the party be wound up;
- (k) An order is made appointing a liquidator or a provisional liquidator of the party;
- (l) 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.
- (m) 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;
- (n) The party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (o) 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;
- (p) 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*;
- (q) Any event that is analogous or having a substantially similar effect to any of the events specified in this definition; or
- (r) The party, being an individual, commits an act of bankruptcy or becomes insolvent.

**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.

**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:

- (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) Amount paid in settlement of any claim or action; and
- (e) Consequential loss and damage (irrespective of its nature or occurrence).

**Lot or Lots** means a lot or lots on the Plan.

**OC1** means unlimited owners corporation no. 1 on PS844413R.

**Occupancy Permit** means an occupancy permit issued under the *Building Act 1993* (Vic) for the property.

**Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporations fees (if any) 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.

**Owners Corporations** means OC1 and any of the owners corporations created by registration of the Plan and plans of subdivision for any Subsequent Stage Land (including without limitation OC2) and each of these owners corporations wherever the context permits.

**Owners Corporations Act** means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

**Owners Corporations Regulations** means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

**Plan** means proposed plan of subdivision number PS844413R, a copy of which is included in the Vendor's Statement and includes an amendments or alterations made to the plans and any restriction noted on the plans and wherever the context permits means either one of them.

**Planning Permit** means planning permit M/2019/1136, a copy of which is attached to the Vendor's Statement, and includes any variation, replacement or amendment thereto.

**Planning Scheme** means Maroondah Planning Scheme.

**Plans and Specifications** means the plans and specifications annexed to this Contract, as may be varied.

**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.

**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,

**Property Council Method of Measurement for Residential Property** means the document titled 'Method of Measurement' by the Property Council of Australia dated 15 April, 2008 which provides guidelines for measuring floor space in residential premises.

**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.

**Registrar** means the Registrar of Titles of Victoria.

**Registration Period** means the period commencing of the day of sale and expiring 48 months after the day of sale.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**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.

**Settlement Date** means the date on which the Balance must be paid.

**Site** means the whole of the land comprised in the Plan.

**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.

**Vendor's Statement** means a statement made under section 32 of the *Sale of Land Act 1962* (Vic). A copy of the Vendor's Statement for this Contract is attached.

**Works** means all design, building and construction work 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 executives, 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 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 GC9 is deleted. Except to the extent otherwise provided for in this Contract, the Purchaser must obtain all necessary consents or licences required for the sale. The Vendor must sign all consents and authorisations as reasonably required by the Purchaser to obtain any necessary consent or licence.
- 2.3.9 GC4 is amended by adding an additional sentence as follows:
- ‘Any nomination must be made at least 14 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor’s legal representative or conveyance:
- (a) a nomination notice executed by the nominee and the Purchaser;
  - (b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;
  - (c) if the nominee is a corporation to which General Condition 3 applies, a guarantee ad indemnity (in the form attached to this Contract but includes changes necessary by reason of the nomination);
  - (d) a written acknowledgment from the Guarantors that the nomination of the nominee does not vitiate the Guarantors’ obligations.
- 2.3.10 GC2 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 GC31.4 to 31.6 (inclusive) are deleted.
- 2.3.14 GC32 is amended by adding the following new paragraph at the end of the condition. ‘The Purchaser acknowledges that the following terms constitute ‘a reasonably foreseeable loss’:
- (a) all costs associated with bridging finance to complete the vendor’s purchase of another property;
  - (b) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
  - (c) accommodation expenses incurred by the vendor;
  - (d) 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 \$850.00 plus GST;
  - (e) any commission or other expenses claimed by the Vendor’s Agents or other representative relation to sale of the Property and
  - (f) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.’
- 2.3.15 GC26 is amended by deleting “2%” and replacing it with “4%”.

**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 held in the Vendor's solicitor's trust account until the registration of the plan.

**4. Bank Guarantee**

4.1 The Vendor may accept a Bank Guarantee from the Purchaser instead of actual payment of the Deposit or any part of the Deposit.

4.2 The Vendor will not be deemed to have accepted a Bank Guarantee merely by reason of its receipt or 'Yes' appearing before the words 'Bank Guarantee' in the Deposit part of the particulars of sale.

4.3 If the Vendor agrees to accept a Bank Guarantee, the Purchaser must deliver it to the Vendor's solicitor on the day of sale for an amount equal to the Deposit. For the avoidance of doubt, the Vendor's Agent is not authorised to hold the Bank Guarantee.

4.4 The Purchaser must provide a replacement Bank Guarantee within five (5) Business Days of being notified by the Vendor of any deficiencies in the Bank Guarantee.

4.4.1 If the Purchaser complies with special condition 4.3, the Purchaser must pay the Deposit in cleared funds to the Vendor's solicitor on the first to occur of:

- (a) the settlement date
- (b) the date that is 30 days before the Bank Guarantee expires;
- (c) any earlier date on which:
  - (i) the Vendor would be entitled to the release of Deposit to it having regard to the provisions of this contract and section 27 of the *Sale of Land Act* 1962;
  - (ii) the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser; or
  - (iii) the Bank Guarantee becomes ineffective.

When the Purchaser pays the Deposit, the Vendor will return the Bank Guarantee.

4.5 If the Purchaser breaches special condition 4.3 of 4.4, the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's solicitor.

4.6 If the Purchaser breaches special condition 4.4.1 or 4.5 (time being of the essence), the Purchaser will be in default under this Contract and without limiting the Vendor's rights the Vendor's solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.

4.7 Any Bank Guarantee provided to the Vendor under this special condition 4 will be held on trust by the Vendor's solicitor for the Purchaser until registration of the Plan.

4.8 Any monies paid by:

4.8.1 the Purchaser pursuant to special conditions 4.4.1 or 4.5; or

4.8.2 the Bank pursuant to special condition 4.6,

must be dealt with by the Vendor's solicitor and in accordance with special condition 3.1 and the *Sale of Land Act 1962*. For the avoidance of doubt, this special condition takes precedence over anything else in this special condition 4.

## **5. Registration of Plan**

5.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.

5.2 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 5.2 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 DBC Act.

5.3.1 If the Plan of Subdivision is not registered by the Registrar by the Registration Date, then the Purchaser may, in accordance with Section 9AE of the Sale of Land Act, during the specified period, rescind this Contract.

5.3.2 If the Plan of Subdivision is not registered by the Registrar by the Registration Date the Vendor may rescind this Contract in accordance with section 10F of the Sale of Land Act which requires the following:

- (a) the Vendor is required to give notice of a proposed rescission of the Contract under this special condition; and
- (b) the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
- (c) the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind the Contract; and
- (d) the Supreme Court of Victoria may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.
- (e) The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

5.3.4 If this contract is terminated or rescinded pursuant to Special Condition 5.3.1 or 5.3.2, the Purchaser (subject to the Purchaser's rights under the Act), agrees not to make any requisition, object to or make any claim for compensation, Loss or damage from the Vendor in relation to any matter or thing connected with such failure to obtain registration of the Plan on or before the Registration Date.

5.3.5 If this contract is terminated or rescinded pursuant to Special Condition 5.3.1 or 5.3.2:

- (a) All money paid by the Purchaser on account of the Price will be refunded to the Purchaser; and

- (b) The Purchaser will not be entitled to claim any compensation from the Vendor in respect of any costs, fees or other expenses paid or to be incurred by the Purchaser in relation to or arising out of this contract.

## **6. Amendments to Plan**

- 6.1 Subject to section 9AC of the Sale of Land Act 1962, the Vendor may make such minor alterations to the Plan that:
  - 6.1.1 may be necessary to:
    - (a) accord with surveying practice; or
    - (b) alter the Plan so that the land in the Plan is developed in stages; or
    - (c) comply with any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them; or
  - 6.1.2 In the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Development or any part of it.
- 6.2 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.
- 6.3 The Purchaser agrees not to make any objection, requisition or exercise any of the Purchaser's Rights because of:
  - 6.3.1 Any amendment or alteration or to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser; or
  - 6.3.2 Any alleged misdescription of the Land or deficiency in its area or measurements; or
  - 6.3.3 Any renumbering of stages or Lots on the Plan.
- 6.4 For the purposes of special condition 6.3, the Purchaser agrees that an alteration to the Plan which results in a change to the area of the Property of less than 5% as determined by the Property Council of Australia Method of Measurement for Residential Property is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.

## **7. Caveat**

- 7.1 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 prior to the registration of the Plan.
- 7.2 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 of which the caveat is withdrawn.

7.3 The Purchaser appoints the Vendor's solicitors as its attorney to withdraw any such caveat or signing a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

## **8. Disclosure of Surface Level Works**

8.1 The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act* 1962 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 the Lot which:

8.2 Have been carried out on that land after the certification of the Plan and before the date of this Contract; or

8.3 Are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,

are set out in the Surface Level Works Plan.

## **9. Owners Corporations**

### **9.1 Restriction of Rights**

While the Vendor remains the owner or occupier of any Lot or Lots on the Plan or is entitled to be registered as an owner of a Lot or Lots the Purchaser agrees to the extent permitted at law that:

9.1.1 the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporations or any committee of the Owners Corporations 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) delay, impede or prevent the granting of any planning or other approval for the Development or the future development of any of the Site; or
- (c) hinder the Vendor's or the Developer's marketing activities; or
- (d) be contrary to the reasonable directions of the Vendor or the Developer from time to time; or
- (e) 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; and

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

### **9.2 Vendor may conduct activities**

9.2.1 The purchaser acknowledges that both before and after Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots on the Plan, the Vendor and persons authorised by the Vendor (including the Developer) 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 for representatives of the Vendor and their representatives.
- 9.2.2 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.
- 9.2.3 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 or the Developer'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.
- 9.2.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property unless such sign or advertising board is authorised by the Owners Corporation without the Vendor's prior written consent. 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 9.2.4.
- 9.2.5 This special condition 9.2 will not merge on settlement, but will continue in full force and effect.

## **10. Hazardous Materials**

On and from the Settlement Date, the Purchaser:

- 10.1 agrees to keep the Vendor indemnified against:
- 10.1.1 the presence of Hazardous Materials on the Property 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
  - 10.1.2 all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
- 10.2 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.

## **11. Encumbrances**

- 11.1 **Subject to all Laws**

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

## **11.2 Planning Permit**

- 11.2.1 The Purchaser acknowledges that it has read and understood the Planning Permits including the restrictions set out therein.
- 11.2.2 The Purchaser must not make any objection, requisition or exercise the Purchaser's Rights because of any of the occurrences referred to in this special condition 11.2.

## **11.3 Easements**

The Purchaser:

- 11.3.1 admits that the Property is sold subject to the provisions of the Act; and
- 11.3.2 buys the Property subject to:
- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 to this Contract and/or created or implied by the Act;
  - (b) any service easements affecting the Common Property;
  - (c) any Registrable Agreements which the Vendor may be required to enter into; and
  - (d) the rights of the Vendor under special condition 11.3.

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 11.3.

## **11.4 Additional Restrictions**

- 11.4.1 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.
- 11.4.2 The Vendor can enter into, grant or finalise any Additional Restriction on or after the day of sale.
- 11.4.3 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, granted or finalised.
- 11.4.4 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 relevant land.

11.4.5 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

#### **11.5 Sale of Land Act 1962**

Section 10(1) of the Sale of Land Act 1962 does not apply to this contract in respect of the final location of an easement shown on the certified plan.

### **12. Building works**

#### **12.1 Building Contract**

The Purchaser acknowledges that:

12.1.1 the Vendor is not and will not be the Builder of the Works;

12.1.2 the Building including the Property will be constructed under the Building Contract and subject to special condition 12.6 the construction of the Property will be generally in accordance with the Plans and Specifications; and

12.1.3 this Contract is not a major domestic building contract for the purposes of the DBC Act.

#### **12.2 Construction**

The Vendor has entered into, or intends to enter into, or has cause or will cause the entry into the Building Contract.

#### **12.3 Completion of Building**

12.3.1 The Purchaser acknowledges that the issuing of:

(a) the Occupancy Permit;

For the Property will be conclusive evidence that the Works on the Property are completed. The Purchaser must not make any requisition or objection, delay settlement, withhold money or claim compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

#### **12.4 Defective Work**

12.4.1 The Vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice proper to the Settlement Date, will be notified to the Builder and the Builder will be required to repair in a proper and workmanlike manner at the Builder's expense as soon as practicable after the Settlement Date.

12.4.2 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.

- 12.4.3 The Purchaser must provide access to the Property after settlement to the Builder, Vendor, Developer or their nominees for the purposes of attending to rectification works during the hours of 9am to 5pm on Business Days, or such other times as the Builder, the Vendor or Developer may nominate in their absolute and unfettered discretion.

## **12.5 Warranties**

- 12.5.1 If the Vendor enters into the Building Contract, the Vendor hereby assigns all the building warranties granted to the Vendor under the Building Contract capable of assignment in relation to the construction of the Property to the Purchaser on and from the Settlement date.
- 12.5.2 The Vendor assigns to the Purchaser on the Settlement Date the benefit of any manufacturers' warranties given in favour of the Vendor (if any) in respect of the Chattels subject to the terms of such warranties and to any act, statute or rule of law which may prohibit or limit the Vendor's right in respect of such assignment.

## **12.6 Changes to Building Contract & Plans and Specifications**

- 12.6.1 The Purchaser acknowledges and agrees that for a project like the Development during the contract period (having regard to the delivery time required to complete the Building), it is usual that the Vendor or the Developer will need to authorise variations or alterations to the Building Contract and/or the Plans and Specifications by changing the construction details (for example: façade specifications or service provisions), appliances, fixtures, fittings and finishes described in the Plans and Specifications from time to time in any manner the Vendor, the Developer or the Builder (as the case may be) considers necessary (acting reasonably) or desirable or to:

- (a) comply with any desires, requirements or recommendations of the Authority including substituting any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications with other appliances, fixtures, fittings and finishes of a similar standard or quality; or
- (b) to enable the proper construction of the Building or realisation of the

## **12.7 Dispute**

If any dispute arises as to any matter referred to in this special condition 12 and in particular, the quality or standard of finish of the Property or in respect of the Completion, quality or standard of finish of the Common Property, the Purchaser cannot exercise any of the Purchaser Rights including delaying or postponing settlement or requesting or demanding the holding back or retention of any part of the purchase price as security for the satisfactory completion of the Works and must proceed to settlement as required by this Contract. This special condition should not be read as to limit the Purchaser's right to claim compensation or damages after the Settlement Date.

relation to any nuisance, dust, noise, or other inconvenience associated with any ongoing Works conducted in or around the Building after settlement has occurred.

**13. Vendor's right to terminate**

**13.1 Requirements**

If:

- 13.1.1 any requirement imposed by an Authority for the Plan or the Building is in the opinion of the Vendor (acting reasonably) too onerous to perform or accept;
- 13.1.2 at any time and for any reason the Vendor (acting reasonably) determines that it will not proceed with construction of the Building within the Registration Period;
- 13.1.3 at any time prior to the commencement of the construction of the Building the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor.

The Vendor may elect to terminate this contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition 13.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded.

**13.2 Benefit of this special condition**

Special condition 13.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

**13.3 No compensation**

If this Contract is terminated or rescinded by the Vendor under this special condition 17 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

**14. Natural Products and Other Finishes**

**14.1 The purchaser acknowledges and agrees that the materials used in the construction of the Property (particularly in the finishes and fittings) may:**

- 14.1.1 comprise natural products (such as stone, timber and the like);
- 14.1.2 exhibit variations in the shade, colour, texture, surface, finish, marking or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
- 14.1.3 expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;
- 14.1.4 mark or stain if exposed to certain substances;

14.1.5 be damaged or disfigured by impact or scratching or other means; and

14.1.6 be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).

14.2 The Purchaser must not make any objection, requisition or exercise the Purchaser's Rights because of any of the occurrences referred to in special condition 14.1.

**15. Vendor Financing**

The Vendor may any time prior to Settlement, 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.

**16. Outgoings**

16.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this special condition, the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.

16.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be either:

16.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoing to be adjusted between the Vendor and the Purchaser will be either:

(a) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or

(b) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or

16.2.2 on such other basis,

as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

16.3 The Purchaser must pay each of the costs incurred by the Vendor for providing and/or connecting any utilities to the Property including water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services, the cost incurred by the Vendor of installing meters in respect of such utilities and any special fee or charge levied on the Vendor or after the day of sale by the Owners Corporations under the Owners Corporations Act or Owners Corporation Regulations. Such charges or fees will not be subject to appointment between the Vendor and the Purchaser and will be payable in full by the Purchaser at settlement.

**17. Land Tax**

17.1 Despite any other clause in the Contract, the parties agree that:

- 17.1.1 for the purpose of special condition 17.2, the parties agree that the adjustment of land tax the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Property (Land Tax Assessment); and
- 17.1.2 land tax will be adjusted:
- (a) based on the proportional land tax stated on the Land Tax Assessment; and
  - (b) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan.
- 17.2 The Purchaser acknowledges and agrees that:
- 17.2.1 If the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
- 17.2.2 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
- 17.2.3 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
- 17.2.4 the additional tax which the Vendor will incur in accordance with this special condition (Additional 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 is entitled to compensation from the Purchaser.
- 17.3 If special condition 17.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2% of the Price of the Property (Amount Paid).
- 17.4 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
- 17.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
  - 17.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- 17.5 Despite special condition 17.1, payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property. The Vendor acknowledges that it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession and, subject to special condition 17.1, it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

**18. Value of Land**

- 18.1 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*.
- 18.2 The Purchaser acknowledges and agrees that:
- 18.2.1 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 investigation;
  - 18.2.2 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;
  - 18.2.3 it is liable to pay any amount of duty assessed by the State Revenue Office; and
  - 18.2.4 it will not exercise any part of the Purchaser Rights including making any objection, requisition or claim or delaying settlement because of the amount of stamp duty assessed.

**19. 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.

**20. Restriction on Re-Sale**

- 20.1 The Purchaser must not without the prior written consent of the Vendor (which may be given subject to conditions as the Vendor deems fit) sell (as defined in the *Sale of Land Act 1962*) the Property or any part of it or the Purchaser's rights or interests pursuant to this Contract at any time prior to the expiry of twelve (12) months from the Settlement Date.
- 20.2 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 26.
- 20.3 The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.



**21. Vendor's 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(2) of the *Sale of Land Act 1962* (as amended).

**22. No Warranties**

22.1 The Purchaser acknowledges that it:

22.1.1 accepts the Property with all Property Controls and Approvals;

22.1.2 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;

22.1.3 enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;

22.1.4 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.

**23. Trust**

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

23.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;

23.3 if the trustee is an individual, that signatory is personally liable under the Contract for the due performance of the Purchaser's obligations as if the signatory were the purchaser in case of default of by the Purchaser;

23.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.5 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.

**24. 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.

**25. 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.

**26. Vendor to assign**

If prior to the Settlement Date, a party other than the Vendor is or becomes 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.

**27. Non-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.

**28. Novation**

28.1 In consideration of the Purchaser agreeing to entering 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:

28.1.1 a deed in the form prepared by the Vendor novating this Contract to a third party; and

28.1.2 a Vendor's Statement in the form prepared by the third party.

28.2 If this Contract is novated to a third party, the Purchaser:

28.2.1 must within 30 days of being requested to do so where the Purchaser has provided a Bank Guarantee under special condition 4, provide a replacement Bank Guarantee in favour of the third party; and

28.2.2 will not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand against the Vendor in respect of special conditions 34.1 and 28.2.1 or any matter arising from special conditions 28.1 and 28.2.1.

28.3 If the Purchaser breaches special condition 34.2 the Purchaser must immediately pay the Deposit in cleared funds to the new Vendor's solicitor.

**29. Insolvency Event Deemed Default**

29.1 If an Insolvency Event 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.

29.2 An Insolvency event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

**30. Commercial Interest**

30.1 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 30.1.2, are reasonably necessary to protect the Vendor's legitimate interests by:

30.1.1 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

30.1.2 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.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. 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.

### 3. 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.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.

- 6.4 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 directly or indirectly 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

## 8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 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.
- 11.5 Subject to general condition 11.6, 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 predominately 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.
- 11.6 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 11.5 if -
- (a) the personal property is of a kind that may be described by a 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12, 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING 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.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

- 14.1 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.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.



- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible --
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable 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
  - (c) 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) 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.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

## 20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 The remaining provisions of this general condition 24 only apply 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.
- 24.4 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.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 24.6 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.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 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.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be 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 premise 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 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 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.
- 25.7 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.

25.10 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 to 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.

25.11 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.

25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; 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.

---

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. 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.

## 30. TERMS CONTRACT

30.1 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.

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. 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

### 33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 34. DEFAULT NOTICE

34.1 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.

34.2 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.

### 35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

---

**Lot \_\_\_\_\_ / 27 Pitt Street, Ringwood**

**BUILDING PLANS & SPECIFICATIONS**

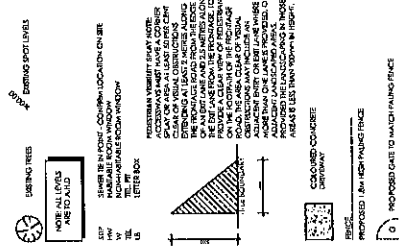




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B	MAY20	COUNCIL REL	SB
C	MAY20	VCAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT 13 FENS CHANGES	SB

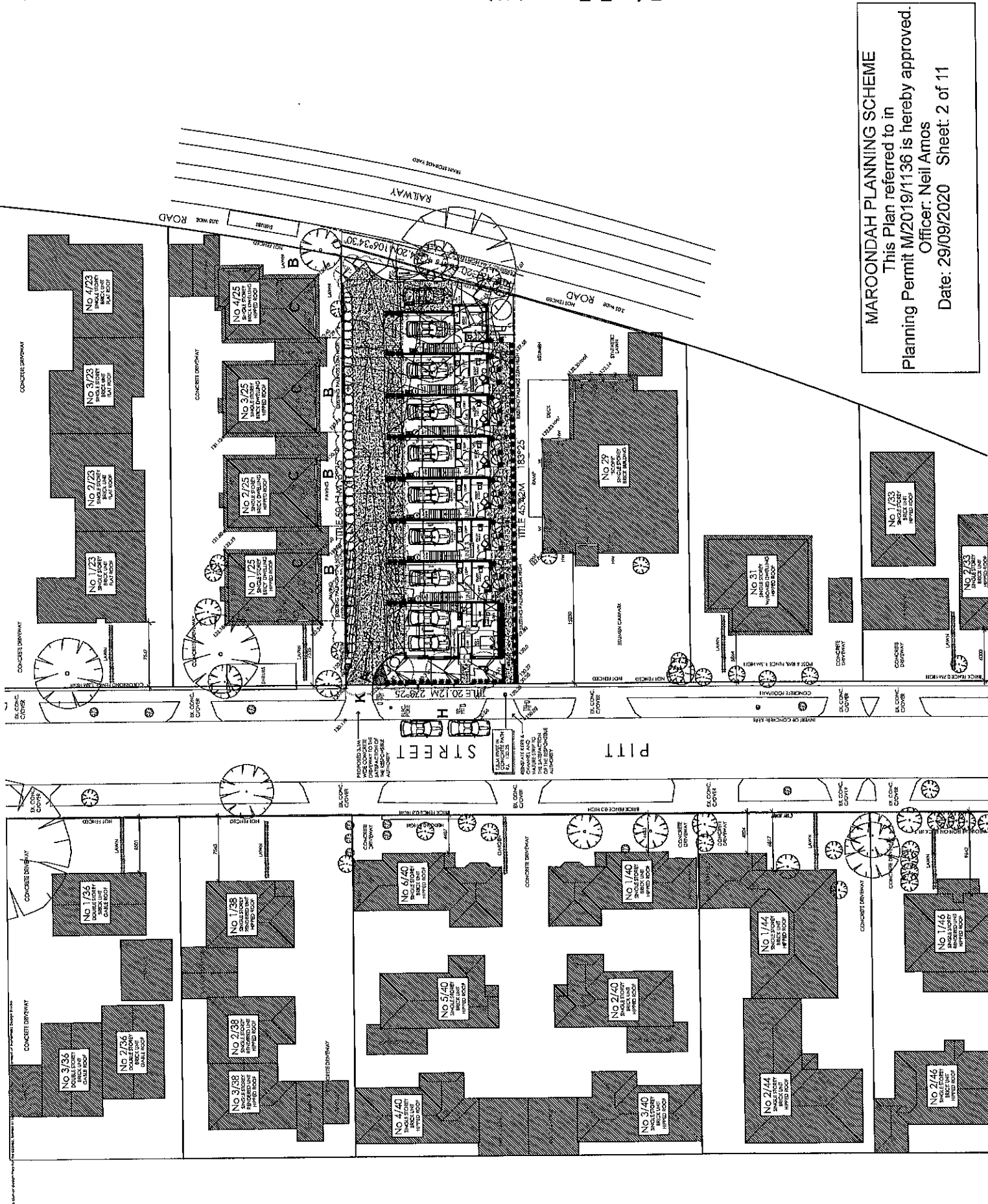
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 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.  
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**SITE CHARACTERISTICS**

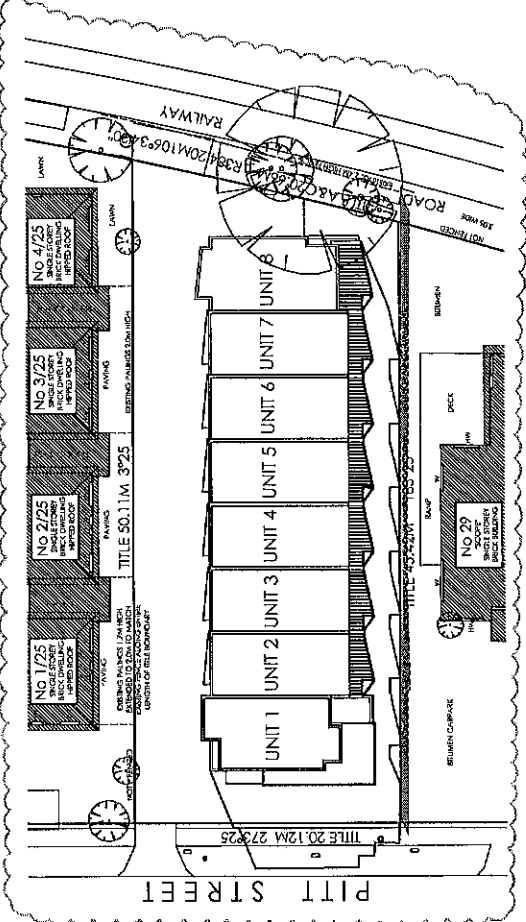
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- B** ADJACENT OPEN SPACES TO BE PROTECTED FROM OVERLOOKING & OVERSHADOWING.
- C** DRIVEWAY ACCESS: APPROACH TO ADJOINING DRIVEWAY TO BE MAINTAINED TO MATCH EXISTING DRIVEWAY.
- H** DRIVEWAY ACCESS: APPROACH TO ADJOINING DRIVEWAY TO BE MAINTAINED TO MATCH EXISTING DRIVEWAY.
- I** DRIVEWAY ACCESS: APPROACH TO ADJOINING DRIVEWAY TO BE MAINTAINED TO MATCH EXISTING DRIVEWAY.
- J** DRIVEWAY ACCESS: APPROACH TO ADJOINING DRIVEWAY TO BE MAINTAINED TO MATCH EXISTING DRIVEWAY.
- K** DRIVEWAY ACCESS: APPROACH TO ADJOINING DRIVEWAY TO BE MAINTAINED TO MATCH EXISTING DRIVEWAY.



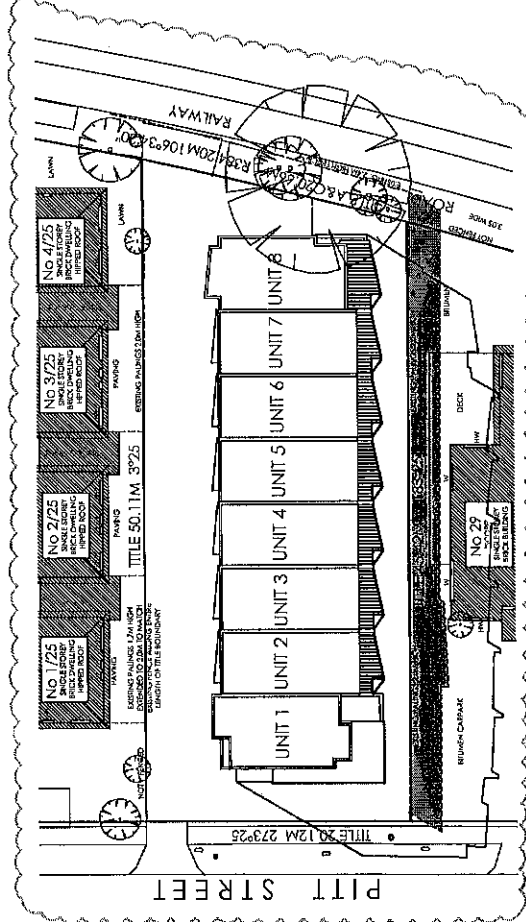
**MAROONDAH PLANNING SCHEME**  
 This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 2 of 11



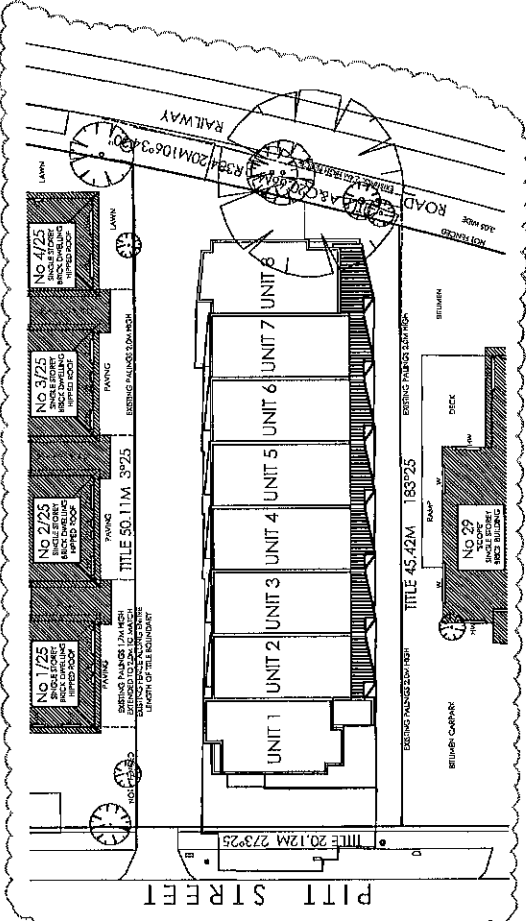
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C	MAY20	VCAT AMENDMENTS
D	AUG20	COUNCIL ISSUE
E	SEP20	UNIT CHANGES
F	SEP20	UNIT 1 SF ENS CHANGES



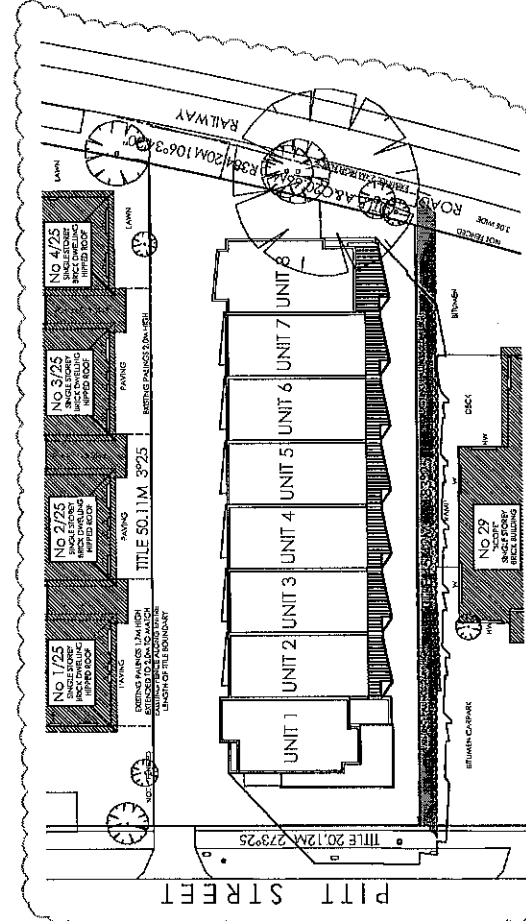
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SCALE 1:100



SHADOW DIAGRAM 22 SEP - 3 PM  
SCALE 1:100



SHADOW DIAGRAM 22 SEP - 12 PM  
SCALE 1:100



SHADOW DIAGRAM 22 SEP - 2 PM  
SCALE 1:100

MAROONDAH PLANNING SCHEME  
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 Planning Permit M/2019/1138 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 4 of 11



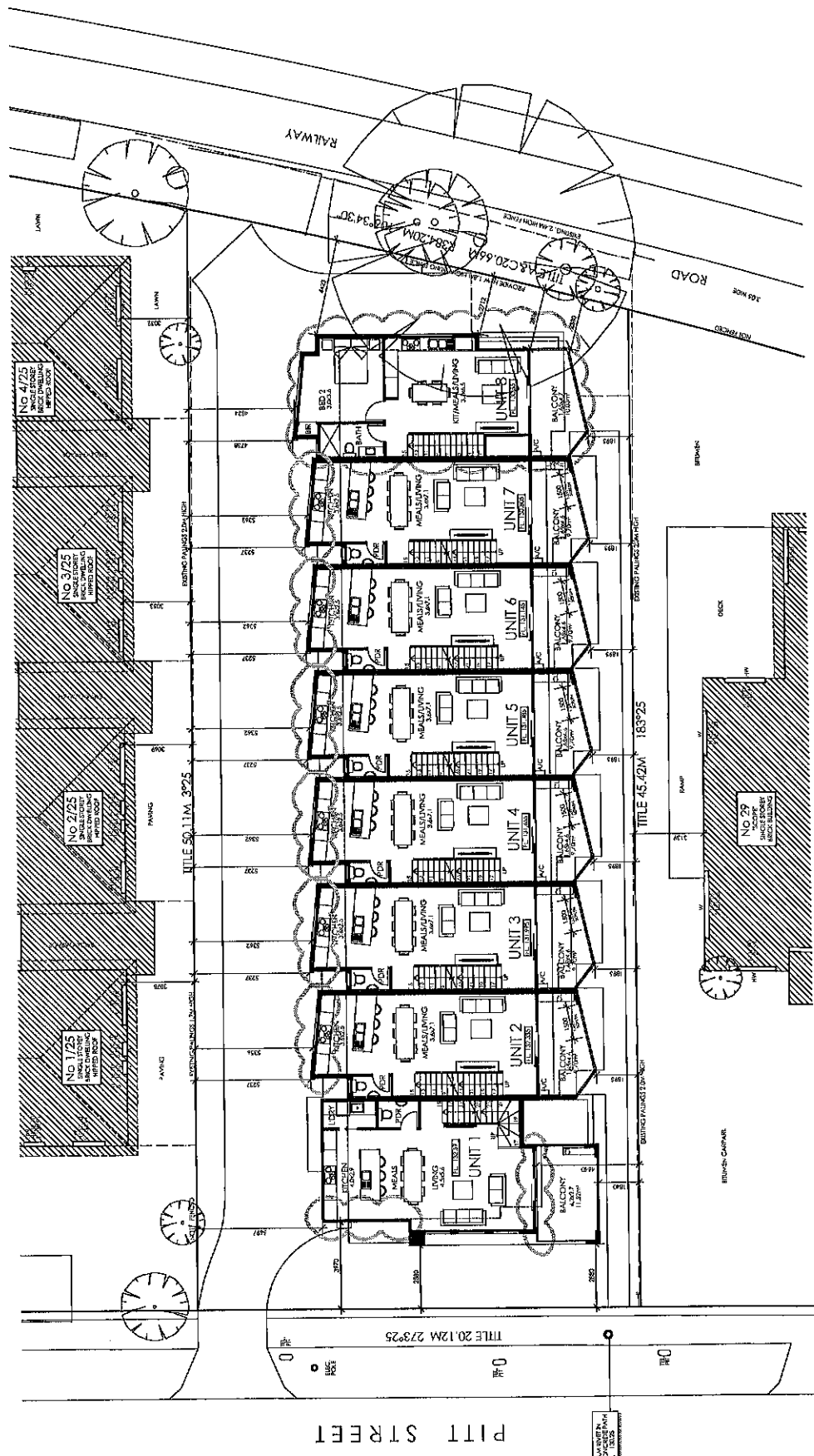
T4 F

27 PITT STREET  
 MULTI UNIT DEVELOPMENT  
 SHADOW DIAGRAMS  
 JOB NO. 20025  
 SCALE 1:100  
 IKONOMIDIS DESIGN STUDIO



Rev	Date	Issue	Int.
B	JAN20	COUNCIL RPT	SD
C	MAY20	VICAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT 5 FENS CHANGES	SB

**MAROONDAH PLANNING SCHEME**  
 This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 6 of 11



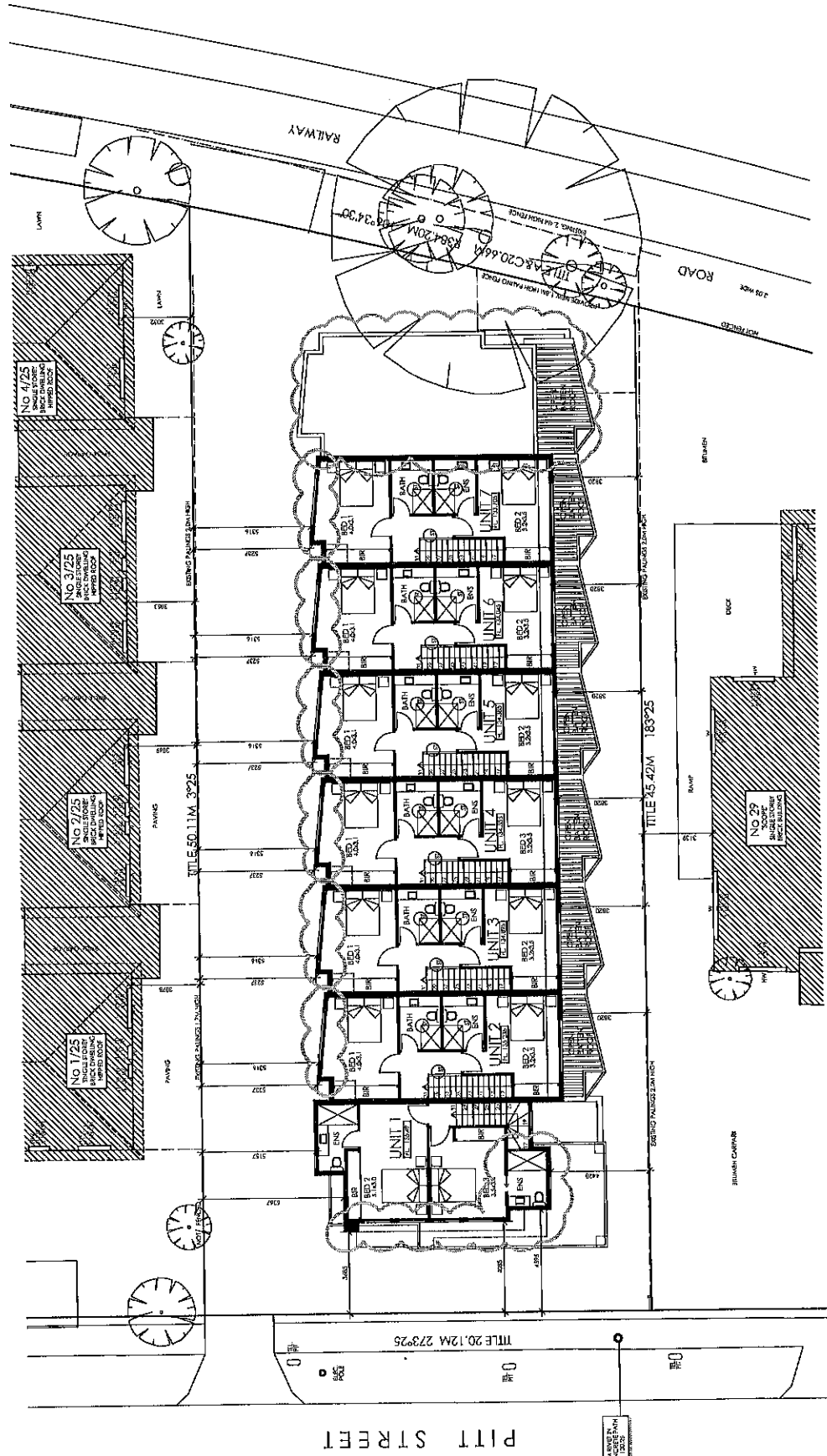
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 MAROONDAH  
 MULTI UNIT DEVELOPMENT  
 FIRST FLOOR PLAN

SCALE: 1:1000  
 JOB NO. 00023  
 IKONOMIDIS  
 DESIGN STUDIO

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Rev	Date	Issue	INT.
B	JAN20	COUNCIL REF	SB
C	MAY20	VCAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT LSE ENG CHANGES	SB

**MAROONDAH PLANNING SCHEME**  
 This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 7 of 11



**T7 F**  
 27 PITT STREET  
 RINGWOOD  
 MULTI UNIT DEVELOPMENT  
 SECOND FLOOR PLAN

JOB NO. 0005  
 IKONDIS.COM.AU  
 SCALE: FLOORPLAN  
**IKONMIDIS**  
 DESIGN STUDIO

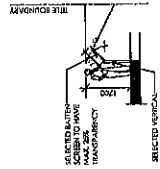
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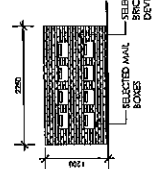


Rev	Date	Issue	Int.
B	JAN/20	COUNCIL RE	SB
C	MAY/20	VCLT AMENDMENTS	SB
D	JULY/20	COUNCIL ISSUE	SB
E	SEP/20	UNIT CHANGES	SB
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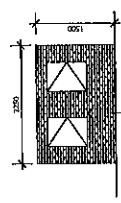
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  - [Pattern] SELECTED VERTICAL CLADDING
  - [Pattern] SELECTED FACE BRICK WORK
- DF OVERFACE CLADDING  
 DS RED BRICK CLADDING  
 DT RED BRICK CLADDING  
 MAX 25% TRANSPARENCY  
 REED CLADDING



**TYPICAL BALCONY OVERLOOKING DETAIL (U2-8)**  
SCALE 1:10



**TYPICAL LETTER BOX ELEVATION**  
SCALE 1:50



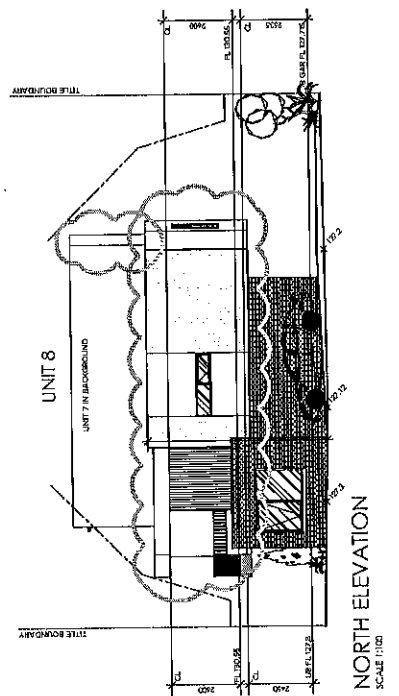
**TYPICAL METER BOX ELEVATION**  
SCALE 1:50

DIMENSIONS TO BE COVERED ON SITE WITH RELEVANT AUTHORITY

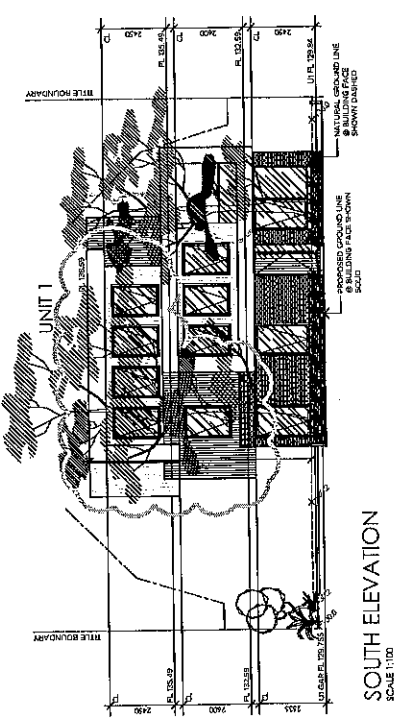
**MAROONDAH PLANNING SCHEME**  
This Plan referred to in  
Planning Permit M/2019/1136 is hereby approved.  
Officer: Neil Amos  
Date: 29/09/2020 Sheet 9 of 11

**T9 F**  
27 RITT STREET  
RINGWOOD  
MULTI UNIT DEVELOPMENT  
ELEVATIONS

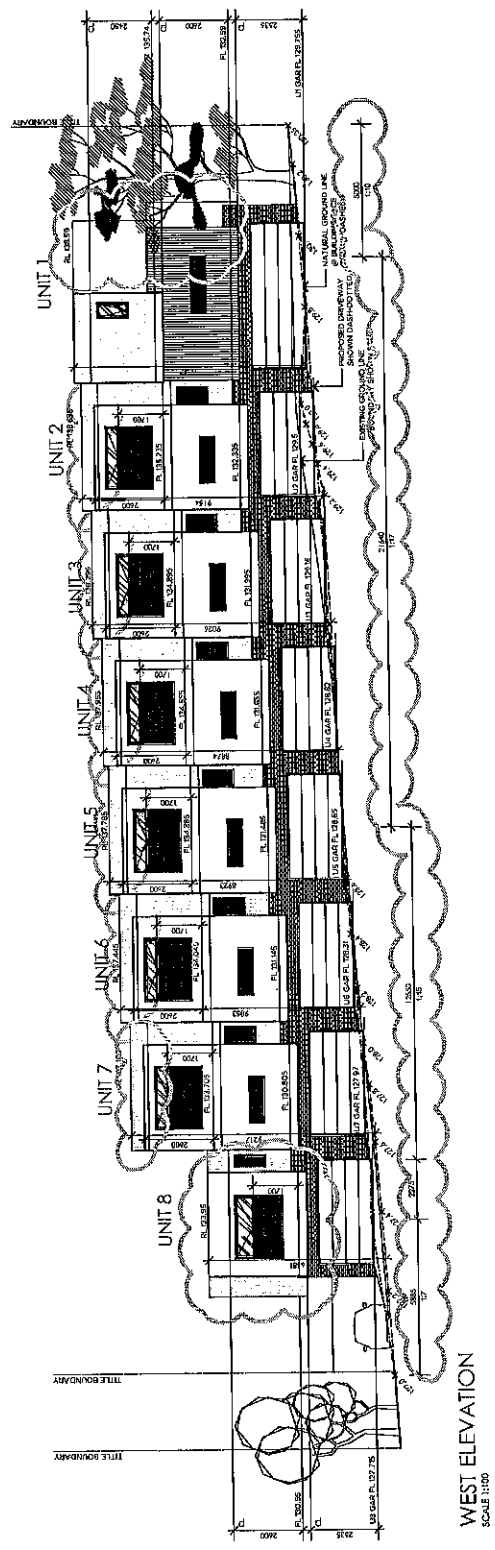
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**IKONOMICSLAU**  
DESIGN STUDIO



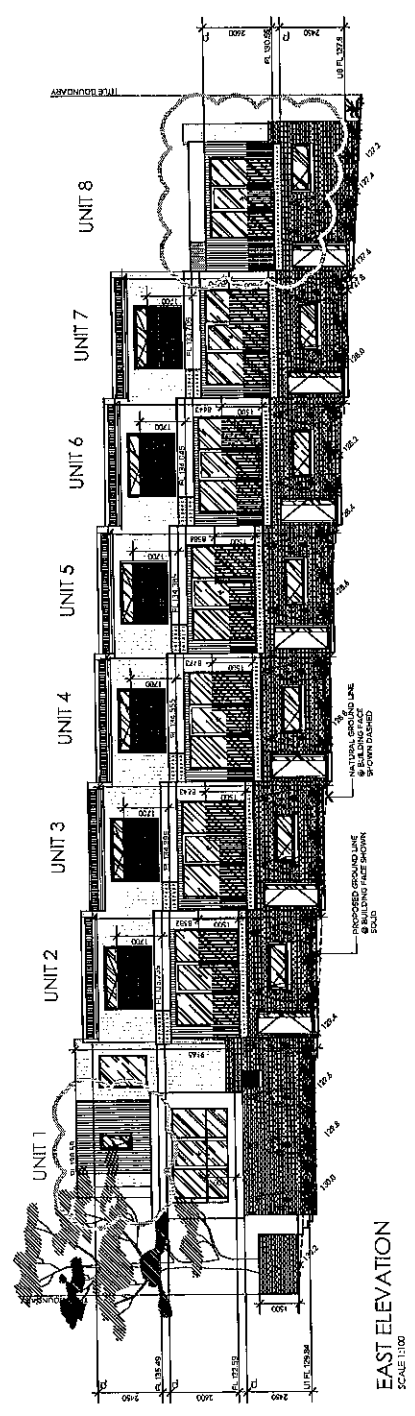
**NORTH ELEVATION**  
SCALE 1:100



**SOUTH ELEVATION**  
SCALE 1:100



**WEST ELEVATION**  
SCALE 1:100

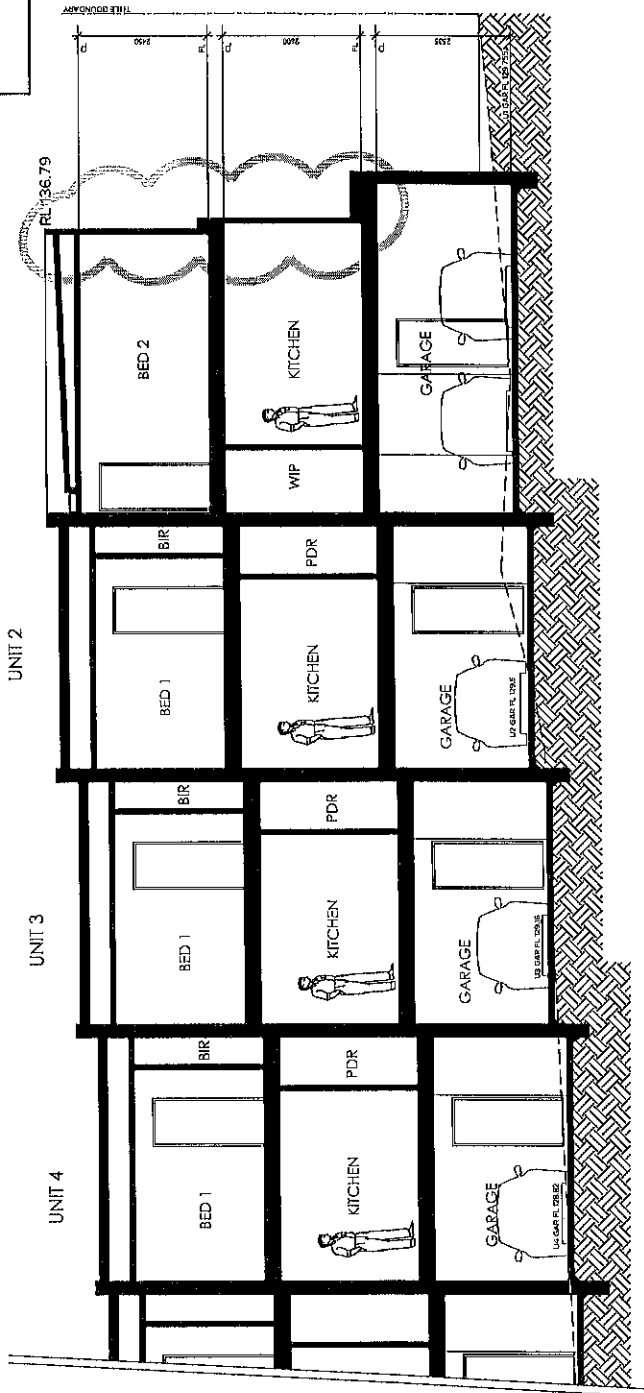
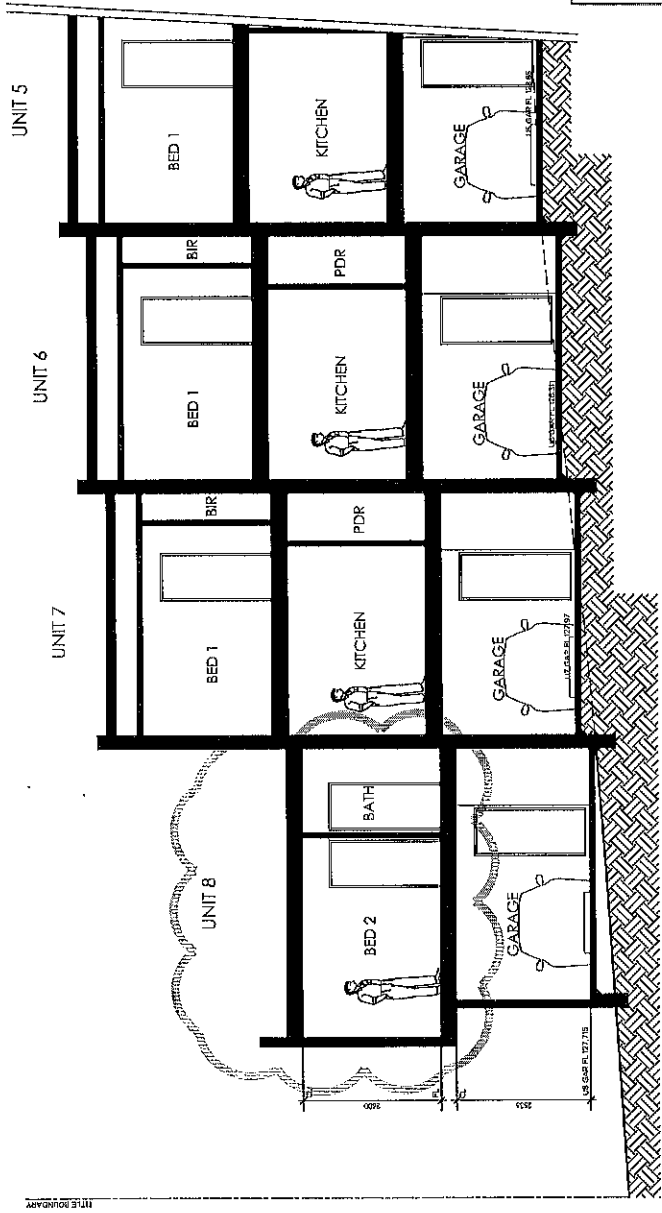


**EAST ELEVATION**  
SCALE 1:100

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Rev	Date	Issue	Int.
B	JAN20	COUNCIL PER	SB
C	MAY20	VCAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT I.S.F. CHANGES	SB

MAROONDAH PLANNING SCHEME  
 This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 10 of 11



T110 F  
 27 PITT STREET  
 MELBOURNE VIC 3000  
 MULTI-UNIT DEVELOPMENT  
 SECTION A

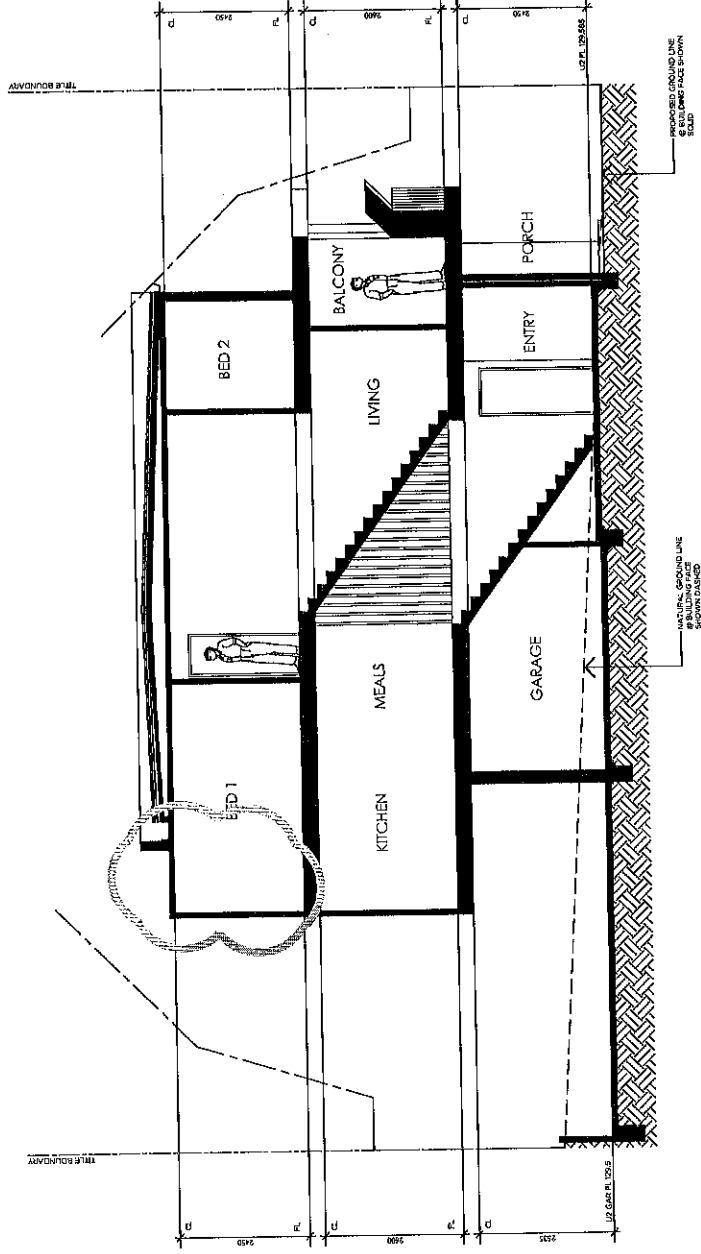
SCALE 1:500(A)  
 IKONOMIDIS  
 DESIGN STUDIO

SECTION A  
 SCALE 1:100

Fig 10 of 10 - Approved for building work by Council. This plan is a copy of the approved plan. The plan is a copy of the approved plan.

Rev	Date	Issue	Int.
B	JAN20	COUNCIL REF	SB
C	MAY20	VCAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT TYPE CHANGES	SB

MAROONDAH PLANNING SCHEME  
 This Plan referred to in  
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 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 11 of 11



SECTION B  
 SCALE 1:100

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# BLACKBLANK

— INTERIOR DESIGN —

## BRICKS

FACE BRICKWORK

COLOUR: CHARCOAL

## RENDER

RENDER 1.

COLOUR: WHITE

RENDER 2.

COLOUR: CONCRETE LOOK/GREY

RENDER 3.

COLOUR: BLACK

## CLADDING

VERTICAL WEATHERTEX CLADDING

COLOUR: TIMBER LOOK

## FRONT ENTRY DOOR

TIMBER

COLOUR: TIMBER

## GARAGE DOORS

FRONT

SECTIONAL DOOR

COLOUR: BLACK

## WINDOWS

WINDOWS THROUGHOUT

ALUMINIUM

COLOUR: BLACK

TIMBER DOOR FRAME

TIMBER, STAINED

COLOUR: TIMBER

SLIDING DOORS

ALUMINIUM

COLOUR: BLACK

## ROOFING

ROOF SHEETING

FLAT DECK ROOF

COLOUR: GREY

GUTTERS

COLORBOND

COLOUR: BLACK

METAL FASCIA

COLORBOND

COLOUR: BLACK

DOWNPIPES

COLORBOND

COLOUR: BLACK

# BLACK & LAHO

— INTERIOR DESIGN —

## CABINETRY

KITCHEN SPLASHBACK	TILES – SEE TILE SCHEDULE	TO OVERHEAD CUPBOARDS
KITCHEN BENCHTOP	STONE AMBASSADOR, 40MM EDGE	COLOUR: PEARL WHITE
KITCHEN BASE CABS	POLYTEC, MELAMINE, FINEGRAIN	COLOUR: RIGA ZINC
KITCHEN OVERHEADS	POLYTEC, MELAMINE, FINEGRAIN	COLOUR: RIGA ZINC
KITCHEN FULL HEIGHT CABS	POLYTEC, MELAMINE, FINEGRAIN	COLOUR: RIGA ZINC
KITCHEN OVERHEAD OPEN SHELVES	POLYTEC, MELAMINE, WOODMATT	COLOUR: NOTAIO
KITCHEN ISLAND CABS	POLYTEC, MELAMINE, WOODMATT	COLOUR: BLOSSOM WHITE
BATHROOM SPLASHBACK	TILED	300MM HIGH ABOVE VANITY
BATHROOM BENCHTOP EDGE	STONE AMBASSADOR, 20MM EDGE	COLOUR: PEARL WHITE
BATHROOM VANITY	POLYTEC, MELAMINE, WOODMATT	COLOUR: NOTAIO WALNUT
ENSUITE SPLASHBACK	TILED	300MM HIGH ABOVE VANITY
ENSUITE BENCHTOP	STONE AMBASSADOR, 20MM EDGE	COLOUR: PEARL WHITE
ENSUITE DOORS	POLYTEC, MELAMINE, WOODMATT	COLOUR: NOTAIO WALNUT
LAUNDRY SPLASHBACK	TILED	TO OVERHEAD CUPBOARDS
LAUNDRY BENCHTOP	STONE AMBASSADOR, 20MM EDGE	COLOUR: PEARL WHITE
LAUNDRY DOORS	POLYTEC, MELAMINE, WOODMATT	COLOUR: NOTAIO WALNUT

## KITCHEN APPLIANCES

600MM APPLIANCES	OPTION: 900MM APPLIANCES
COOKTOP	(BOSCH OR EQUIVALENT)
OVEN	(BOSCH OR EQUIVALENT)
RANGEHOOD	(BOSCH OR EQUIVALENT)
DISHWASHER	(BOSCH OR EQUIVALENT)

## ENGINEERED TIMBER FLOORS

TIMBER: ENGINEERED STRIP FLOORING COLOUR: OAK	LOCATIONS: GROUND FLOOR & FIRST FLOOR & STAIRCASE (EXCLUDING BATHROOMS & LAUNDRY)
--	--

## CARPET

MANUFACTURER: MEGA CARPETS	RANGE: MONTROSA	COLOUR: HILLFORD (OR EQUIVALENT)
LOCATIONS: UPSTAIRS BEDROOMS, INCLUDING HALLWAYS LEADING TO BEDROOM, ROBES & STUDY AREA.		

# BLACK & LAHO

— INTERIOR DESIGN —

## FLOOR TILES

LOCATION	TILES	SUPPLIER
BATHROOM FLOOR	ALPINE STONE, MATT (NT13-4010FL)	NATIONAL TILES
ENSUITE FLOOR	ALPINE STONE, MATT (NT13-4010FL)	NATIONAL TILES
LAUNDRY/WC FLOOR	ALPINE STONE, MATT (NT13-4010FL)	NATIONAL TILES
GROUT:	GREY GROUT	SIZE: 600X600MM

## WALL TILES

ROOM/WALL	LOCATION	TILES	DESIGN	SUPPLIER
<b>KITCHEN</b>				
SPLASHBACK	TO OVERHEAD CUPBOARDS	PAVIA CENERE MOSAIC MATT (NT16-7805MT)	HORIZONTAL	NATIONAL TILES
GROUT:	GREY GROUT	SIZE:	100X50MM	

ROOM/WALL	LOCATION	TILES	DESIGN	SUPPLIER
<b>ENSUITE</b>				
SHOWER & VANITY WALLS	FLOOR-TO-CEILING	ALPINE STONE, MATT	HORIZONTAL	NATIONAL TILES
GROUT:	GREY GROUT	SIZE:	600X600MM	
REMAINING WALLS	FLOOR-TO-CEILING	MATT WHITE RECTIFIED	HORIZONTAL	NATIONAL TILES
GROUT:	WHITE GROUT	SIZE:	300X600MM	

ROOM/WALL	LOCATION	TILES	DESIGN	SUPPLIER
<b>BATHROOM</b>				
SHOWER & VANITY WALLS	FLOOR-TO-CEILING	ALPINE STONE, MATT	HORIZONTAL	NATIONAL TILES
GROUT:	GREY GROUT	SIZE:	600X600MM	
REMAINING WALLS	FLOOR-TO-CEILING	MATT WHITE RECTIFIED	HORIZONTAL	NATIONAL TILES
GROUT:	WHITE GROUT	SIZE:	300X600MM	

ROOM/WALL	LOCATION	TILES	DESIGN	SUPPLIER
<b>LAUNDRY</b>				
CABINETRY WALL	600MM ABOVE BENCHTOP	MATT WHITE RECTIFIED	HORIZONTAL	NATIONAL TILES
GROUT:	WHITE GROUT	SIZE:	300X600MM	

# BLACK CHALK

— INTERIOR DESIGN —

## INTERNAL PAINT

LOCATION	COATS	FINISH	BRAND	COLOUR
WALLS	3	LS	DULUX	VIVID WHITE
ARCHITRAVES/SKIRTINGS	3	SG	DULUX	VIVID WHITE
DOORS	3	SG	DULUX	VIVID WHITE
STRINGERS	3	SG	DULUX	VIVID WHITE

## HEATING/COOLING

REVERSE CYCLE SPLTO BEDROOMS & LIVING/DINING AREA

## DOORBELL

VISUAL DOORBELL TO GROUND FLOOR & FIRST FLOOR

This selection has been completed to the satisfaction of both Black Chalk Homes and the Owners.

**Black Chalk Homes Pty Ltd**

**Owner** Vladimir Markovec

*T.S*

Date: 30/03/2021

Date:



## MATERIALS/FINISHES BOARD SCHEDULE - INTERIOR

JOB ADDRESS: 27 PITT ST, RINGWOOD

1	TIMBER FLOORS	ENGINEERED FLOORING - OAK
2	CARPET	MONTROSA, HILLFORD (OR EQUIVALENT)
3	FLOOR TILES & FEATURE WALL TILES	ALPINE STONE 600X600MM
4	WALL TILES	MATT WHITE, 600X600MM
5	KITCHEN CABINETS	POLYTEC RIGA ZINC
6	KITCHEN ISLAND CABINETS	POLYTEC BLOSSOM WHITE
7	BENCHTOPS THROUGHOUT	STONE AMBASSADOR PEARL WHITE
8	KITCHEN SPLASHBACK	PAVIA CENERE MOSAIC
9	KITCHEN SHELVES & BATHROOM CABINETS	POLYTEC NOTAIO WALNUT
10	WALLS/WOODWORK PAINT	DULUX VIVID WHITE

PROJECT  
 27 Pitt Street  
 RINGWOOD

FIXTURES AND FITTINGS SCHEDULE

EXTERNAL

Construction	Timber frame with various architectural cladding
Bricks	Pressed clay
Foundations	Concrete slab
Framing timber	Pine with hardwood lintels
Letterbox	Included
Roof Tiles	Colorbond or equivalent metal roof

Entry Door	Solid core painted
Window Frames	Aluminium

INTERNAL

Flooring	Refer to Plan and Interior specification
Internal wall linings	Plaster
TV Points	One point included
Phone points	One point included
Internal doors	Hardboard painted
Guttering and Downpipes	Colorbond or equivalent
Hot Water Service	Gas 135L
Kitchen Cupboards	Refer to Interior specification
Pantry	Included in Kitchen
Oven	Bosch or equivalent Stainless steel electric 600mm
Rangehood	Bosch or equivalent slide out electric
Cook Top	Bosch or equivalent stainless steel gas 600mm
Splashback	Refer to Interior specification
Sink	1 1/2 bowl with draining tray
Dishwasher	Bosch or equivalent -Stainless steel
Laundry Trough	Freestanding 46 LTR with bypass
Wardrobes	Built in with either sliding or hinged doors as determined by builder
Bath	White pressed steel 1650mm
Vanities	White oval basins
Toilet Suites	Refer to Interior specification-
Taps	Refer to Interior specification
Shower Screens	White Surround. Pivot Doors, laminated glass
Mirrors	Above vanities as per plan
Tiling	Ceramic tiling to bathrooms, entry,laundy and kitchen splashbacks
Door Furniture	Gainsborough 540TER or equivalent to entry, Gainsborough Stoneline Knobs or equivalent to all hinged doors internally
Shower Bases	Tiled as shown on plan
Electrical	As shown on plan
Floor Coverings	Refer to Interior specification and plan
Painting	Exterior-gloss acrylic- 2 coats Interior-semi gloss to timber,vinyl satin to walls, flat plastic to ceilings-all 2 coats
Window Coverings	Not included
Light Fittings	Stainless Steel round Downlights
Wall Insulation and smoke detectors	5 star rating standard included
Roof Insulation	5 star rating standard

GENERAL

External Storage Shed	Included if necessary for permit
2000 lt Water tank	Included underground
Heating	Reverse cycle airconditioning to bedrooms and living ares
Clothes line	Included
Landscaping and Driveway	Included as per Town Planning requirement
Garage Door	Panel lift or Roller door
Fencing	1.8M timber pailing fence

NOTE

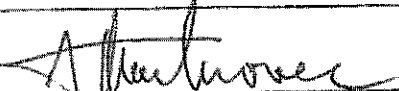
Some items on the inclusions list might change through the course of construction. These may be replaced with items of similar appearance and value at the builders discretion. Sample boards are available for viewing upon request

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.  
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	Lot __/27 Pitt Street, Ringwood 3134
-------------	--------------------------------------

<b>Vendor's name</b>	Eidene Holdings Pty Ltd ACN 631 586 476 as trustee for Eidene Pitt Trust	<b>Date</b> / /
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):  
See fire service levy in the attached land information certificate

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

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): -

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of 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.

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:

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:

Nil.

4.3 Compulsory Acquisition

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

Nil.

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):

Are contained in the attached certificate.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

6.1 An unlimited owners corporation will be established upon registration of the plan of subdivision

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	--	--	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) 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.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 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.

**10.2 Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

**10.3 Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

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 Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

**12. DUE DILIGENCE CHECKLIST**

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

**13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*



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

VOLUME 08648 FOLIO 390

Security no : 124088110585D  
Produced 14/02/2021 05:33 PM

**LAND DESCRIPTION**

Lot 69 on Plan of Subdivision 002216.  
PARENT TITLE Volume 05417 Folio 363  
Created by instrument C610925 11/10/1966

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ELDENE HOLDINGS PTY LTD of 36 MAYSIA STREET CANTERBURY VIC 3126  
AT047288Y 04/03/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AT047289W 04/03/2020  
CENTRAL VICTORIAN INVESTMENTS LTD

COVENANT 0580899

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 LP002216 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: 27 PITT STREET RINGWOOD VIC 3134

DOCUMENT END

*Plan of sub-division of  
part of Crown Portion 172  
Parish of Ringwood  
County of Mornington*

VOL. 1914 FOL. 626  
Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

**ENCUMBRANCES**

- AS TO THE LAND MARKED E-1 THE DRAINAGE EASEMENT CREATED IN INST. 1053191 IN FAVOUR OF LOT 9
- AS TO THE LAND MARKED E-2 THE DRAINAGE EASEMENT CREATED IN INST. 1375409
- AS TO THE LAND MARKED E-3 THE DRAINAGE EASEMENT CREATED IN INST. 1375409
- AS TO THE LAND MARKED E-3 & E-4 THE EASEMENT TO THE M.M.B.W. CREATED IN CIE C47838

AS TO ROAD R1  
ANY EASEMENTS AFFECTING  
THE SAME

**COLOUR CODE**

R1-BROWN  
ROADS COLOURED BROWN

**APPURTENANCES**

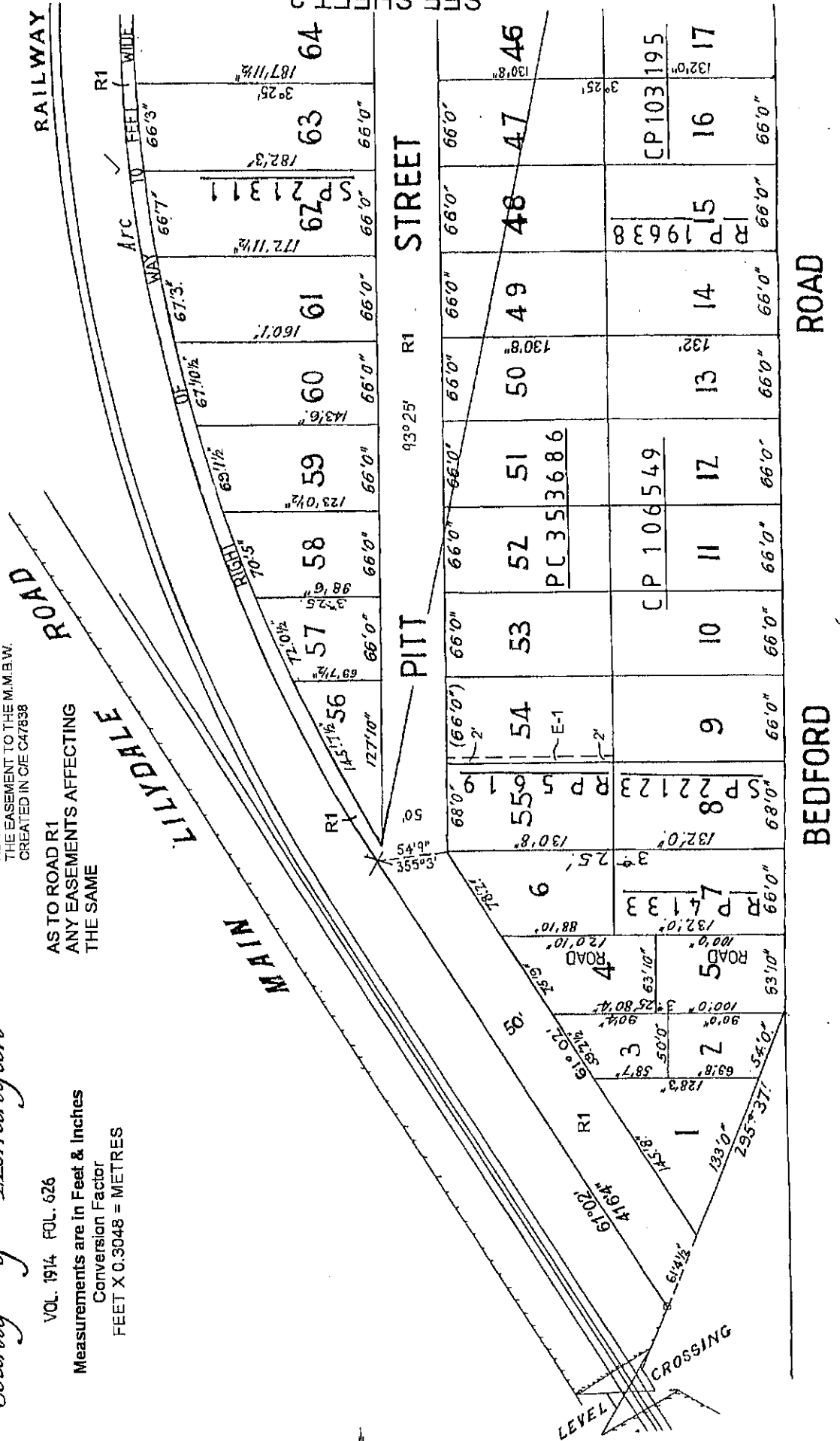
AS TO LOTS 27, 28, 35, 37, 48, 53, 60, 61, 63, 69, 70 & 71 TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN

LP 2216

EDITION 3

PLAN MAY BE LODGED  
13/11/88

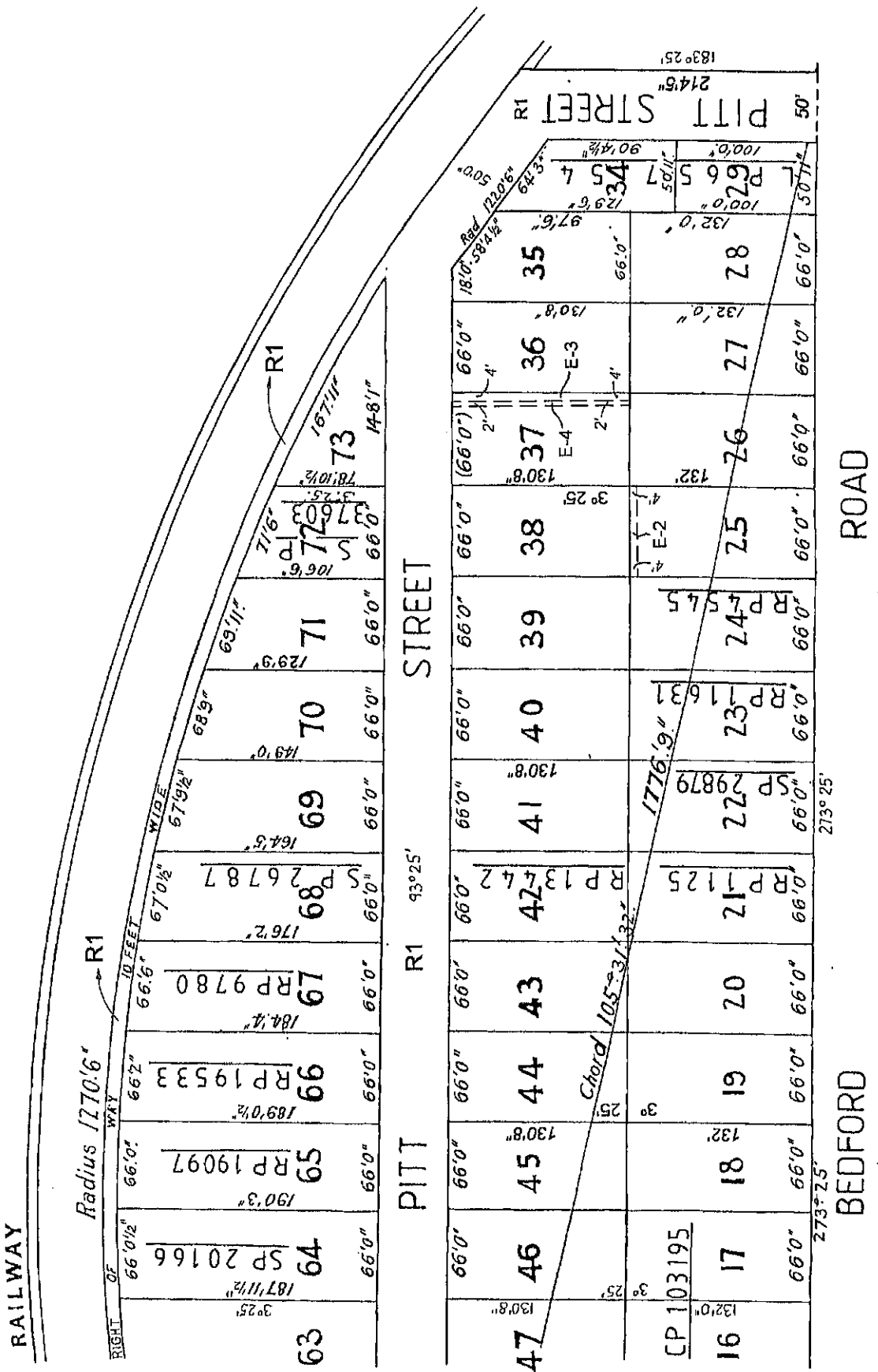
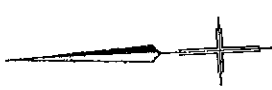
2 SHEETS  
SHEET 1



SEE SHEET 2



LP 2216  
 2 SHEETS  
 SHEET 2



SEE SHEET 1



1307274

Freehold

Know all Men  
Victoria. Public  
580899

TRANSFER OF LAND.

MICROFILMED

The Edgar Edwards Walker of Melbourn Gentleman, Albert Thomas Wiseman of High Street Melbourne Accountant and Arthur Ernest Wiseman of Jamnabhai Street Melbourne of the first of them account being named as the proprietors of an estate in fee simple in two equal undivided third parts of the land hereinafter described subject to the encumbrances notified hereunder and I believe Mrs Edolsten of 116 Glen Street Melbourne

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject to the encumbrances notified hereunder, in consideration of the sum of Fifty pounds

paid to us by William McCalland of Station Street Ringwood Esquire Dever and Hannah Meriam McCalland of the same place the Wife of the said William McCalland

Do HEREBY TRANSFER to the said William McCalland and Hannah Meriam McCalland as joint proprietors

All our estate and interest in All those pieces of Land being parts of Crown Allotment seven and a half Section

Parish of Ringwood County of Mornington and being Lot twenty one twenty nine twenty twenty one and twenty two on Plan of subdivision Number 2916 lodged in the Office of Titles and being part of the land comprised in the Certificate of Title Volume 2011 Folio 1000 and Volume 2012 Folio 51256 together with a right of carriage way over the roads Adirubak and Colwood shown on the said Plan of subdivision. And the said William McCalland and Hannah Meriam McCalland do and each of them by himself and herself their two and her heirs and assigns respectively for the term years of the land comprised in the Certificate of Title Volume 2011 Folio 1000 and Volume 2012 Folio 51256 and each of them that the said William McCalland and Hannah Meriam McCalland and their heirs and assigns shall not at any time transfer or sell or allow to be used such land or any part thereof for the manufacture of bricks, tiles, pipes, pottery and other kindred manufactures of all descriptions or any of them if so required that the foregoing covenant shall be noted on and appear in every future certificate of title for such land or any part or parts thereof on any encumbrance affecting the same. Together with a right of carriage way over

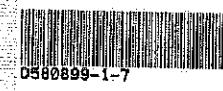
Dated the Second day of October One thousand nine hundred and eight.

Signed by the said Edgar Edwards Walker Albert Thomas Wiseman and Arthur Ernest Wiseman in the presence of Rob. Foster

Signed by the said Edgar Edwards Walker in the presence of Ed. Edolsten J.P.

Signed by the said William McCalland and Hannah Meriam McCalland in the presence of Rob. Foster

ENCUMBRANCES REFERRED TO



Note - The witness may be (within the limits of Victoria) either the Registrar or an Assistant Registrar, or a Registrar, Solicitor, or Clerk in a Solicitor of the Supreme Court, Registrar of County Court, Clerk of Petty Sessions, Town Clerk, Chief Secretary, Postmaster, Publicist, Justice of the Peace, Head Teacher of State School, Bank Manager, Secretary of Building Society, or Minister of Religion authorized to celebrate marriages within Victoria.

Certificate of Registrar of Titles or other authorized person to the Declaration of alleged witness.

Apparad before me at

the

day of

One thousand nine hundred and

the attending witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature the said

attested; and that the name purporting to be the signature of the said

in own hand-writing; and that he was of sound mind and freely and voluntarily signed such instrument.

*[Handwritten signature]*  
Registrar of Titles  
Department of Lands and Survey  
Wellington

TRANSFER

to  
Mr. W. McCalland and Mrs. M. McCalland  
from  
Mrs. E. E. Walker, J. S. Williamson and  
J. E. Williamson and Mrs. E. S. Walker

DATED  
1933

MEMORIAL OF INSTRUMENT.

Nature of Instrument	Time of its Production for Registration	Names of the Parties thereto	Number or Symbol of the Instrument
TRANSFER as to part and location of easement	The 3rd day of October 1933 at 11.6 o'clock in the fore noon.	Between Edward Walker, Robert Thomas, William Allan and Eleanor Carr Evelyston TO William McCalland and Margaret Miriam McCalland	581899

I certify that a memorial of the within instrument was entered in the Register Book, Vol. 1583 Fol. 16506 at the time last above mentioned.  
3041 655262  
Assistant Registrar of Titles

*[Handwritten notes and signatures]*  
1933  
1583  
16506  
1583  
16506  
1583  
16506



# PLAN OF SUBDIVISION

EDITION 1

PS 844413R

### Location of Land

Parish: RINGWOOD  
 Township: -----  
 Section: -----  
 Crown Allotment: -----  
 Crown Portion: 17D (PART)

Title Reference: VOL FOL

Last Plan Reference: LOT 69 ON LP 2216

Postal Address: 27 PITT STREET,  
 RINGWOOD 3134

MGA 2020 Co-ordinates E 344651 Zone: 55  
 N 5813264

Council Name: MAROONDAH

### Vesting of Roads and/ or Reserve

### Notations

Identifier	Council / Body / Person
NIL	NIL

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.  
 FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY: SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

### Notations

Depth Limitation DOES NOT APPLY

**Survey** This plan is based on survey.

**Staging** This is not a staged subdivision.

Planning Permit No.

This survey has been connected to permanent mark No(s)

In Proclaimed Survey Area No.

### Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of



**A LINE SURVEYING**

LICENSED LAND SURVEYORS  
 109 BEDFORD ROAD,  
 EAST RINGWOOD 3135.  
 PH 9870 6443 FAX 9879 3740  
 Email : admin@alinesurveying.com.au

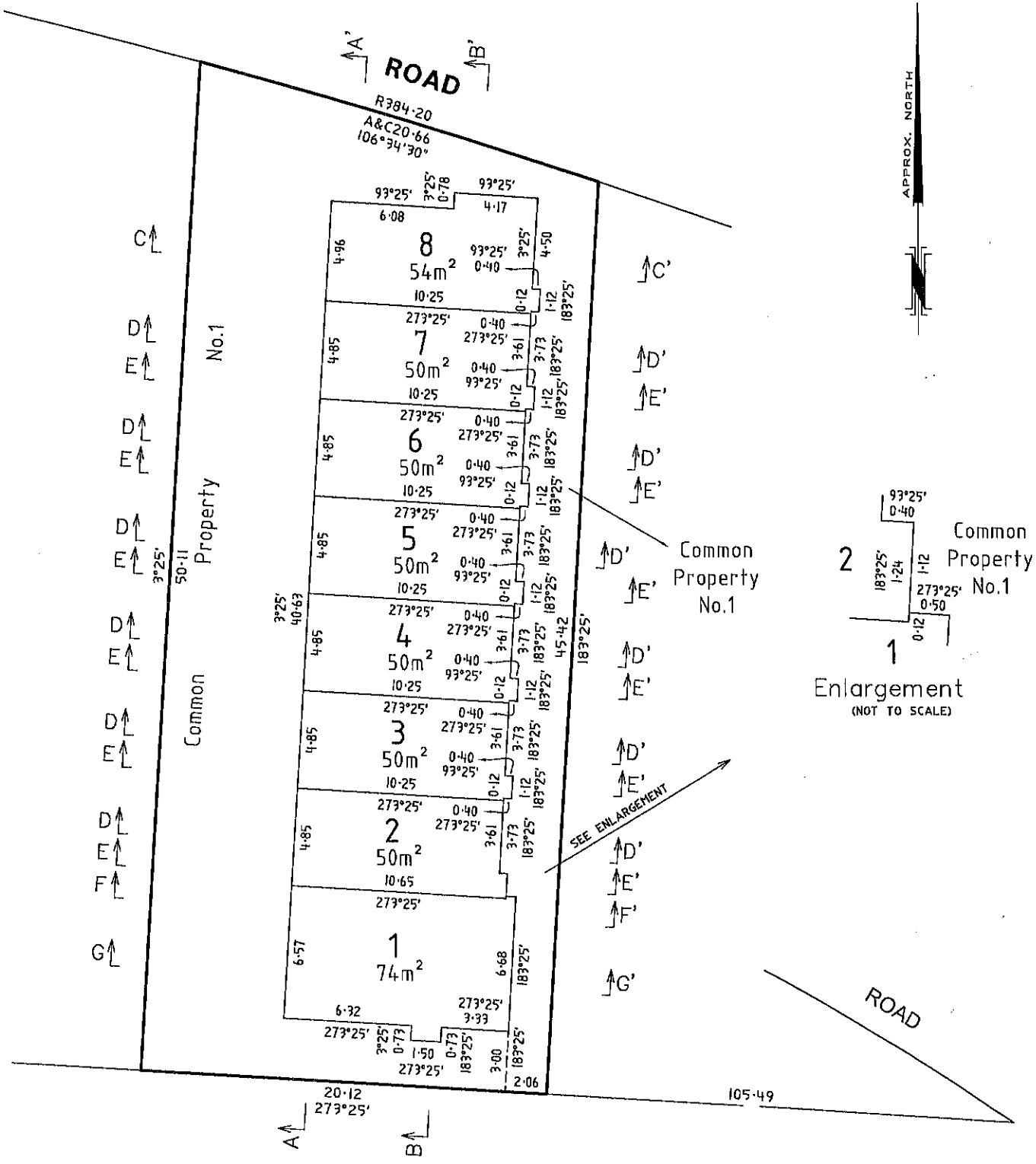
SURVEYORS REF. 10881 01-02-21 TC

LICENSED SURVEYOR : CRAIG STEWART

VERSION 2

ORIGINAL SHEET  
 SIZE: A3

Sheet 1 of 7



**PITT STREET**

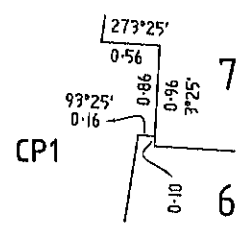
DIAGRAM 1 – Ground Storey

**A LINE SURVEYING**  
 LICENSED LAND SURVEYORS  
 109 BEDFORD ROAD,  
 EAST RINGWOOD 3135.  
 PH 9870 6443 FAX 9879 3740  
 Email : admin@alinesurveying.com.au

SCALE 1:200  
 2 0 4 8  
 LENGTHS ARE IN METRES  
 LICENSED SURVEYOR : CRAIG STEWART  
 REF. 10881 VERSION 2

ORIGINAL SHEET SIZE: A3  
 Sheet 2

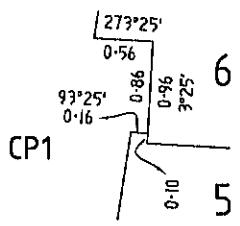




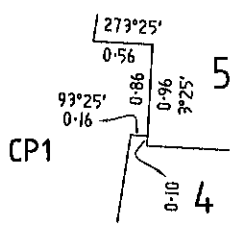
Enlargement (NOT TO SCALE)



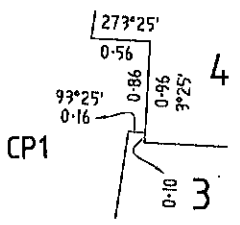
Common Property No.1



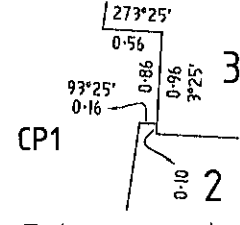
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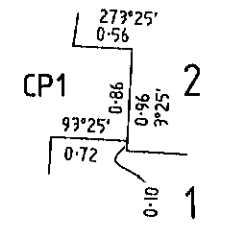
Enlargement (NOT TO SCALE)



Enlargement (NOT TO SCALE)



Enlargement (NOT TO SCALE)



Enlargement (NOT TO SCALE)

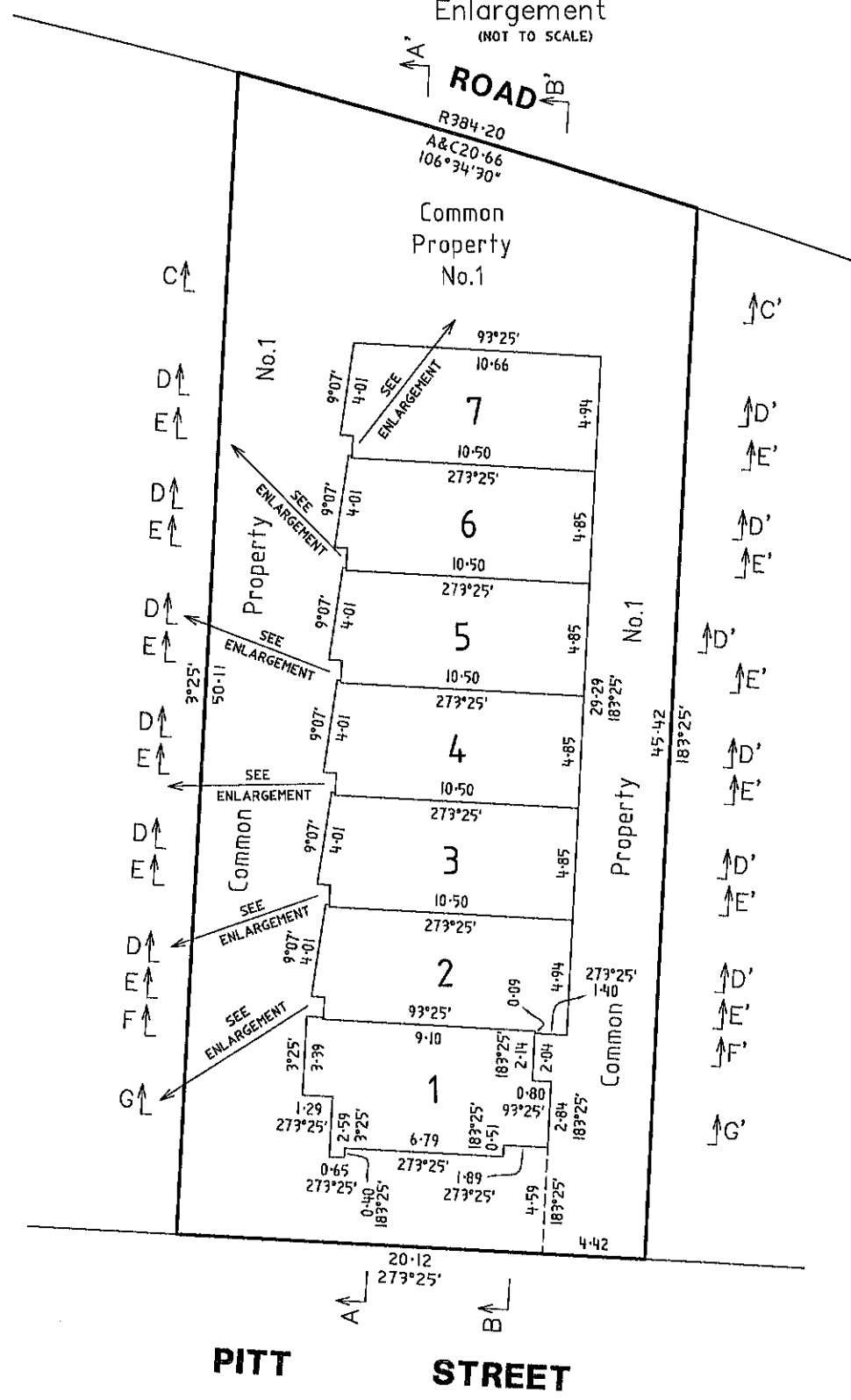
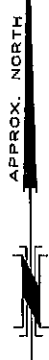


DIAGRAM 3 – Topmost Storey



**A LINE SURVEYING**  
 LICENSED LAND SURVEYORS  
 109 BEDFORD ROAD,  
 EAST RINGWOOD 3135.  
 PH 9870 6443 FAX 9879 3740  
 Email : admin@alinesurveying.com.au

SCALE 1:200  
 2 0 4 8  
 LENGTHS ARE IN METRES  
 LICENSED SURVEYOR : CRAIG STEWART  
 REF. 10881 VERSION 2

ORIGINAL SHEET SIZE: A3  
 Sheet 4

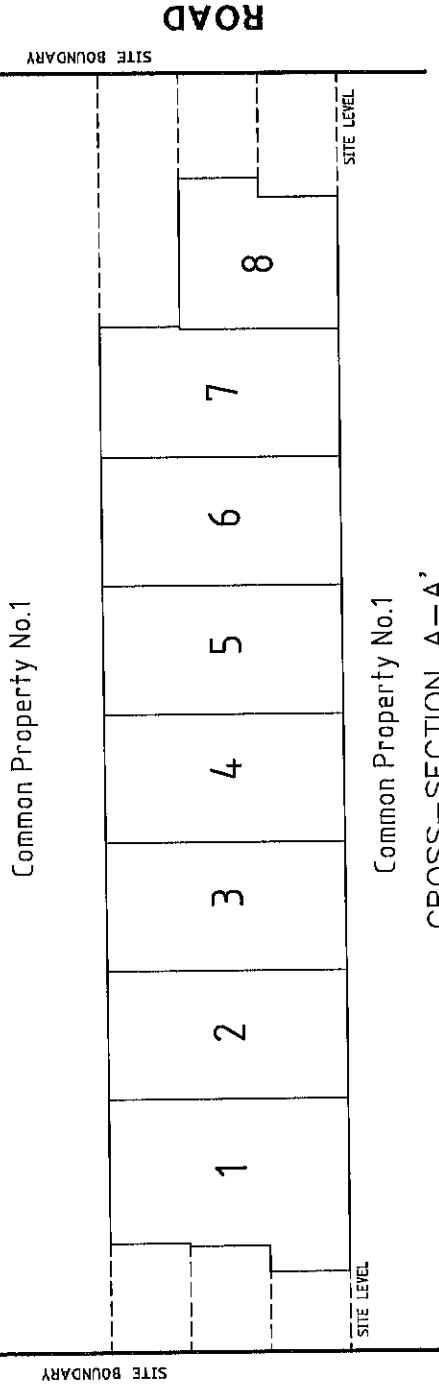


PS 844413R

TOPMOST STOREY  
(DIAGRAM 3)

FIRST STOREY  
(DIAGRAM 2)

GROUND STOREY  
(DIAGRAM 1)

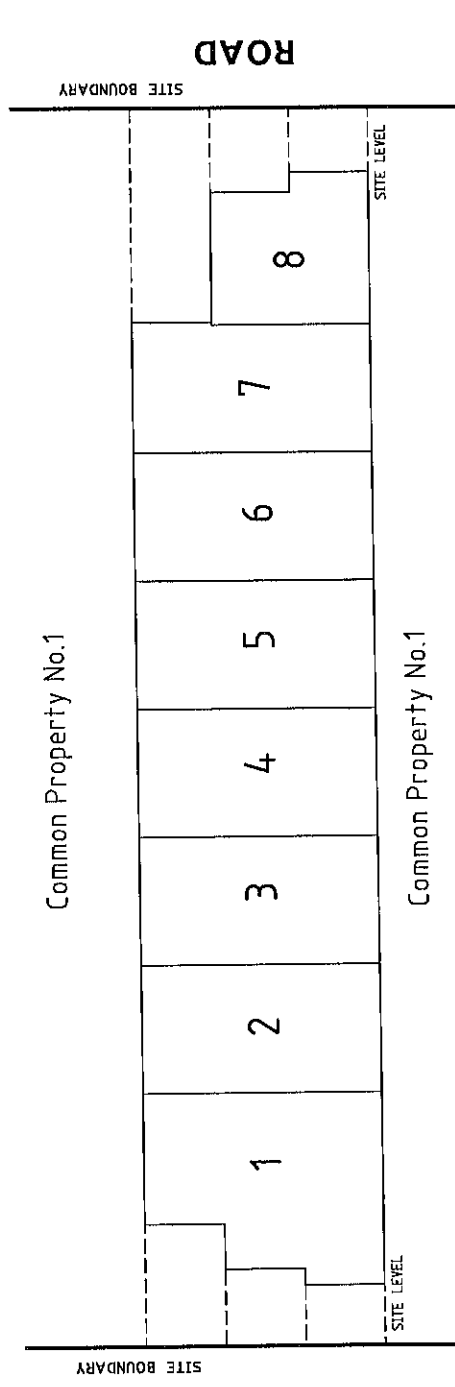


PITT STREET

TOPMOST STOREY  
(DIAGRAM 3)

FIRST STOREY  
(DIAGRAM 2)

GROUND STOREY  
(DIAGRAM 1)



PITT STREET

**A LINE SURVEYING**  
 LICENSED LAND SURVEYORS  
 109 BEDFORD ROAD,  
 EAST RINGWOOD 3135.  
 PH 9870 6443 FAX 9879 3740  
 Email : admin@alinesurveying.com.au

SCALE NTS 0 LENGTHS ARE IN METRES

LICENSED SURVEYOR : CRAIG STEWART  
 REF. 10881 VERSION 2

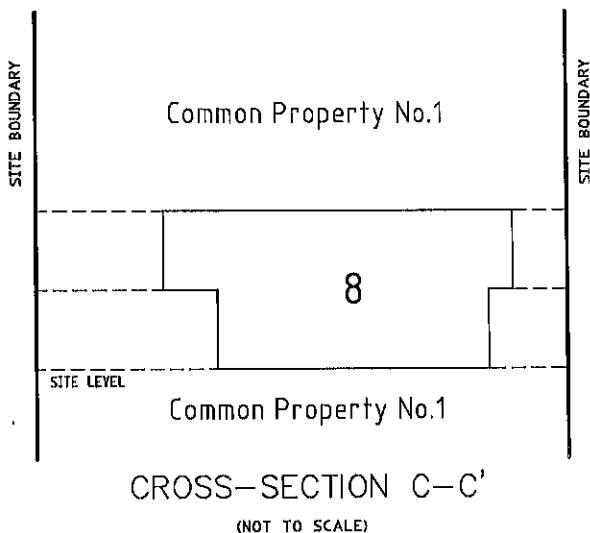
ORIGINAL SHEET SIZE: A3

Sheet 5

TOPMOST STOREY  
(DIAGRAM 3)

FIRST STOREY  
(DIAGRAM 2)

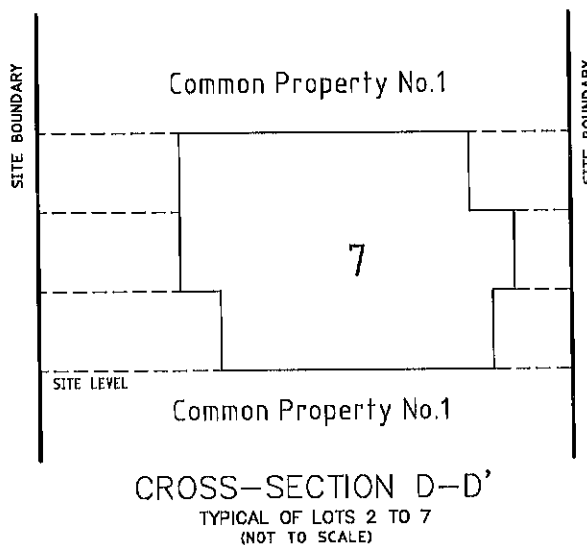
GROUND STOREY  
(DIAGRAM 1)



TOPMOST STOREY  
(DIAGRAM 3)

FIRST STOREY  
(DIAGRAM 2)

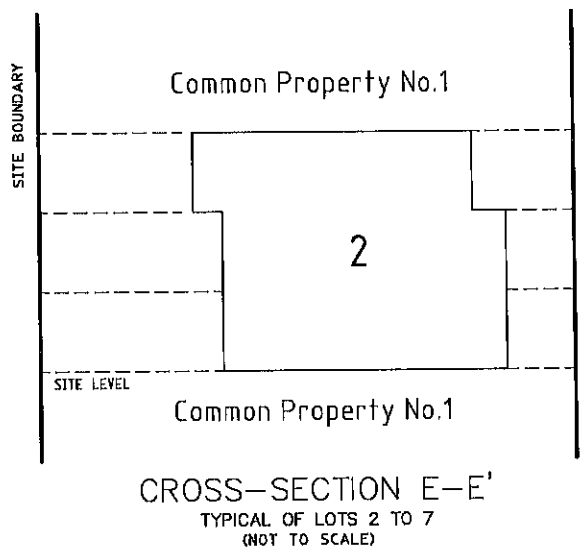
GROUND STOREY  
(DIAGRAM 1)



TOPMOST STOREY  
(DIAGRAM 3)

FIRST STOREY  
(DIAGRAM 2)

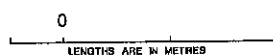
GROUND STOREY  
(DIAGRAM 1)



**A LINE SURVEYING**

LICENSED LAND SURVEYORS  
109 BEDFORD ROAD,  
EAST RINGWOOD 3135.  
PH 9870 6443 FAX 9879 3740  
Email : admin@alinesurveying.com.au

SCALE  
NTS



ORIGINAL SHEET  
SIZE: A3

Sheet 6

LICENSED SURVEYOR : CRAIG STEWART

REF. 10881

VERSION 2

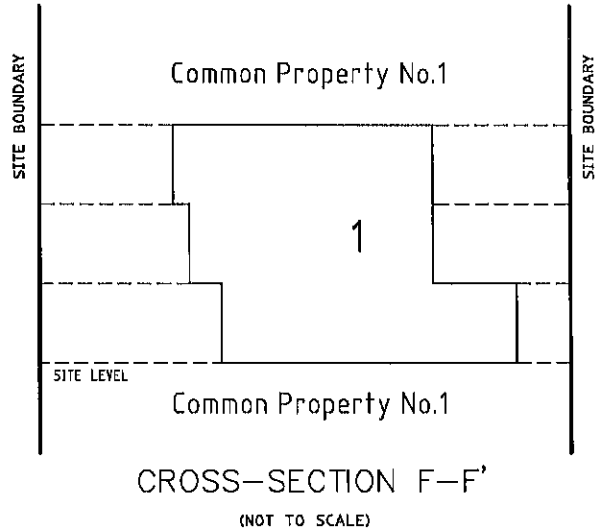
TOPMOST STOREY  
*(DIAGRAM 3)*

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FIRST STOREY  
*(DIAGRAM 2)*

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GROUND STOREY  
*(DIAGRAM 1)*



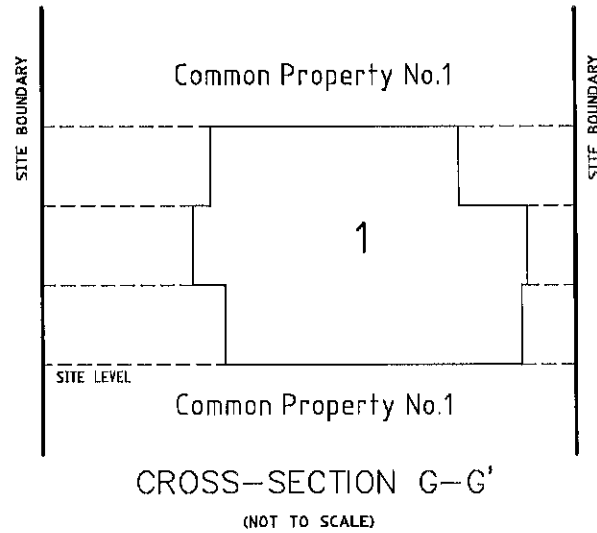
TOPMOST STOREY  
*(DIAGRAM 3)*

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FIRST STOREY  
*(DIAGRAM 2)*

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GROUND STOREY  
*(DIAGRAM 1)*



**A LINE SURVEYING**

LICENSED LAND SURVEYORS  
109 BEDFORD ROAD,  
EAST RINGWOOD 3135.  
PH 9870 6443 FAX 9879 3740  
Email : admin@alinesurveying.com.au

SCALE  
NTS



ORIGINAL SHEET  
SIZE: A3

Sheet 7

LICENSED SURVEYOR : CRAIG STEWART

REF. 10881

VERSION 2

# OWNERS CORPORATION SCHEDULE

PS844413R

Owners Corporation No. 1

Plan No. PS844413R

Land affected by Owners Corporation

Lots: ALL OF THE LOTS IN THE TABLE BELOW AND

Common Property No.: 1

Limitations of Owners Corporation:

UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	800	800
Previous stages	0	0
Overall Total	800	800

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	100	100									
2	100	100									
3	100	100									
4	100	100									
5	100	100									
6	100	100									
7	100	100									
8	100	100									



**A LINE SURVEYING**

109 Bedford Road, Ringwood East 3135  
 PH: 9870 6443 FAX: 9879 3740  
 Email : admin@alinesurveying.com.au

SURVEYORS FILE REFERENCE:  
 1088102

SHEET 1 OF 1

ORIGINAL SHEET  
 SIZE: A3

LICENSED SURVEYOR: CRAIG STEWART

# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

718400

**APPLICANT'S NAME & ADDRESS**

HUGHES LEGAL PTY LTD C/- INFOTRACK C/- LANDATA  
MELBOURNE

**VENDOR**

ELDENE PITT TRUST

**PURCHASER**

N/A, N/A

**REFERENCE**

62838

This certificate is issued for:

LOT 69 PLAN LP2216 ALSO KNOWN AS 27 PITT STREET RINGWOOD  
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 RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4

A Proposed Amending Planning Scheme C130maro has been placed on public exhibition which shows this property :

- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 1 - C130maro
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 - C130maro

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/>)

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

14 February 2021

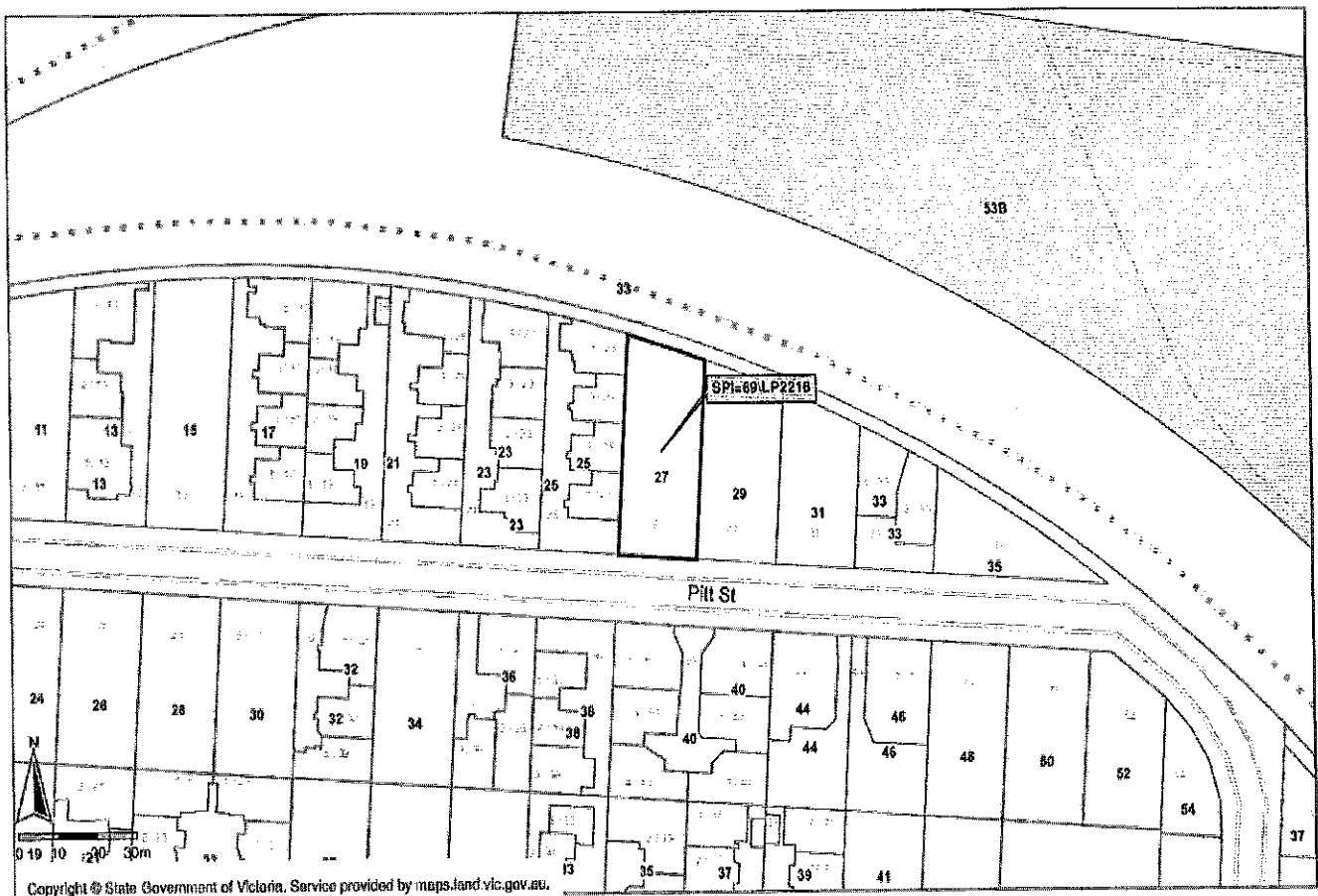
Hon. Richard Wynne MP  
Minister for Planning

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.





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hughes Legal Pty Ltd C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 62838

NO PROPOSALS. As at the 14th February 2021, 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®.

27 PITT STREET, RINGWOOD 3134  
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: 14th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45461553 - 45461553173312 '62838'

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / HUGHES LEGAL PTY LTD

Your Reference: 210294  
 Certificate No: 42717988  
 Issue Date: 15 FEB 2021  
 Enquiries: MXM7

Land Address: 27 PITT STREET RINGWOOD VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7541326	69	2216	8648	390	\$3,695.00

Vendor: ELDENE PITT TRUST  
 Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ELDENE HOLDINGS PTY LTD.	2021	\$1,090,000	\$3,695.00	\$0.00	\$3,695.00

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:	\$1,090,000
SITE VALUE:	\$1,090,000
AMOUNT PAYABLE:	\$3,695.00



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 42717988

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,695.00


Taxable Value = \$1,090,000

Calculated as \$2,975 plus ( \$1,090,000 - \$1,000,000 )  
multiplied by 0.800 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 42717988

**Telephone & Internet Banking - BPAY®**

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

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 42717988

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



YARRA VALLEY WATER  
ABN 93 068 902 501

Luoknow Street  
Mitham Victoria 3132

Private Bag 1  
Mitham Victoria 3132

DX 13204

F (03) 9872 1353

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

14th February 2021

Hughes Legal Pty Ltd C/- InfoTrack C/- LANDATA  
LANDATA

Dear Hughes Legal Pty Ltd C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

Property Address:	27 PITT STREET RINGWOOD 3134
Applicant	Hughes Legal Pty Ltd C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30581206
Conveyancing Account Number	7959580000
Your Reference	62838

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
- 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  
ABN 83 068 802 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

**Yarra Valley Water Encumbrance**

Property Address	27 PITT STREET RINGWOOD 3134
------------------	------------------------------

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.

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.



YARRA VALLEY WATER  
ABN 93 088 902 501

Luoknow Street  
Mitoham Victoria 3132

Private Bag 1  
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

### Melbourne Water Encumbrance

Property Address	27 PITT STREET RINGWOOD 3134
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

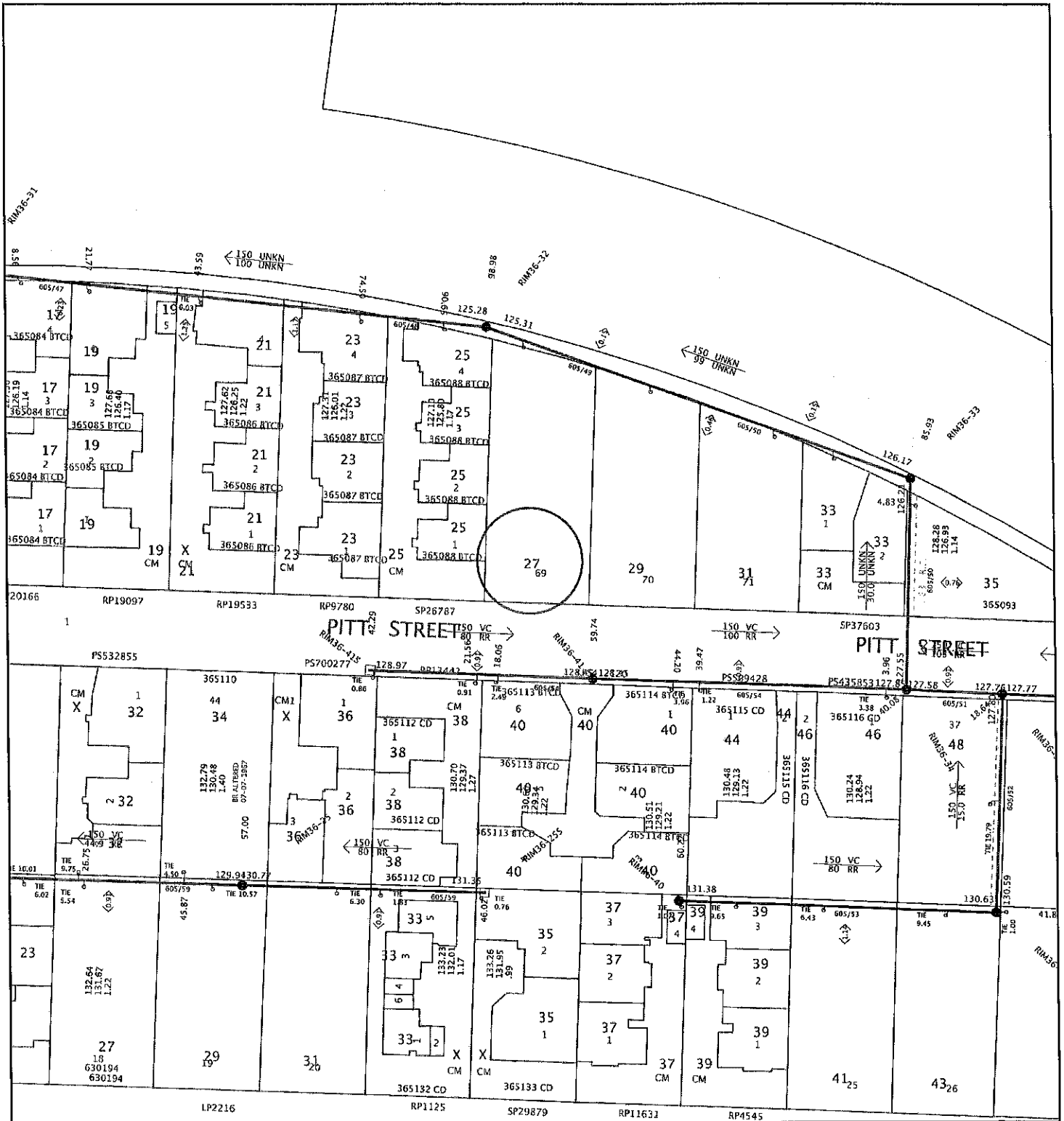
### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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: 30581206**

<b>Address</b>	27 PITT STREET RINGWOOD 3134
<b>Date</b>	14/02/2021
<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	Sewer Manhole
Easement	Sewer Pipe Flow	MW Drainage Manhole	Sewer Manhole
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	Sewer Manhole
Abandoned Sewer	Sewer Branch	Sewer Manhole	

**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;



YARRA VALLEY WATER  
ABN 83 068 902 601

Luoknow Street  
Mitoam Victoria 3132

Private Bag 1  
Mitoam Victoria 3132

DX 13204

F (03) 9872 1353

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

Hughes Legal Pty Ltd C/- InfoTrack C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 9261956043  
Rate Certificate No: 30581206

Date of Issue: 14/02/2021  
Your Ref: 62838

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
27 PITT ST, RINGWOOD VIC 3134	69\LP2216	1345836	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	\$19.26	\$19.26
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	\$113.00	\$113.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-01-2021 to 31-03-2021	\$25.72	\$25.72
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			-\$362.50 cr
<b>Total for This Property</b>			-\$204.52 cr
<b>Total Due</b>			-\$204.52 cr

#### 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:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. 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. 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.

6. 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.

7. 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

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. 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

10. 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

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 89 058 802 501

Luoknow Street  
Mitoham Victoria 3132

Private Bag 1  
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1345836

Address: 27 PITT ST, RINGWOOD VIC 3134

Water Information Statement Number: 30581206

**HOW TO PAY**



Bill Code: 314567  
Ref: 92619560432



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: 1345836

Address: 27 PITT ST, RINGWOOD VIC 3134

Water Information Statement Number: 30581206

Cheque Amount: \$



Telephone Enquiries: 03 9298 4327  
Your Reference: 45461553-016-0:48813  
Reg 51 (1)



15 February 2021

Landata Counter Services  
DX250639  
Melbourne

Dear Sir/Madam

**Re: 27 Pitt Street, Ringwood VIC 3134 Lot 69 LP 2216**

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
Demolition of dwelling and outbuilding	PBS/16752/2021/0	11-Feb-2021	No Final Recorded

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

**Combined Allotments**

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

*Leanne Wilson*

**Leanne Wilson  
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

ABN 98 606 522 719

# PLANNING PERMIT



Permit No: M/2019/1136

Page 1 of 7

Planning scheme: Maroondah Planning Scheme

Responsible authority: Maroondah City Council

Address of the land:

27 Pitt Street, Ringwood

**The Permit allows:**

Construction of eight dwellings and the removal of vegetation in accordance with the endorsed plans

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

## Architectural plans

- 1 Prior to the commencement of works, amended architectural plans, elevations and sections generally in accordance with plans prepared by Ikonomidis Design Studio (Dated SEP20 all Revision F) must be submitted to the satisfaction of the responsible authority.

Once endorsed, the architectural plans will form part of part of the planning permit.

## Layout not altered – development

- 2 The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

## Construction Plans for Paving Required

- 3 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.

## Car Park and Access Lanes

- 4 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.

## Construction of Vehicle Crossing

- 5 Before the development is occupied, the owner must at its cost construct a concrete vehicle crossing 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.

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read 'Arianna'.

Date Issued: 24 September 2020

# PLANNING PERMIT



Permit No: M/2019/1136

Page 2 of 7

Planning scheme: Maroondah Planning Scheme

Responsible authority: Maroondah City Council

## Remove any Unnecessary Vehicle Crossing

- 6 Before the development is completed, the owner must at its cost remove any unnecessary or redundant crossover and reinstate kerb and channelling and the affected nature strip to the satisfaction of the Responsible Authority.

## Construction Plans for Drainage Required

- 7 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;
  - (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 to limit the maximum discharge rate to the PSD
  - (g) Show construction of an outfall drain to the nominated Legal Point of Discharge.

## Drainage Works Required

- 8 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.

## Control Sediment Laden Run Off

- 9 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.

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read 'Arianna'.

Date Issued: 24 September 2020

# PLANNING PERMIT



Permit No: M/2019/1136

Page 3 of 7

Planning scheme: Maroondah Planning Scheme

Responsible authority: Maroondah City Council

For example, 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

## Construction Management Plan

- 10 Before the development starts, three copies of a Construction Management Plan (CMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the CMP will form part of the permit and must be implemented and complied with at all times to the satisfaction of the Responsible Authority. The CMP must include, but not be limited to, the following:
- (a) details of hours of demolition and construction including deliveries;
  - (b) details of the construction program;
  - (c) methods to contain dust, dirt and mud within land, and the method and frequency of clean up procedures;
  - (d) details of facilities on the land for vehicle washing;
  - (e) protection measures for features of the land to be retained including vegetation, retaining walls, buildings, other structures and pathways;
  - (f) details of delivery and unloading points and expected frequency;
  - (g) details of a liaison officer for contact by residents and the Responsible Authority in the event queries or problems are experienced;
  - (h) measures to minimise the impact of construction vehicles arriving at and departing from the land;
  - (i) the processes to be adopted for the separation, re-use and recycling of demolition materials;
  - (j) the measures for prevention of the unintended movement of building waste and hazardous materials and other pollutants on or off the land, whether by air, water or other means;
  - (k) the measures to minimise the amount of waste construction materials; the provision for the recycling of demolition and waste materials; and the return of waste materials to the supplier (where the supplier has a program of reuse or recycling);
  - (l) the measures to minimise noise and other amenity impacts from mechanical equipment and demolition/construction activities, especially outside of daytime hours;
  - (m) the provision of adequate environmental awareness training for all contractors and sub-contractors on the land; and
  - (n) measures to protect the stormwater drainage system so that no solid waste, sediment, sand, soil, clay or stones from the land enters the stormwater drainage system.

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read "Arianna".

Date Issued: 24 September 2020

# PLANNING PERMIT



Permit No: M/2019/1136

Page 4 of 7

Planning scheme: Maroondah Planning Scheme

Responsible authority: Maroondah City Council

## Amended Landscape plan required

- 11 Before the development starts or use commences, an amended 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 this permit. The landscape plan must address Maroondah City Council's Landscape Plan Guidelines, must be drawn to scale and its content must reconcile with all other plans which form part of this permit.

The plan must show:

- (a) A landscape area generally 1.3m wide (allowing for reductions associated with the vehicle accessway) adjacent to the west boundary.
- (b) Substitute *Bambusa textillis Gracilis* with *Acmena smithii* var or similar hedging tree.
- (c) Plot the location of the six cubic metre storage facility for each dwelling on the landscape plan.
- (d) Clothes lines, service and refuse bin storage areas and shed storage provided with suitable hard surfacing and access pathways to them.
- (e) For each tree shown to be retained on the land or on neighbouring land, a Tree Protection Zone (TPZ) and Structural Root Zone (SRZ) calculated in accordance with the Australian Standard for Protection of Trees on Development Sites (AS4970-2009).
- (f) Tree protection notes which satisfy the Australian Standard for Protection of Trees on Development Sites (AS4970-2009).
- (g) Pathways may only be of impervious/sealed pavement where detailed on approved paving plans and drained in accordance with an approved drainage plan.
- (h) All pathways and pavements not used for vehicle access be constructed of flexible / porous materials.
- (i) Sympathetically planted garden beds to the fullest extent of TPZs as is practical.
- (j) Landscape details for all open spaces, demonstrating a balance of planted garden beds, lawns and hard surfaces.
- (k) Landscaping treatments within the front setback in a manner which complements the prevailing character of the surrounding area.
- (l) All canopy trees must be located to optimise their long-term growth and development. In this regard, trees shall:
  - i be shown beyond the canopy of any existing canopy tree
  - ii be shown at least 3m from any other replacement tree and

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read 'Arianna'.

Date Issued: 24 September 2020

# PLANNING PERMIT



Permit No: M/2019/1136

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Planning scheme: Maroondah Planning Scheme

Responsible authority: Maroondah City Council

- iii be shown in to a mulched area or garden bed at least 1m wide (to provide at least a 0.5m radial area around the tree's stem which is mulched and free of lawn).
- (m) Any approved free-standing lattice support detail, including a section drawing to demonstrate its method of construction.
- (n) Details for the support structure for climbing plants, including a section drawing to demonstrate its method of construction.
- (o) Vehicle sightlines (ie driveway splays) indicating that all structures and planting heights are limited to 900mm in height.
- (p) 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.

## Landscaping completion

- 12 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.

## Landscaping maintenance

- 13 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.

## Screening of Equipment

- 14 The plant and equipment on the roof of the building must be screened in a manner to complement the appearance of the building to the satisfaction of the Responsible Authority.

## No Communication Devices Visible

- 15 Communication devices, cabling, antennae, satellite dishes and plant must be consolidated, rationalised and integrated into the building design and must not be visible from the surrounding streets to the satisfaction of the Responsible Authority.

## Time limit – development only

- 16 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.

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read "Arianna".

Date Issued: 24 September 2020

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# PLANNING PERMIT



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**Permit No:** M/2019/1136

Page 6 of 7

**Planning scheme:** Maroondah Planning Scheme

**Responsible authority:** Maroondah City Council

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.

– End of conditions –

The responsible authority has issued a permit at the direction of the Victorian Civil and Administrative Tribunal. VCAT reference P922/2020

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read 'Nina Curran'.

Date Issued: 24 September 2020

## Important information about this permit

### What has been decided?

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The responsible authority has issued a permit the direction of the Victorian Civil and Administrative Tribunal.  
(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?

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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?

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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:



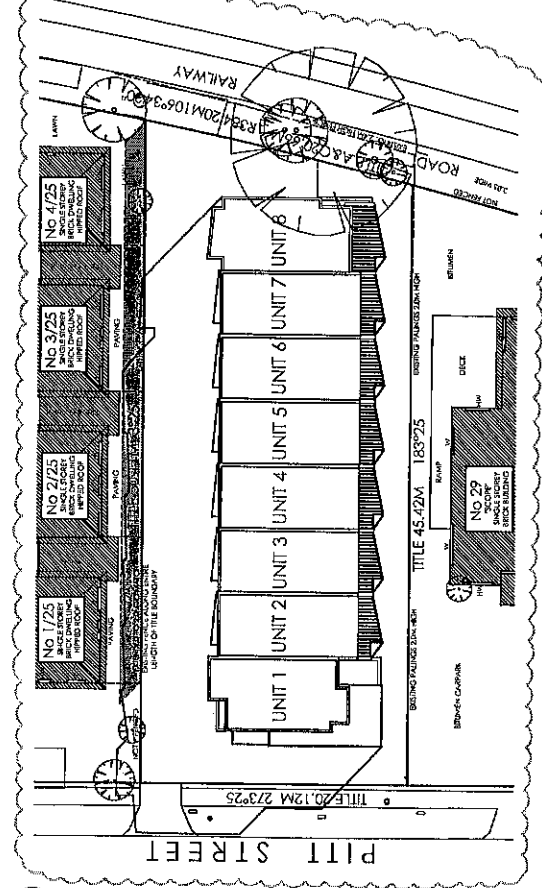
Date Issued: 24 September 2020



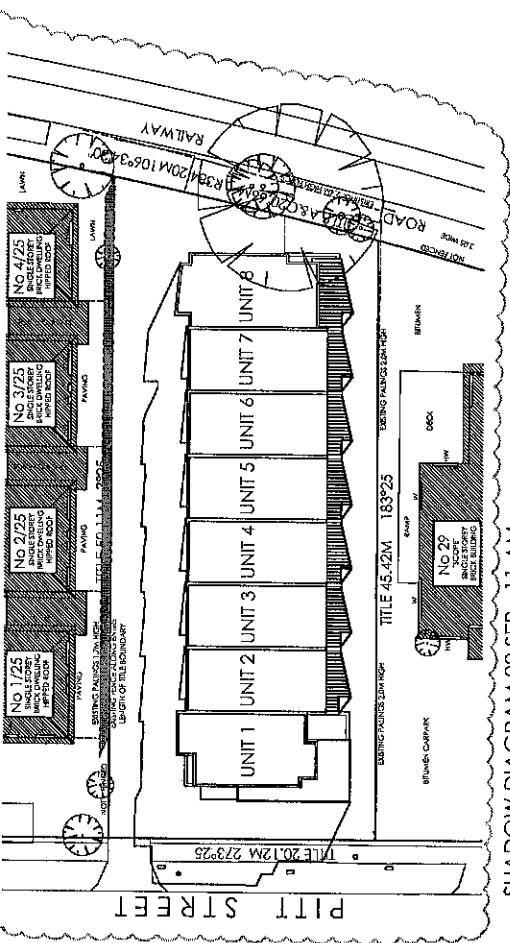




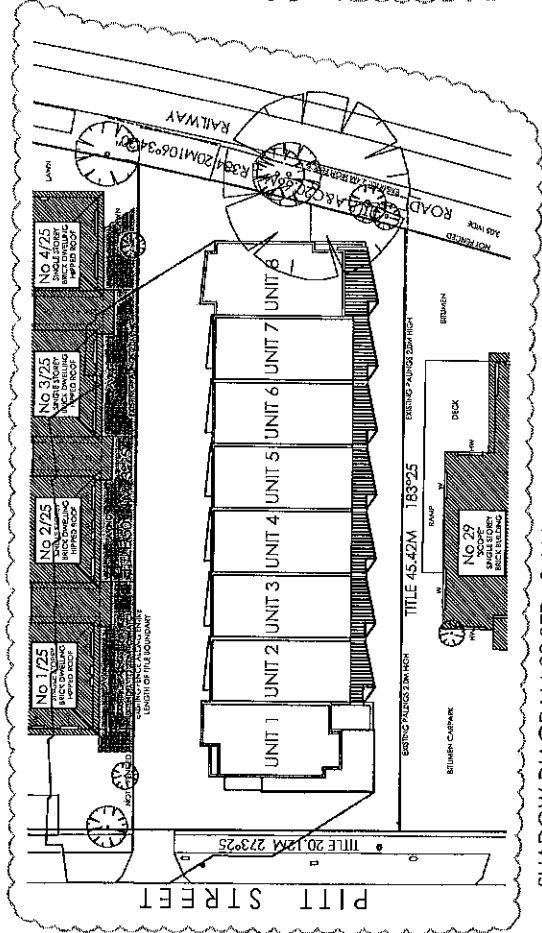
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C	MAY20	VCAT AMENDMENTS
D	AUG20	COUNCIL ISSUE
E	SEP20	UNIT CHANGES
F	SEP20	UNIT 1, 5, 6'S CHANGES



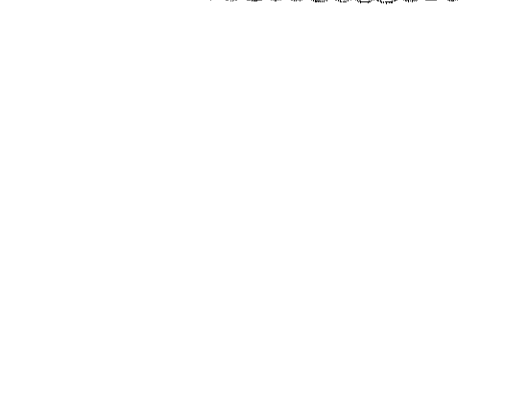
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SCALE 1:200



SHADOW DIAGRAM 22 SEP - 11.AM  
SCALE 1:200



SHADOW DIAGRAM 22 SEP - 9.AM  
SCALE 1:200



SHADOW DIAGRAM 22 SEP - 11.AM  
SCALE 1:200

MAROONDAH PLANNING SCHEME  
This Plan referred to in  
Planning Permit M/2019/1136 is hereby approved.  
Officer: Neil Amos  
Date: 29/09/2020 Sheet: 3 of 11

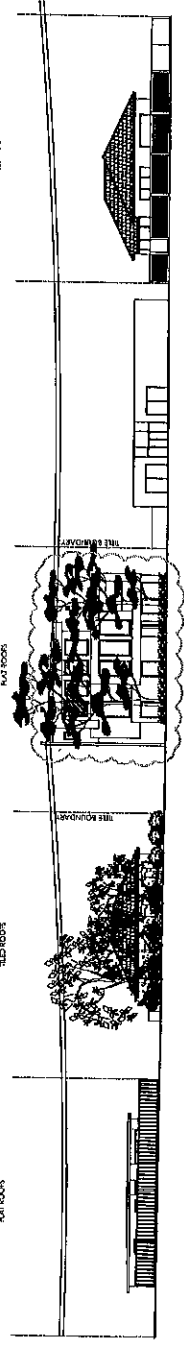
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WALL MOUNTED SERVICE  
TILED ROOF

No. 29 PITT STREET  
TWO-STOREY SERVICE  
BRICK ENTRY BUILDING  
TILED ROOF

No. 27 PITT STREET  
ARTILLERY BATTERY (PREVIOUS)  
TWO-STOREY SERVICE  
BRICK & ASPHALT CLADDING  
TILED ROOF

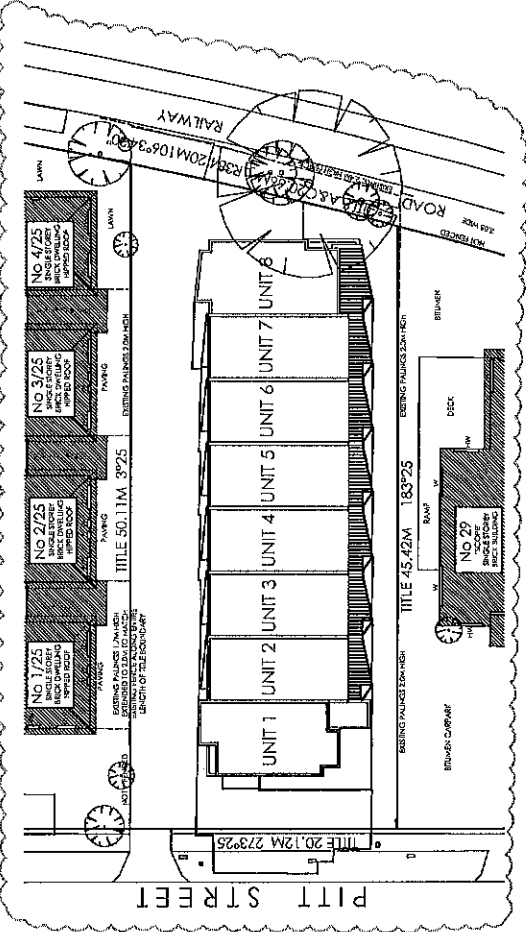
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BRICK & ASPHALT CLADDING  
TILED ROOF

No. 27 PITT STREET  
ARTILLERY BATTERY (PREVIOUS)  
TWO-STOREY SERVICE  
BRICK & ASPHALT CLADDING  
TILED ROOF

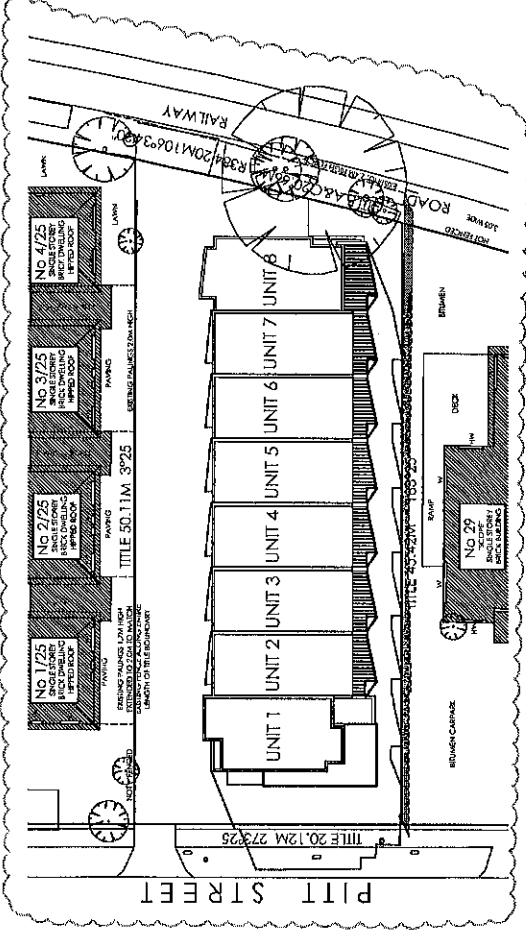


STREETSCAPE ELEVATION BELL STREET  
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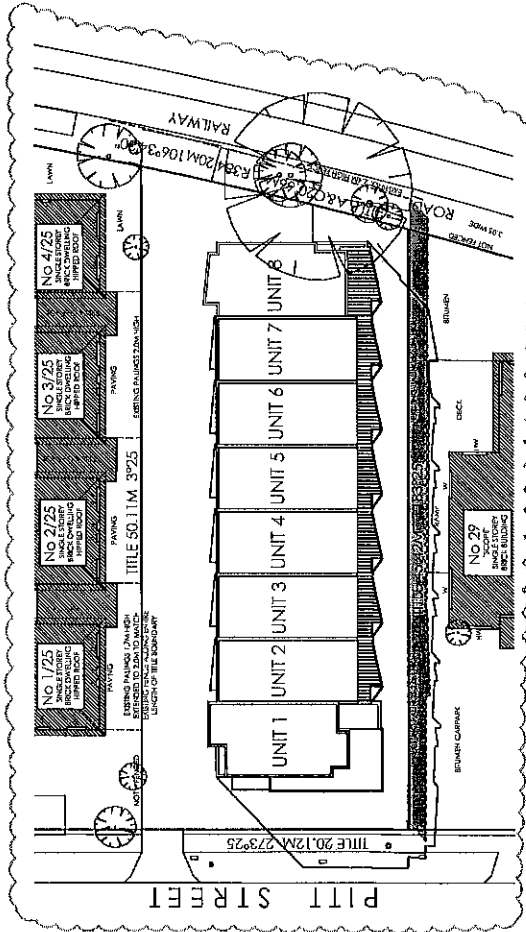
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C	MAY20	VCAT AMENDMENTS
D	AUG20	COUNCIL ISSUE
E	SEP20	UNIT 1 CHANGES
F	SEP20	UNIT 1 SPENS CHANGES



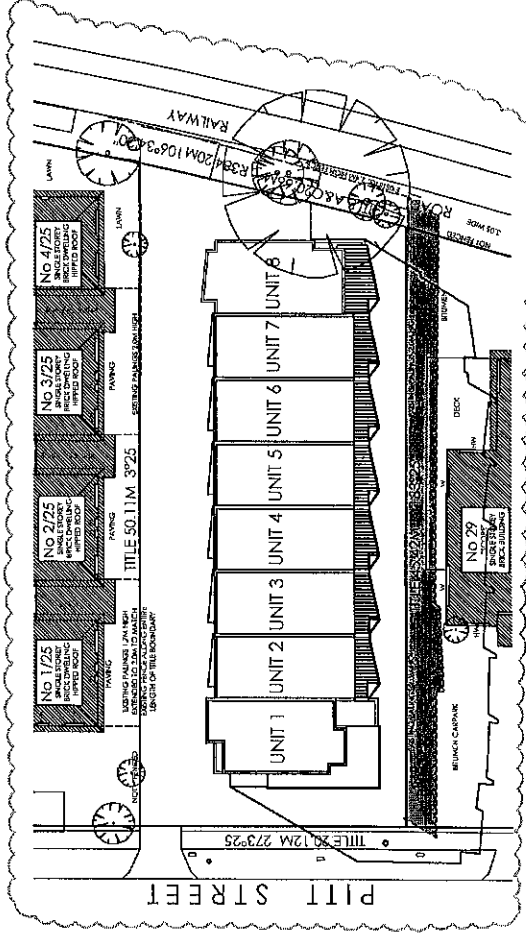
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SHADOW DIAGRAM 22 SEP - 1.PM  
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SHADOW DIAGRAM 22 SEP - 2.PM  
SCALE 1:500



SHADOW DIAGRAM 22 SEP - 3.PM  
SCALE 1:500

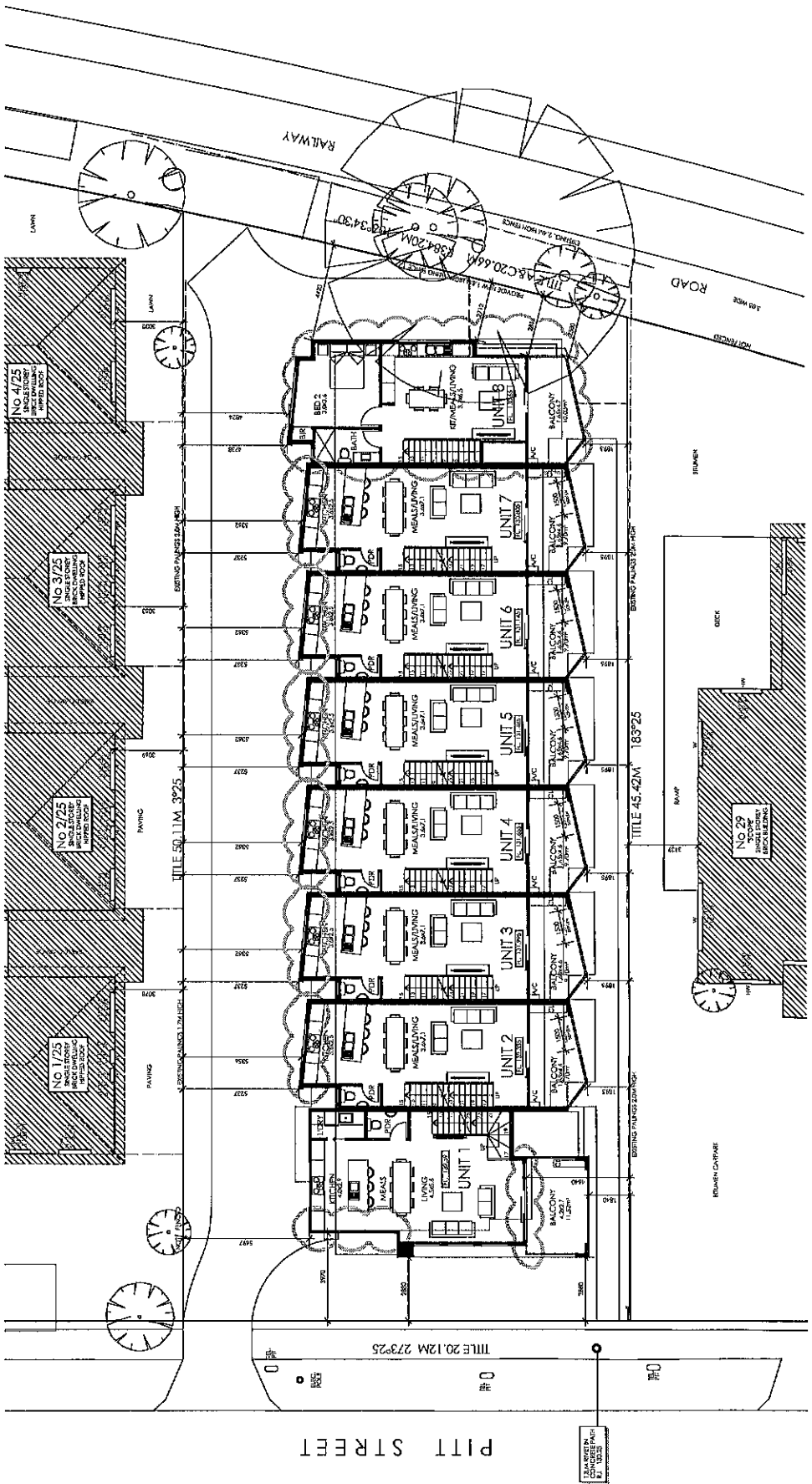
MAROONDAH PLANNING SCHEME  
This Plan referred to in  
Planning Permit M/2019/1136 is hereby approved.  
Officer: Neil Amos  
Date: 29/09/2020 Sheet: 4 of 11

T4 F  
27 PITT STREET  
RINGWOOD  
MULTI UNIT DEVELOPMENT  
SHADOW DIAGRAMS  
JOB NO. 0025  
IKONMIDIS.COM.AU  
SCALE 1:500/8A1



Rev	Date	Issue
B	JAN20	COUNCIL INT
C	MAY20	VCAT AMENDMENTS
D	AUG20	COUNCIL ISSUE
E	SEP20	UNIT CHANGES
F	SEP20	UNIT 1, 4, 7, 8 CHANGES

**MAROONDAH PLANNING SCHEME**  
 This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 6 of 11



T6 F

27 PITT STREET  
 RINGWOOD  
 MULTI UNIT DEVELOPMENT  
 FIRST FLOOR PLAN

SCALE 1:1000  
 IAN HONG  
 IAN HONG ARCHITECTS

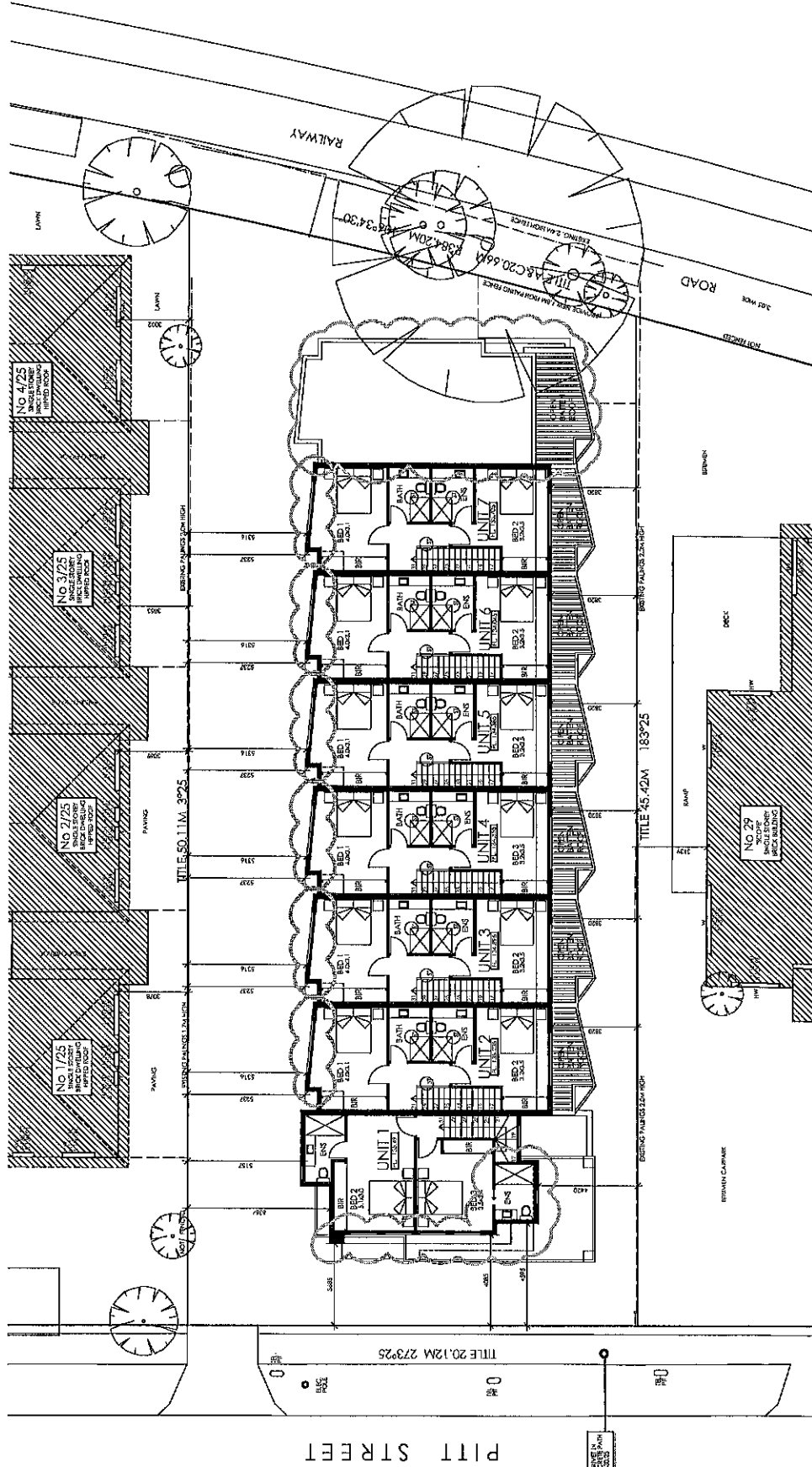
**IKONOMIDIS**  
 DESIGN STUDIO

The state of design may vary per council. Planning Permit M/2019/1136 is hereby approved. Planning Permit M/2019/1136 is hereby approved.

**MARCOONDAH PLANNING SCHEME**

This Plan referred to in  
 Planning Permit M/2019/1136 is hereby approved.  
 Officer: Neil Amos  
 Date: 29/09/2020 Sheet: 7 of 11

Rev	Date	Issue	By
B	JAN20	COUNCIL REF	SB
C	MAY20	VCA7 AMENDMENTS	SB
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E	SEP20	UNIT 10 AMENDS	SB
F	SEP20	UNIT 1, 3, 5, 6, 9 AMENDS	SB



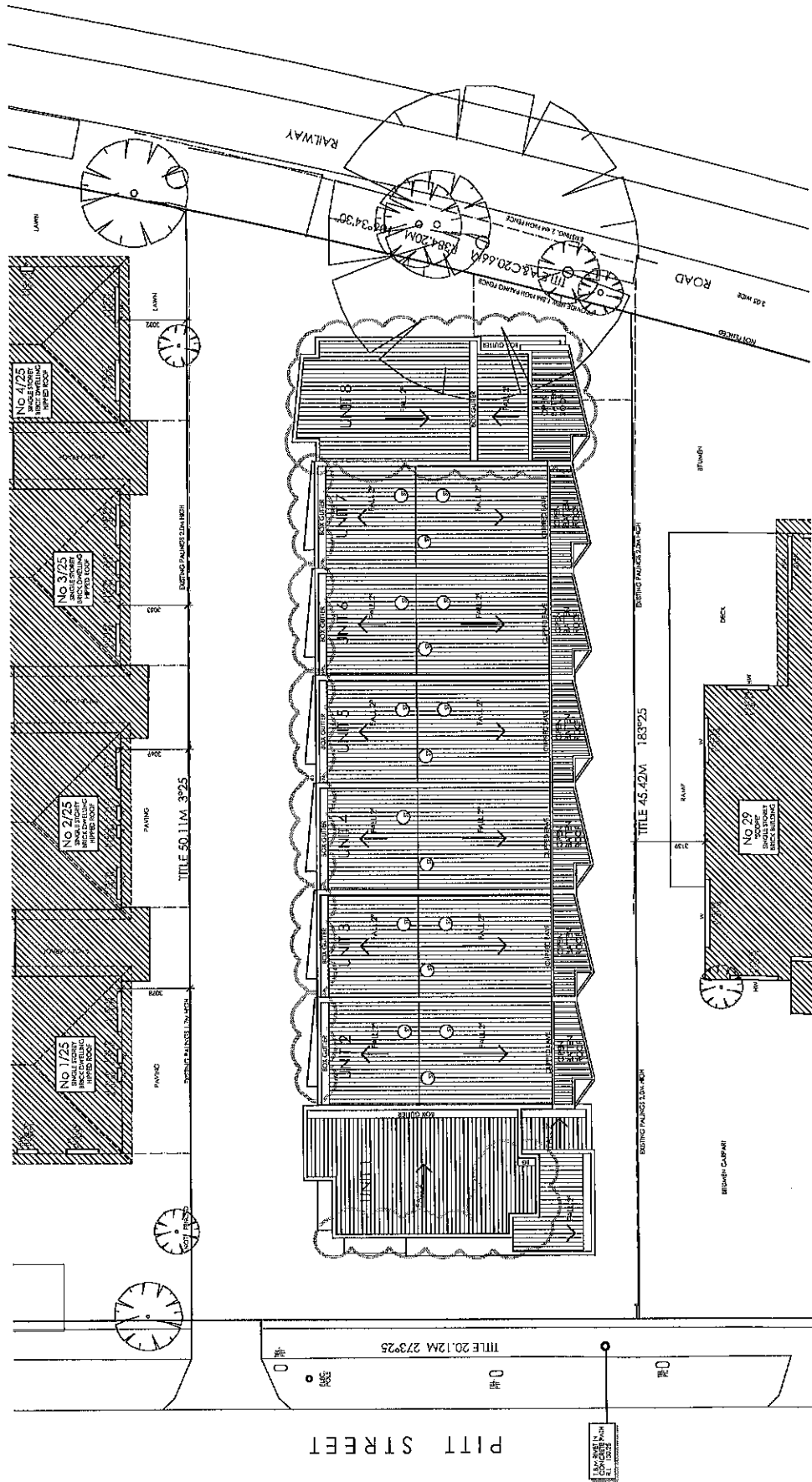
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E	SEP20	UNIT CHANGES	SR
F	SEP20	UNIT L.S.F. DNS CHANGES	SR

**MAROONDAH PLANNING SCHEME**

This Plan referred to in  
Planning Permit M/2019/1136 is hereby approved.

Officer: Neil Amos

Date: 29/09/2020 Sheet: 8 of 11



T8 F

27 PITT STREET  
RINGWOOD  
MULTI UNIT DEVELOPMENT  
ROOF PLAN

28 NOV. 0008  
IKONOMICPLAN  
SCALE 1:1000A1

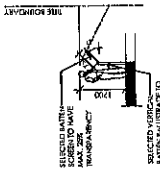
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DESIGN STUDIO



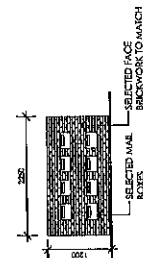
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C	MAY20	VCAT AMENDMENTS	SB
D	AUG20	COUNCIL ISSUE	SB
E	SEP20	UNIT CHANGES	SB
F	SEP20	UNIT 1 & 8 CHANGES	SB

**EXTERNAL FINISHES LEGEND**

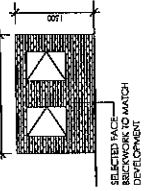
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- SELECTED BACKGROUND 2
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- SELECTED VERTICAL CLADDING
- SELECTED FACE BRICK WORK
- SPRINKLER GLASS
- RED ANCHORED GLASS
- GLASS TRANSPIRANCY
- PIED GLAZING



**TYPICAL LETTER BOX ELEVATION**  
SCALE 1:50



**TYPICAL METER BOX ELEVATION**  
SCALE 1:50



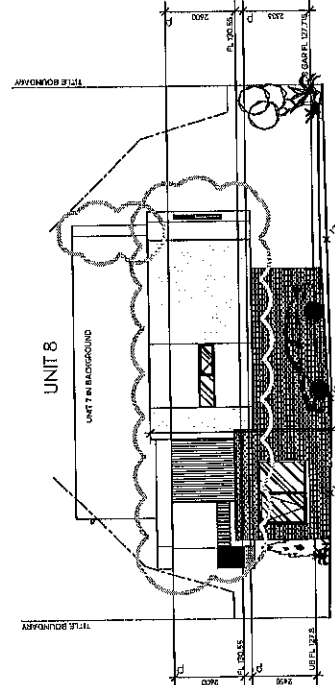
EXPANSIONS TO BE COORDINATED ON SITE WITH RELEVANT AUTHORITY.

**MAROONDAH PLANNING SCHEME**  
This Plan referred to in Planning Permit M/2019/1136 is hereby approved.  
Officer: Neil Amos  
Date: 29/09/2020 Sheet: 9 of 11

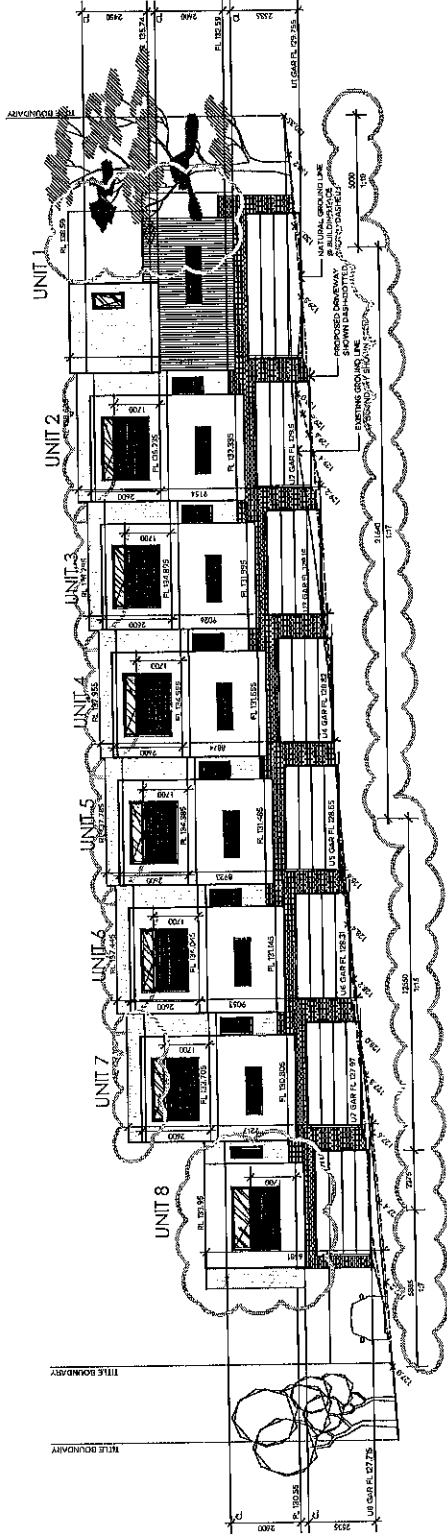
T9 F

27 PITT STREET  
MULTI UNIT DEVELOPMENT  
ELEVATIONS

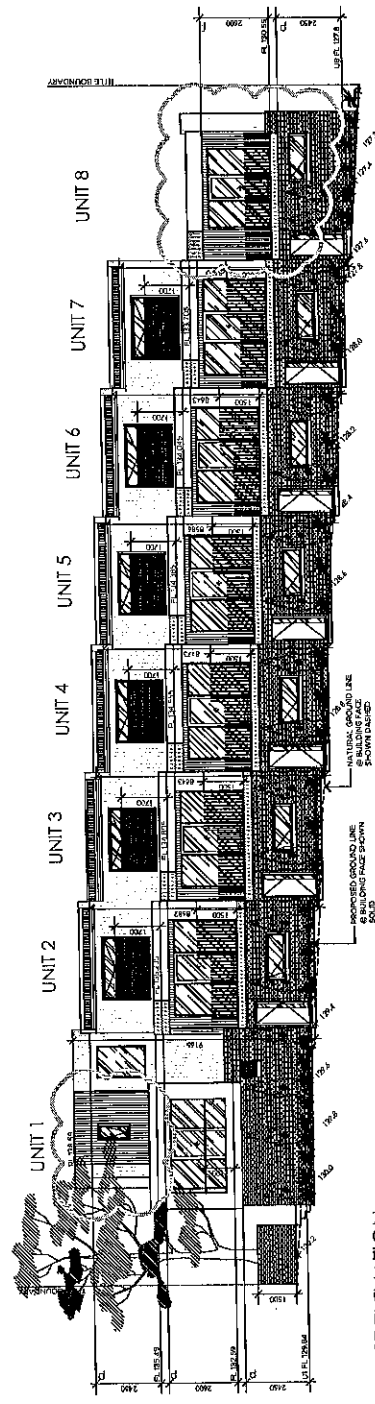
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SCALE 1:100/50  
**IKONOMIDIS**  
DESIGN STUDIO



**NORTH ELEVATION**  
SCALE 1:100



**EAST ELEVATION**  
SCALE 1:100



1:100 Scale for elevations only. All elevations based on the proposed building footprint as shown in the architectural drawings. All dimensions are in millimeters unless otherwise stated.





# Due diligence checklist

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

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



# 2020/2021 RATE AND VALUATION NOTICE AND FIRE SERVICES PROPERTY LEVY

REALM  
179 Maroondah Hwy Ringwood

CROYDON LIBRARY  
Civic Square Croydon

Telephone: 1300 882 233 (03) 9298 4598 Facsimile: (03) 9298 4345  
Email: maroondah@maroondah.vic.gov.au



Eldene Holdings  
36 Maysia St  
CANTERBURY VIC 3126



030  
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ISSUE DATE 12/08/2020  
PERIOD 01/07/2020 - 30/06/2021  
ASSESSMENT NUMBER 135848 0  
REFERENCE NUMBER 00135848 00  
PROPERTY DESCRIPTION  
Lot 69 LP 2216  
CT  
PROPERTY ADDRESS  
27 Pitt Street, Ringwood VIC 3134  
AVPCC  
118 - Residential Land (with buildings w

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
1,090,000	1,090,000	54,500

### PARTICULARS OF RATES AND CHARGES & FIRE SERVICES PROPERTY LEVY

General Rate	1,090,000 x 0.00206408	\$2,249.80
Waste Service Charge 120 Litre	1 x 343.5	\$343.50
Fire Levy Fixed Charge MFB - Residential		\$113.00
Fire Levy Rate MFB - Residential	1,090,000 x 0.000054	\$58.85

If you are having difficulty paying this account, we encourage you to contact Council to discuss an arrangement tailored to your individual circumstances.  
Please note: Payments made after 06/08/2020 are not included on this notice.  
ARREARS/INTEREST/LEGAL FEES IF DISPLAYED ABOVE, ARE DUE AND  
PAYABLE BY: 30 SEPTEMBER 2020  
LEGAL ACTION WILL PROCEED AFTER THIS DATE & INTEREST WILL ACCRUE UNTIL PAID.

**TOTAL \$2,765.15**

### CHOICE OF 3 PAYMENT OPTIONS

#### COUNCIL APPROVED DIRECT DEBIT

A DIRECT DEBIT APPLICATION FORM MUST BE RECEIVED BY COUNCIL

Failure to apply through Council will revert to **IN FULL** option

30 Sep 2020	\$304.00	28 Feb 2021	\$304.00
31 Oct 2020	\$304.00	31 Mar 2021	\$304.00
30 Nov 2020	\$304.00	30 April 2021	\$304.00
31 Dec 2020	\$304.00	31 May 2021	\$333.15
31 Jan 2021	\$304.00		

#### INSTALMENTS

Failure to pay exact first amount by 30 September 2020 will revert to **IN FULL** option

30 Sep 2020	\$691.00
30 Nov 2020	\$691.00
28 Feb 2021	\$691.00
31 May 2021	\$692.15

#### IN FULL

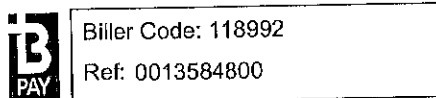
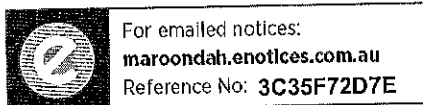
NO REMINDER WILL BE SENT

Due 15 February 2021

**\$2,765.15**

Any arrears included above must be paid by 30 September 2020

Due dates that fall on a weekend or public holiday will be due on the next business day.  
Interest will be charged on late payments and calculated as if the instalment plan had been initiated at an interest rate of 10%



Ratepayer: Eldene Holdings  
Reference No.: 00135848 00  
Property Address: 27 Pitt Street, Ringwood VIC 3134

BPAY this payment via Internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: 0013584800



\*481 01 00000120 0013584800

**INSTALMENT**  
**\$691.00**  
**30/09/2020**

**IN FULL**  
**\$2,765.15**  
**15/02/2021**

+0000000013584800+ +00000000000000+ +001860+ +0000000000000+ +333+

DATED

2021

**ELDENE HOLDINGS PTY LTD ACN 631 586 475 AS TRUSTEE FOR ELDENE PITT  
TRUST**

to

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**CONTRACT OF SALE OF LAND**

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**Property: Lot \_\_\_/27 Pitt Street, Ringwood 3134**

**HUGHES LEGAL**  
Lawyers  
Level 1, 333 Keilor Road  
Essendon Vic 3040

Tel: 03 9375 4226  
Fax: 03 9370 5290  
DX 33603 Essendon  
Ref: DB:210294