

**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 ...../...../2024

**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 ...../...../2024

**Print name(s) of person(s) signing:** YEONG ZHENG LEE

State nature of authority, if applicable: Director

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*.

## Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE .....	6
2.	LIABILITY OF SIGNATORY .....	6
3.	GUARANTEE .....	6
4.	NOMINEE .....	6
5.	ENCUMBRANCES .....	6
6.	VENDOR WARRANTIES .....	6
7.	IDENTITY OF THE LAND.....	7
8.	SERVICES.....	7
9.	CONSENTS.....	7
10.	TRANSFER & DUTY .....	7
11.	RELEASE OF SECURITY INTEREST .....	7
12.	BUILDING WARRANTY INSURANCE .....	8
13.	GENERAL LAW LAND .....	8
14.	DEPOSIT .....	9
15.	DEPOSIT BOND.....	10
16.	BANK GUARANTEE.....	10
17.	SETTLEMENT .....	11
18.	ELECTRONIC SETTLEMENT.....	11
19.	GST.....	12
20.	LOAN .....	12
21.	BUILDING REPORT .....	12
22.	PEST REPORT .....	13
23.	ADJUSTMENTS .....	13
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING .....	13
25.	GST WITHHOLDING.....	14
26.	TIME & CO OPERATION .....	15
27.	SERVICE .....	15
28.	NOTICES.....	16
29.	INSPECTION.....	16
30.	TERMS CONTRACT .....	16
31.	LOSS OR DAMAGE BEFORE SETTLEMENT .....	16
32.	BREACH.....	16
33.	INTEREST .....	17
34.	DEFAULT NOTICE .....	17
35.	DEFAULT NOT REMEDIED.....	17

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name: ..... Dynamic Residential Group Pty Ltd .....  
Address: ..... 26 Hoddle Street, Abbotsford, VIC, 3067 .....  
Email: ..... sales@dynamicresidential.com.au .....  
Tel: 03 8600 1200 Mob: ..... Fax: 03 8600 1200 Ref: .....

#### Vendor

**CLINGIN STREET PTY LTD (ACN 642 969 775)  
UNIT 11 7-29 LITTLE PALMERSTON STREET CARLTON VIC 3053**

#### Vendor's legal practitioner or conveyancer

##### Hughes Legal

Level 1, 333 Keilor Road, Essendon Vic 3040

Email: david@hugheslegal.com.au

Tel: 03 9375 4226

Mob:

Fax: 03 9370 5290

Ref: DB:231310

#### 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 below –

The land is described in the attached copy title(s) and plan(s) as **Lot \_\_\_\_\_ on Proposed Plan of Subdivision No. 915588K and being part of the land described in Certificate of Title Volume 8724 Folio 822 and Volume 8724 Folio 823**

**Property address**

The address of the land is: **Lot\_\_\_\_\_/11-13 Clingin Street, Reservoir 3073**

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

See attached building plans and specifications

**Payment**

Price	\$	
Deposit	\$	10% deposit payable on date of sale
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 14<sup>th</sup> day after date of issue of Occupancy Permit; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**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*

# 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 purchase’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.
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## 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.
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## 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 comprised 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 PS915588K.

**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 PS915588K.

**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 PS915588K, 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 D/837/2021, a copy of which is attached to the Vendor's Statement, and includes any variation, replacement or amendment thereto.

**Planning Scheme** means Darebin 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 36 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 20.
- 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.

## **31. FIRB**

### **31.1 No Approval Required / No Approval Received**

The Purchaser warrants to the Vendor that:

- (a) the Purchaser:
  - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board (**FIRB**) or any other relevant Authority; and
  - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FIRB Act**) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

OR

### **31.2 Approval Required**

This Contract is subject to and conditional upon the Purchaser obtaining the approval of FIRB for the purchase of the Property within 45 days of the Day of Sale (**FIRB Approval Date**). The Purchaser must make immediate application for such approval and do everything necessary to obtain it by the FIRB Approval Date. If approval has not been granted by the FIRB Approval Date (through no default of the Purchaser) then the Purchaser may avoid this Contract by giving written notice to the Vendor or the Vendor's Solicitor by the day which is 2 days after the FIRB Approval Date, in which case this Contract will be at an end and the all deposit monies paid by the Purchaser must be refunded without deduction, failing which this contract is otherwise unconditional.

### **31.3 Indemnity**

This Contract is subject to and conditional upon the Purchaser obtaining the approval of FIRB for the purchase of the Property within 45 days of the Day of Sale (**FIRB Approval Date**). The Purchaser must make immediate application for such approval and do everything necessary to obtain it by the FIRB Approval Date. If approval has not been granted by the FIRB Approval Date (through no default of the Purchaser) then the Purchaser may avoid this Contract by giving written notice to the Vendor or the Vendor's Solicitor by the day which is 2 days after the FIRB Approval Date, in which case this Contract will be at an end and the all deposit monies paid by the Purchaser must be refunded without deduction, failing which this contract is otherwise unconditional.

### **33.4 Non merger**

If the warranty in Special Condition 33.1 is untrue in any respect, or the Purchaser breaches any obligations in this Special Condition, the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract or as a result of the breach of an obligation in this Special Condition 33.

This Special Condition 33 will not merge on the transfer of the Land but will continue to have full force and effect.



**BUILDING PLANS  
&  
SPECIFICATIONS**

DOUBLE GLAZING TO ALL LIVING AREAS AND BEDROOMS WINDOWS AND DOORS

LEVELS TO A.H.D.

Rev	Date	Issue	Int.
E	SEP22	RESPONSE TO RFI	NA
F	SEP22	RESPONSE TO RFI	NA
G	JAN23	CONDITION 1	EC
H	APR23	CONDITION 1	EC
I	MAY23	AMEND FLOOR LEVELS AND RWT	EC

### AREA SCHEDULE

SITE		1281.98m <sup>2</sup>							
SITE COVERAGE	728.86m <sup>2</sup>	(56.85%)							
PERMEABILITY	332.47m <sup>2</sup>	(25.93%)							
NO. OF DWELLINGS	10								
UNIT 1	93.49m <sup>2</sup>	UNIT 2	29.52m <sup>2</sup>	UNIT 3	29.52m <sup>2</sup>	UNIT 4	29.52m <sup>2</sup>	UNIT 5	29.61m <sup>2</sup>
GF	55.07m <sup>2</sup>	GF	54.74m <sup>2</sup>	GF	54.74m <sup>2</sup>	GF	54.74m <sup>2</sup>	GF	54.74m <sup>2</sup>
FF	33.22m <sup>2</sup>	FF	28.26m <sup>2</sup>	FF	28.26m <sup>2</sup>	FF	28.26m <sup>2</sup>	FF	28.26m <sup>2</sup>
GAR	0.71m <sup>2</sup>	GAR	0.71m <sup>2</sup>	GAR	0.71m <sup>2</sup>	GAR	0.71m <sup>2</sup>	GAR	0.71m <sup>2</sup>
BALC.	9.69m <sup>2</sup>	BALC.	9.72m <sup>2</sup>	BALC.	9.72m <sup>2</sup>	BALC.	9.72m <sup>2</sup>	BALC.	9.72m <sup>2</sup>
<b>TOTAL</b>	<b>131.28m<sup>2</sup></b>	<b>132.06m<sup>2</sup></b>	<b>132.95m<sup>2</sup></b>	<b>132.86m<sup>2</sup></b>	<b>132.04m<sup>2</sup></b>	<b>132.86m<sup>2</sup></b>	<b>132.04m<sup>2</sup></b>	<b>132.86m<sup>2</sup></b>	<b>132.04m<sup>2</sup></b>
P.O.S	9.69m <sup>2</sup>	P.O.S	9.72m <sup>2</sup>	P.O.S	9.72m <sup>2</sup>	P.O.S	9.72m <sup>2</sup>	P.O.S	9.72m <sup>2</sup>
UNIT 6	30.29m <sup>2</sup>	UNIT 7	50.22m <sup>2</sup>	UNIT 8	54.07m <sup>2</sup>	UNIT 9	53.74m <sup>2</sup>	UNIT 10	48.89m <sup>2</sup>
GF	54.31m <sup>2</sup>	GF	50.22m <sup>2</sup>	GF	53.74m <sup>2</sup>	GF	53.74m <sup>2</sup>	GF	48.89m <sup>2</sup>
FF	39.53m <sup>2</sup>	FF	52.75m <sup>2</sup>	FF	52.75m <sup>2</sup>	FF	52.75m <sup>2</sup>	FF	39.53m <sup>2</sup>
SF	29.04m <sup>2</sup>	SF	36.69m <sup>2</sup>	SF	40.88m <sup>2</sup>	SF	29.79m <sup>2</sup>	SF	36.69m <sup>2</sup>
POR	0.71m <sup>2</sup>	POR	1.70m <sup>2</sup>	POR	1.70m <sup>2</sup>	POR	1.70m <sup>2</sup>	POR	1.70m <sup>2</sup>
BALC.	9.56m <sup>2</sup>	BALC.	12.00m <sup>2</sup>	BALC.	12.74m <sup>2</sup>	BALC.	12.74m <sup>2</sup>	BALC.	12.00m <sup>2</sup>
<b>TOTAL</b>	<b>123.91m<sup>2</sup></b>	<b>189.03m<sup>2</sup></b>	<b>225.88m<sup>2</sup></b>	<b>206.11m<sup>2</sup></b>	<b>189.03m<sup>2</sup></b>	<b>206.11m<sup>2</sup></b>	<b>189.03m<sup>2</sup></b>	<b>206.11m<sup>2</sup></b>	<b>189.03m<sup>2</sup></b>
P.O.S	9.56m <sup>2</sup>	P.O.S	12.00m <sup>2</sup>	P.O.S	12.74m <sup>2</sup>	P.O.S	12.74m <sup>2</sup>	P.O.S	12.00m <sup>2</sup>
			+45.89m <sup>2</sup>		+24.39m <sup>2</sup>		+19.70m <sup>2</sup>		+45.23m <sup>2</sup>

### SEWER & DRAINAGE

SEWER MAIN  
 MAIN PIPE SIZE: 150mm Ø  
 MATERIAL: CONC  
 DEPTH: 2.46m AVG. DEPTH  
 OFFSET: 0.91m OFFSET NORTH OF NORTH BOUNDARY  
 CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

STORMWATER MAIN  
 PIPE SIZE: 225mm Ø DIAM.  
 DEPTH: INVERTED LEVEL UNKNOWN  
 OFFSET: UNKNOWN  
 CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

### LEGEND

- BOUNDARY FENCES
- CONTOURS
- EASEMENT - 2.44m WIDE DRAINAGE & SEWERAGE
- STIP SEWER TIE IN POINT - RELOCATE TO LOCAL AUTHORITY REQUIREMENTS IF REQUIRED
- EXISTING SITE LEVELS
- EXISTING / NEIGHBOURING / STREET TREES
- TREE PROTECTION FENCING IN ACCORDANCE WITH PLANNING PERMIT CONDITION 4 & 5
- TREE PROTECTION ZONE IN ACCORDANCE WITH PLANNING PERMIT CONDITION 4 & 5
- EVC PROVISION FOR ELECTRIC VEHICLE CHARGING POINT
- JB JUNCTION BOX FOR FUTURE PHOTOVOLTAIC PANELS - REFER TO SDA
- TAP TAP TO SDA REQUIREMENTS
- LB LETTER BOX
- WM WATER METER - LOCATION TO BE CONFIRMED
- GM GAS METER - LOCATION TO BE CONFIRMED
- MB METER BOX - LOCATION TO BE CONFIRMED
- OSD OPERABLE SHADING DEVICES TO NORTH, EAST & WEST ELEVATION WINDOWS (HABITABLE) WITHOUT ANY SHADING AS PER SDA REQUIREMENTS
- A/C AIR CONDITIONING UNITS
- HWS HOT WATER SERVICE UNITS
- URWT MIN. 15000L UNDERGROUND RAIN WATER TANK (CONNECTED TO ALL SANITARY FLUSHING AND WATER EFFICIENT IRRIGATION SYSTEM)
- "MONA LISA" (OR SIMILAR) WALL HUNG BICYCLE SPACE (MIN. 1x BICYCLE PER RACK). MIN. MOUNTING HEIGHT 2.1M HIGH FROM FFL.
- VBR VISITOR BICYCLE RACK AS SELECTED
- FENCE 1 0.9m HIGH METAL BLADE FENCE
- FENCE 2 1.8m HIGH TIMBER PALING FENCE
- EXH EXHAUST FAN WITH HUMIDITY SENSOR
- SELECTED DRIVEWAY EXPOSED AGGREGATE - LIGHT COLOUR OR HAVE SOLAR REFLECTIVE INDEX >50 OR SOLAR ABSORPTANCE <0.6
- SELECTED FEATURE PAVING
- GRASSCRETE PAVING

### DD06

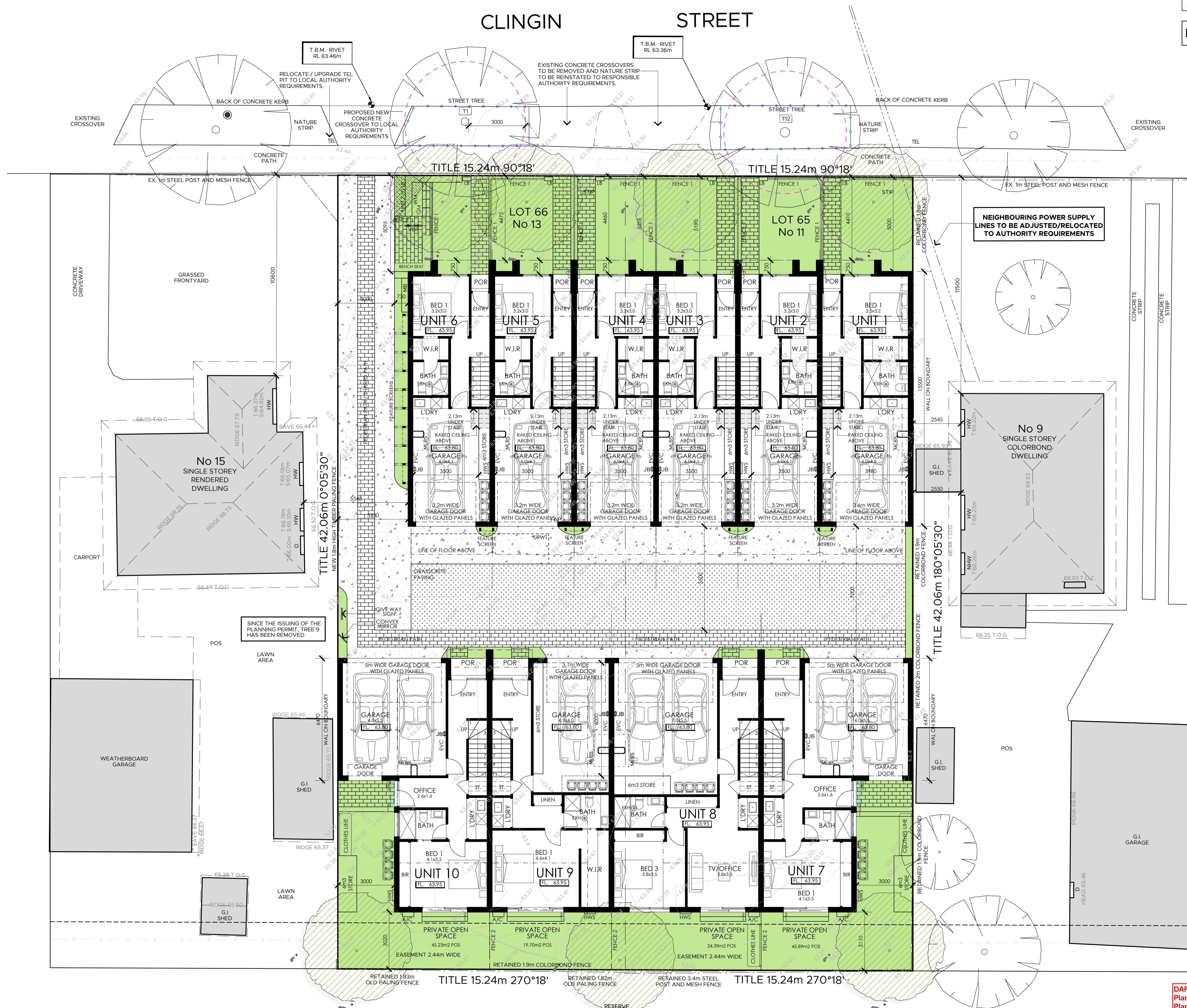
11-13 CLINGIN STREET, RESERVOIR  
 PROPOSED MULTI-UNIT DEVELOPMENT

DARWIN CITY COUNCIL  
 Plan or Document referred to in Planning Permit No. D0637/2021  
 Plan No.: 1 of 8  
 Date: 19/06/2023

Signature for the Responsible Authority

GROUND FLOOR PLAN  
 JOB NO. 01622 SCALE 1:100 @ A1  
 IKONDIS.COM.AU  
**IKONDIS**  
 Darwin City Council Received 12/05/2023

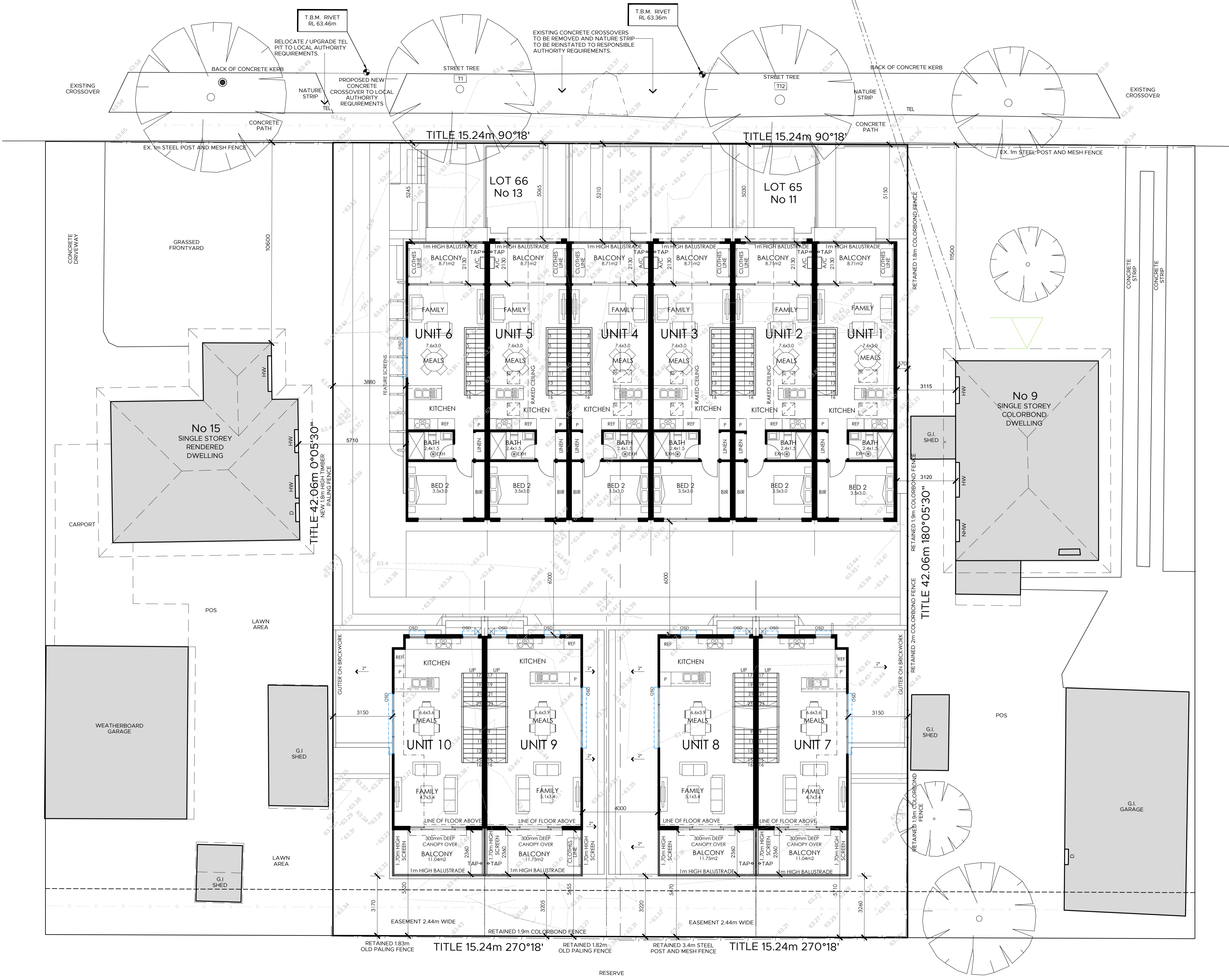
## CLINGIN STREET



### GROUND FLOOR PLAN

Rev	Date	Issue	Int.
E	SEP22	RESPONSE TO RFI	NA
F	SEP22	RESPONSE TO RFI	NA
G	JAN23	CONDITION 1	EC
H	APR23	CONDITION 1	EC
I	MAY23	AMEND FLOOR LEVELS AND RWT	EC

# CLINGIN STREET



- DOUBLE GLAZING TO ALL LIVING AREAS AND BEDROOMS WINDOWS AND DOORS
- SELECTED OPERABLE SKYLIGHT
- TAP → TAP TO SDA REQUIREMENTS
- OSD OPERABLE SHADING DEVICES TO NORTH, EAST & WEST ELEVATION WINDOWS (HABITABLE) WITHOUT ANY SHADING AS PER SDA REQUIREMENTS

### PLANNING PERMIT CONDITION 4 & 5 TREE PROTECTION MEASURES

**CONDITION 4**  
BEFORE THE DEVELOPMENT (INCLUDING DEMOLITION) STARTS, TREE PROTECTION FENCING (TPF) MUST BE ERECTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS TO PROVIDE A TREE PROTECTION ZONE (TPZ):

TREE*	LOCATION	TPZ (RADIUS FROM THE BASE OF THE TREE TRUNK)
TREE 1	NATURESTRIP	3.0 METRES
TREE 12	NATURESTRIP	3.0 METRES

\*AS DEFINED IN ARBORIST REPORT PREPARED BY JOHN PATRICK DATED 10/12/2021.

### CONDITION 5

- THE FOLLOWING TREE PROTECTION MEASURES MUST BE IMPLEMENTED FOR TREES IDENTIFIED IN THE TABLE TO CONDITION 4 OF THIS PERMIT:
- A QUALIFIED ARBORIST MUST OVERSEE ALL WORKS IN AND AROUND TREE PROTECTION ZONES (TPZ). ANY ROOT PRUNING UNDERTAKEN IN ACCORDANCE WITH SECTION 9 OF AS4373-2007 PRUNING OF AMENITY TREES.
  - ALL SERVICES MUST BE ROUTED OUTSIDE 'TREE PROTECTION ZONES'. IF THERE IS NO ALTERNATIVE TO PASSING THROUGH THE PROTECTION ZONE, THE LOCAL AUTHORITY AND THE CONSULTING ARBORIST MUST BE ADVISED IN WRITING ON THE NEED FOR DIRECTIONAL BORING BENEATH ROOT ZONE; THIS MUST BE MAINTAINED AT A MINIMUM DEPTH OF 45CM IN SOIL DEPTH WHEN INSIDE THE TPZ OF A RETAINED TREE.
  - TREE PROTECTION MEASURES MUST BE IN ACCORDANCE WITH AUSTRALIAN STANDARD AS4970 - 2009: PROTECTION OF TREES ON DEVELOPMENT SITES OR AS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
  - TREE PROTECTION FENCING (SUCH AS TEMPORARY FENCING PANELS) MUST BE CONSTRUCTED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY. THE TREE PROTECTION FENCE MUST REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED OR UNLESS OTHERWISE AGREED BY THE RESPONSIBLE AUTHORITY IN WRITING.
  - THE TREE PROTECTION FENCING MUST BE MAINTAINED AT ALL TIMES AND MAY ONLY BE MOVED THE MINIMUM AMOUNT NECESSARY FOR APPROVED BUILDINGS AND WORKS TO OCCUR WITHIN A TREE PROTECTION ZONE (TPZ). THE MOVEMENT OF THE FENCING TO ALLOW SUCH BUILDINGS AND WORKS SHALL ONLY OCCUR FOR THE PERIOD THAT SUCH BUILDINGS AND WORKS ARE UNDERTAKEN, AFTER WHICH TIME THE FULL EXTENT OF THE FENCING MUST BE REINSTATED.
  - EXCEPT WITH THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY, THE AREA WITHIN THE TPZ AND TREE PROTECTION FENCING (TPF) MUST BE IRRIGATED DURING THE SUMMER MONTHS WITH 1 LITRE OF CLEAN WATER FOR EVERY 1CM OF TRUNK GIRTH MEASURED AT THE SOIL/TRUNK INTERFACE ON A WEEKLY BASIS.
  - THE AREA WITHIN THE TPZ OF ALL PROTECTED TREES MUST BE PROVIDED WITH 100MM LAYER OF COARSE MULCH.
  - NO VEHICULAR OR PEDESTRIAN ACCESS, TRENCHING OR SOIL EXCAVATION IS TO OCCUR WITHIN A TPZ, SAVE FOR THAT ALLOWED TO COMPLETE THE APPROVED DEVELOPMENT.
  - NO STORAGE OR DUMPING OF TOOLS, EQUIPMENT OR WASTE IS TO OCCUR WITHIN A TPZ.
  - ANY PRUNING WORKS MUST BE CARRIED OUT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD AS4373 - 2007: PRUNING OF AMENITY TREES AND UNDERTAKEN BY A SUITABLY QUALIFIED ARBORIST.
  - WHERE APPLICABLE TO A TREE ON A NEIGHBOURING LOT, A TPZ ONLY APPLIES WHERE WITHIN THE SITE.

**DAREBIN CITY COUNCIL**  
Plan or Document referred to in  
Planning Permit No: 20837/2021  
Plan No: 2 of 8  
Date: 19/05/2023

*[Signature]*  
Signature for the Responsible Authority

**DD07** I  
**11-13 CLINGIN STREET, RESERVOIR**  
PROPOSED MULTI-UNIT DEVELOPMENT

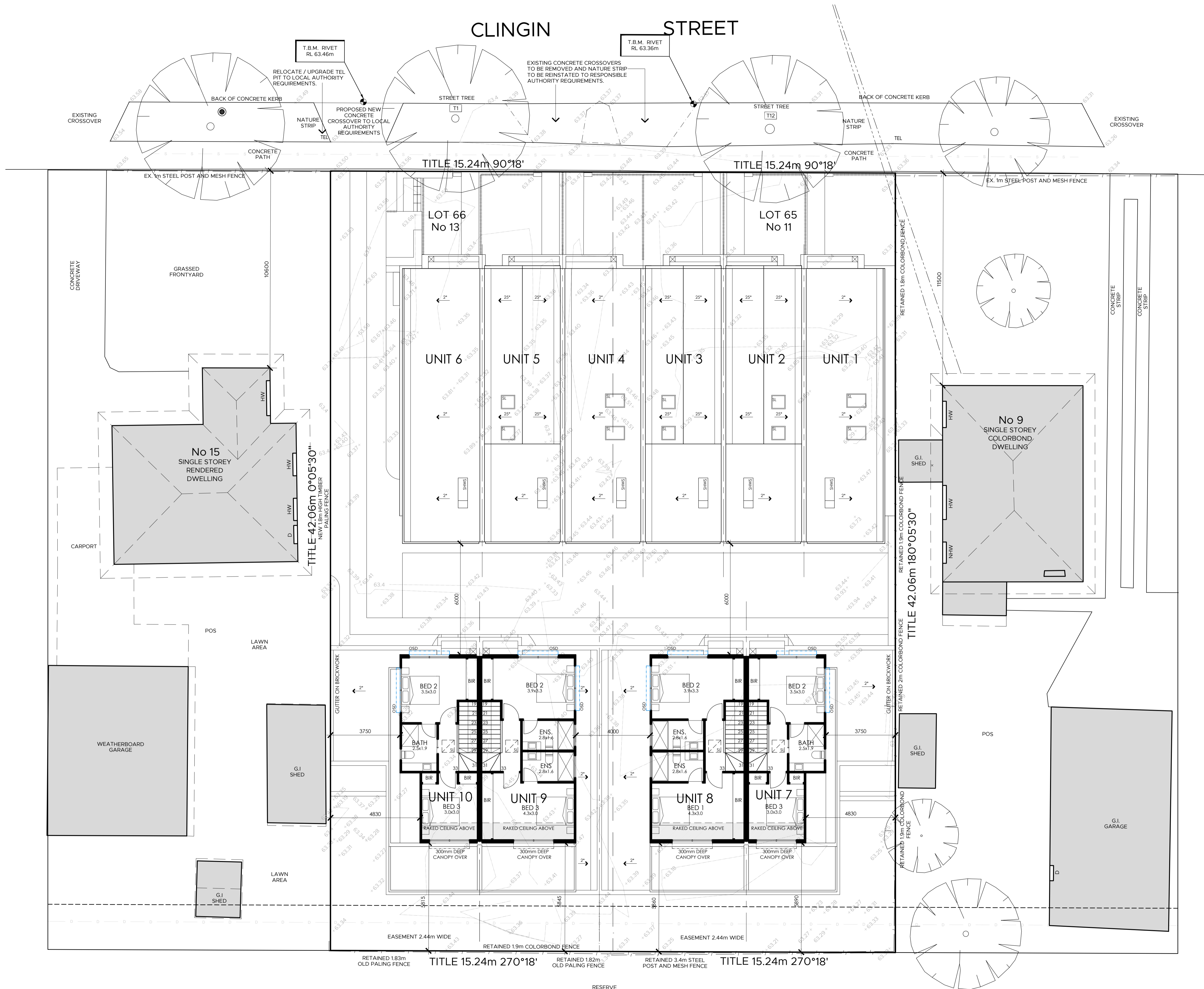
FIRST FLOOR PLAN  
JOB NO. 01622 SCALE 1:100 @ A1  
IKONDS.COM.AU

**IKONOMIDIS**  
DAREBIN CITY COUNCIL RECEIVED 12/05/2023

## FIRST FLOOR PLAN

Rev	Date	Issue	Int.
E	SEP22	RESPONSE TO RFI	NA
F	SEP22	RESPONSE TO RFI	NA
G	JAN23	CONDITION 1	EC
H	APR23	CONDITION 1	EC
I	MAY23	AMEND FLOOR LEVELS AND RWT	EC

- DOUBLE GLAZING TO ALL LIVING AREAS AND BEDROOMS WINDOWS AND DOORS**
- SELECTED OPERABLE SKYLIGHT
- OPERABLE SHADING DEVICES TO NORTH, EAST & WEST ELEVATION WINDOWS (HABITABLE) WITHOUT ANY SHADING AS PER SDA REQUIREMENTS
- PROVISIONS FOR SOLAR HOT WATER SYSTEM ROOF PANELS AND TANK LOCATION TO BE CONFIRMED BY INSTALLER FOR OPTIMAL PERFORMANCE



**DAREBIN CITY COUNCIL**  
 Plan or Document referred to in  
 Planning Permit No. 20837/2021  
 Plan No. 3 of 8  
 Date: 19/05/2023  
  
 Signature for the Responsible  
 Authority

SECOND FLOOR PLAN

**DD08** |

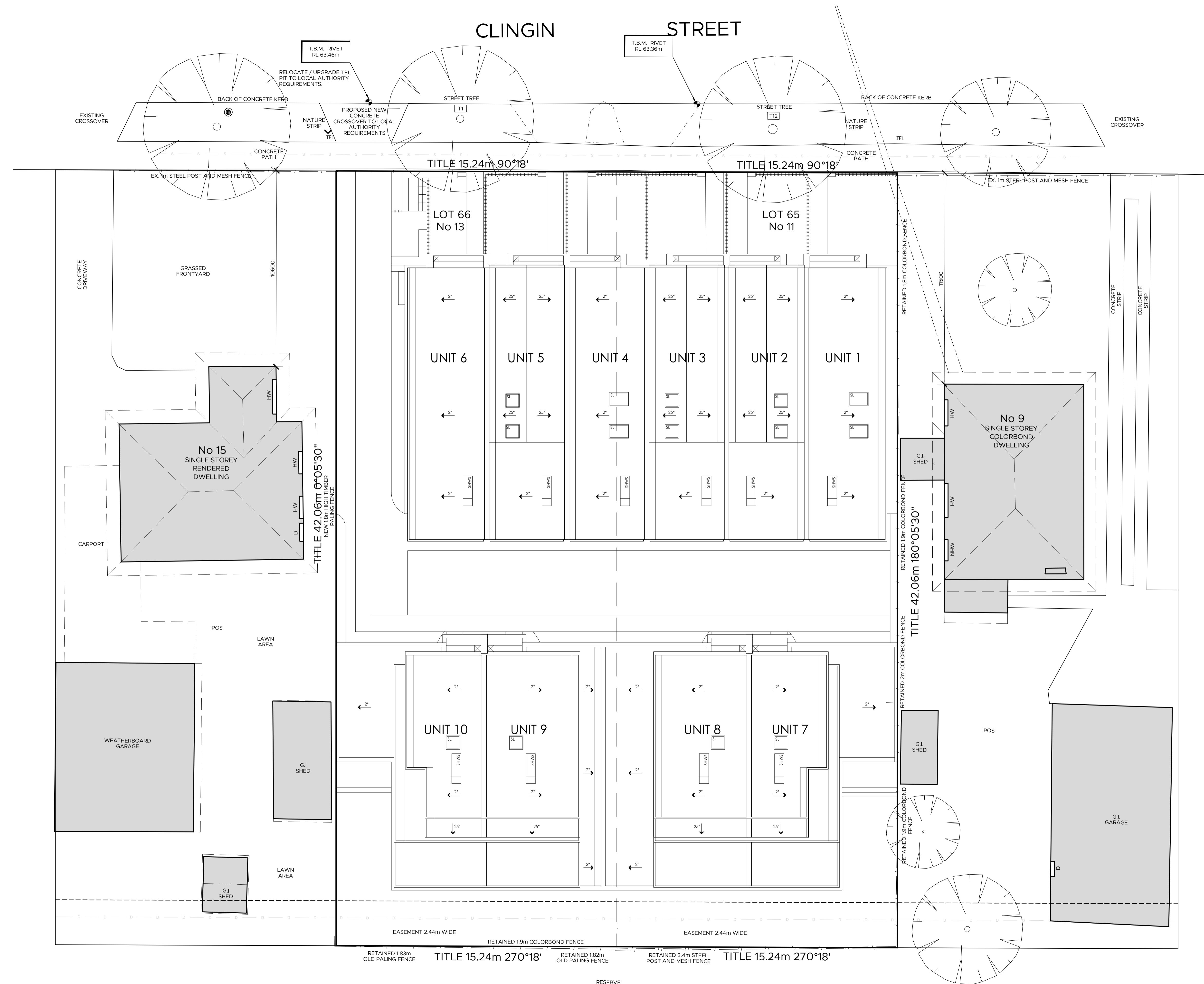
**11-13 CLINGIN STREET,  
RESERVOIR**  
PROPOSED MULTI-UNIT DEVELOPMENT

**SECOND FLOOR PLAN**  
 JOB NO. 01622 SCALE 1:100 @ A1  
**IKONDS.COM.AU**

Rev	Date	Issue	Int.
E	SEP22	RESPONSE TO RFI	NA
F	SEP22	RESPONSE TO RFI	NA
G	JAN23	CONDITION 1	EC
H	APR23	CONDITION 1	EC
I	MAY23	AMEND FLOOR LEVELS AND RWT	EC

SL SELECTED OPERABLE SKYLIGHT

SHWS PROVISIONS FOR SOLAR HOT WATER SYSTEM ROOF PANELS AND TANK LOCATION TO BE CONFIRMED BY INSTALLER FOR OPTIMAL PERFORMANCE



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 Planning Permit No. 20837/2021  
 Plan No.: 4 of 8  
 Date: 19/05/2023

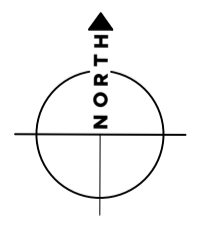
*[Signature]*  
 Signature for the Responsible  
 Authority

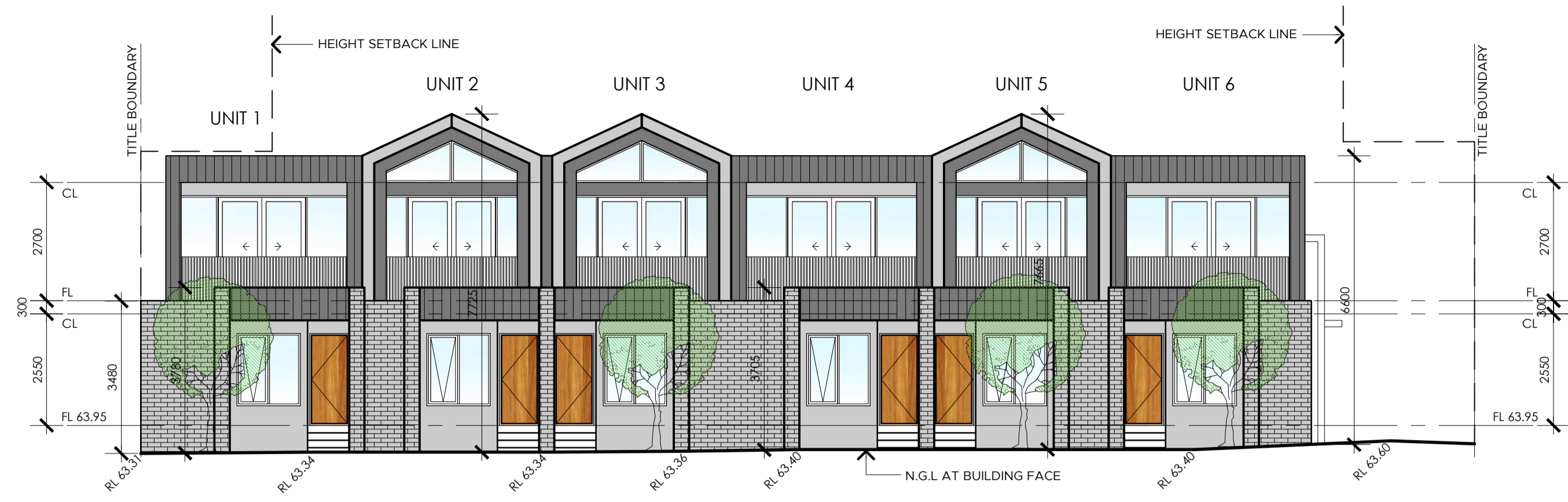
**DD09** I

**11-13 CLINGIN STREET,  
 RESERVOIR**  
 PROPOSED MULTI-UNIT DEVELOPMENT

**PROPOSED ROOF PLAN**  
 JOB NO. 01622 SCALE 1:100 @ A1  
**IKONDS.COM.AU**

**IKONOMIDIS**  
 DESIGN STUDIO  
 Darebin City Council Received 12/05/2023

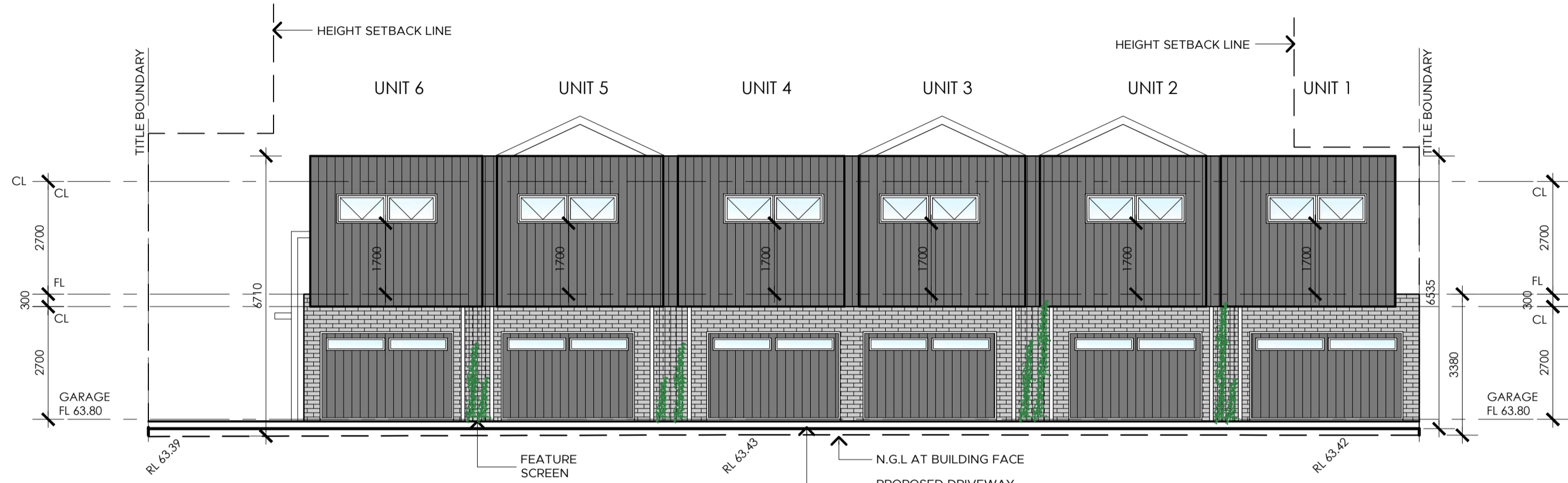




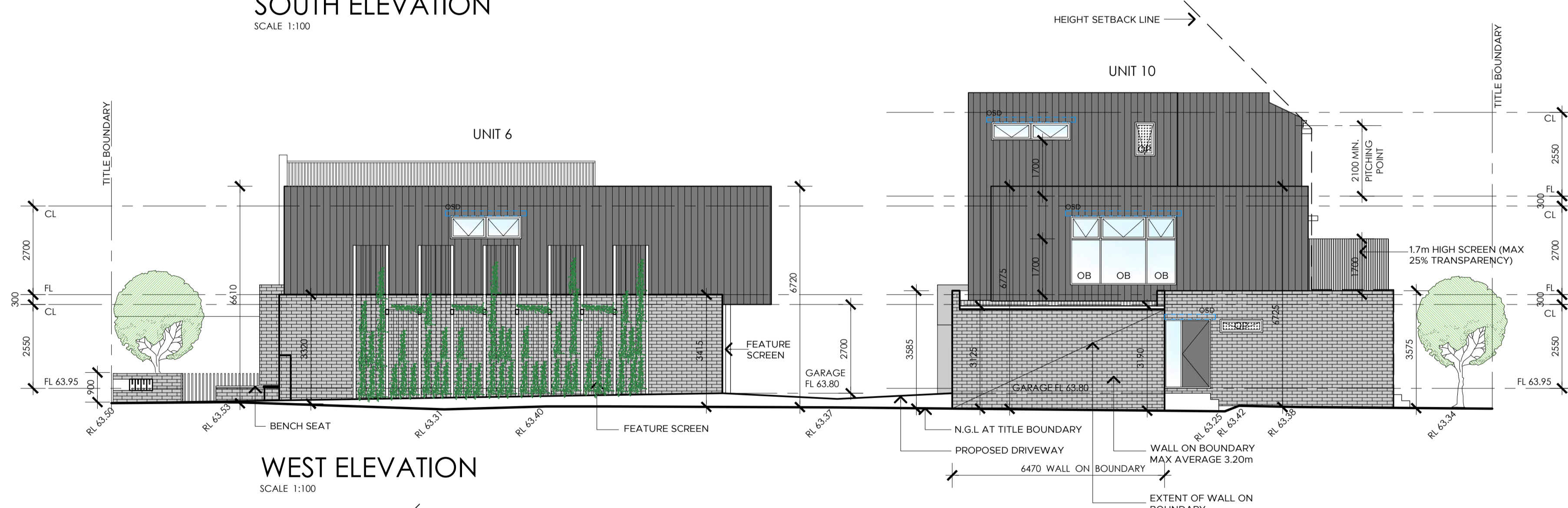
**NORTH ELEVATION**  
SCALE 1:100



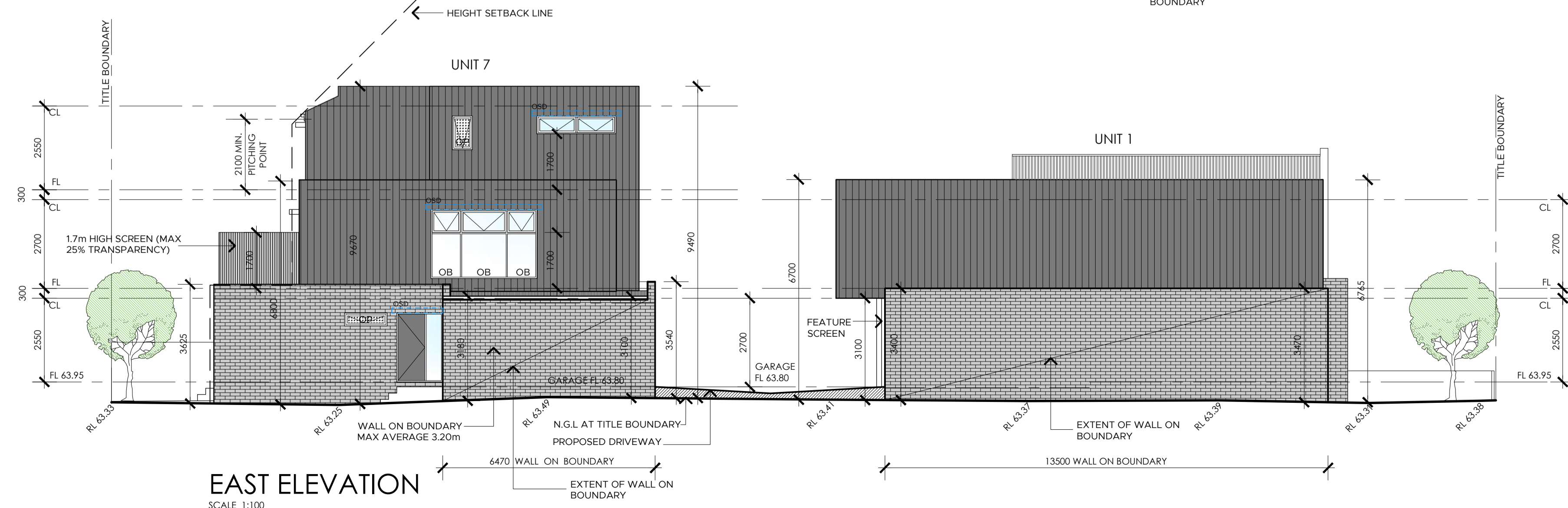
**NORTH ELEVATION - FRONT FENCE**  
SCALE 1:100



**SOUTH ELEVATION**  
SCALE 1:100



**WEST ELEVATION**  
SCALE 1:100



**EAST ELEVATION**  
SCALE 1:100



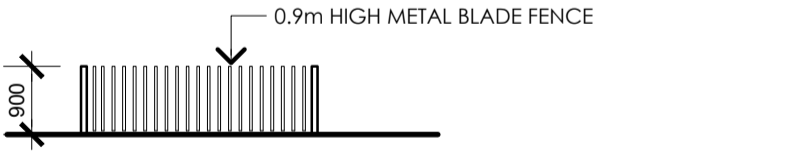
**EXTERNAL SHADING DEVICE**  
EXTERNAL ROLLER BLINDS  
AUTOMATIC OR MANUAL CRANK  
OPERATION TO OWNER'S SELECTION  
OPERABLE SHADING DEVICES TO NORTH,  
EAST & WEST ELEVATION WINDOWS  
(HABITABLE) WITHOUT ANY SHADING AS  
PER SDA REQUIREMENTS

**DOUBLE GLAZING TO ALL LIVING AREAS  
AND BEDROOMS WINDOWS AND DOORS**

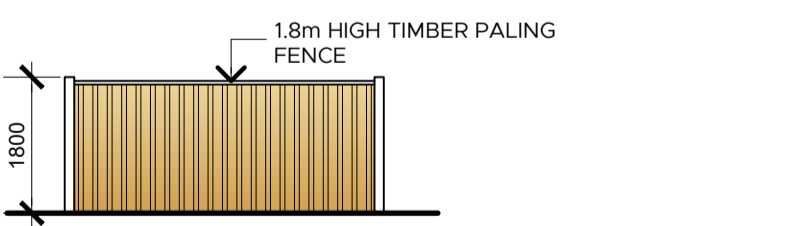
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G	JAN23	CONDITION 1	EC
H	APR23	CONDITION 1	EC
I	MAY23	AMEND FLOOR LEVELS AND RWT	EC

**COLOUR & MATERIAL SCHEDULE**

- SELECTED BRICKWORK GREY
- SELECTED VERTICAL CLADDING DULUX 'MONUMENT'
- SELECTED RENDER FINISH DULUX 'MONUMENT' SMOOTH
- SELECTED RENDER FINISH DULUX 'SHALE GREY' SMOOTH
- SELECTED WINDOWS 'MONUMENT' ALUMINIUM FRAMED
- SELECTED DRIVEWAY EXPOSED AGGREGATE - LIGHT COLOUR OR HAVE SOLAR REFLECTIVE INDEX >50 OR SOLAR ABSORPTANCE <0.6
- OBSCURED FIXED GLASS UP TO 1.7m ABOVE F.F.L WITH MAX 25% TRANSPARENCY
- OPAQUE OPERABLE GLASS
- TIMBER FRONT DOOR
- GARAGE SECTIONAL DOOR, DOWNPIPES & RAINHEADS COLORBOND 'MONUMENT'
- SELECTED METAL ROOFING - COLORBOND SHALE GREY OR HAVE SOLAR REFLECTIVE INDEX >50 OR SOLAR ABSORPTANCE <0.6
- 1.7m HIGH SCREENING MAX 25% TRANSPARENCY
- SELECTED METAL BLADE BALUSTRADE COLORBOND 'MONUMENT'



**FENCE 1 ELEVATION**  
SCALE 1:100



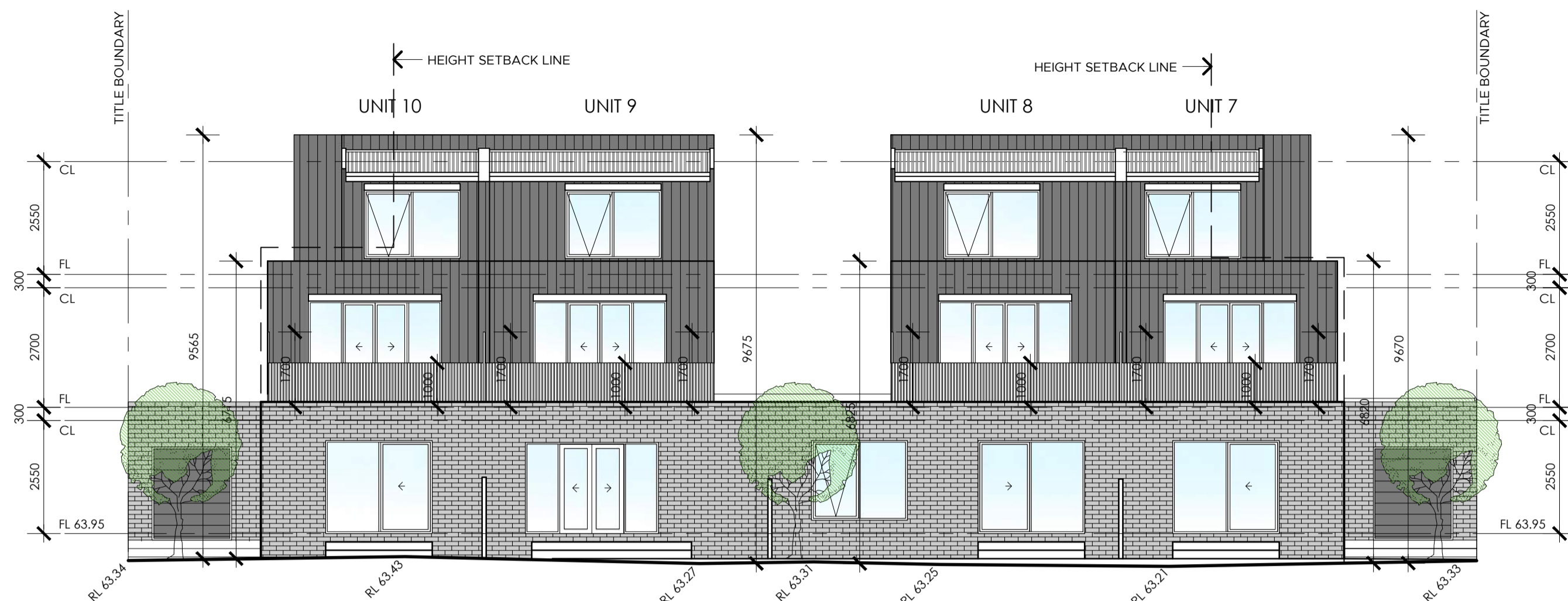
**FENCE 2 ELEVATION**  
SCALE 1:100

**DAREBIN CITY COUNCIL**  
Plan or Document referred to in  
Planning Permit No. D1637/2021  
Plan No.: 9 of 8  
Date: 19/06/2023

*[Signature]*  
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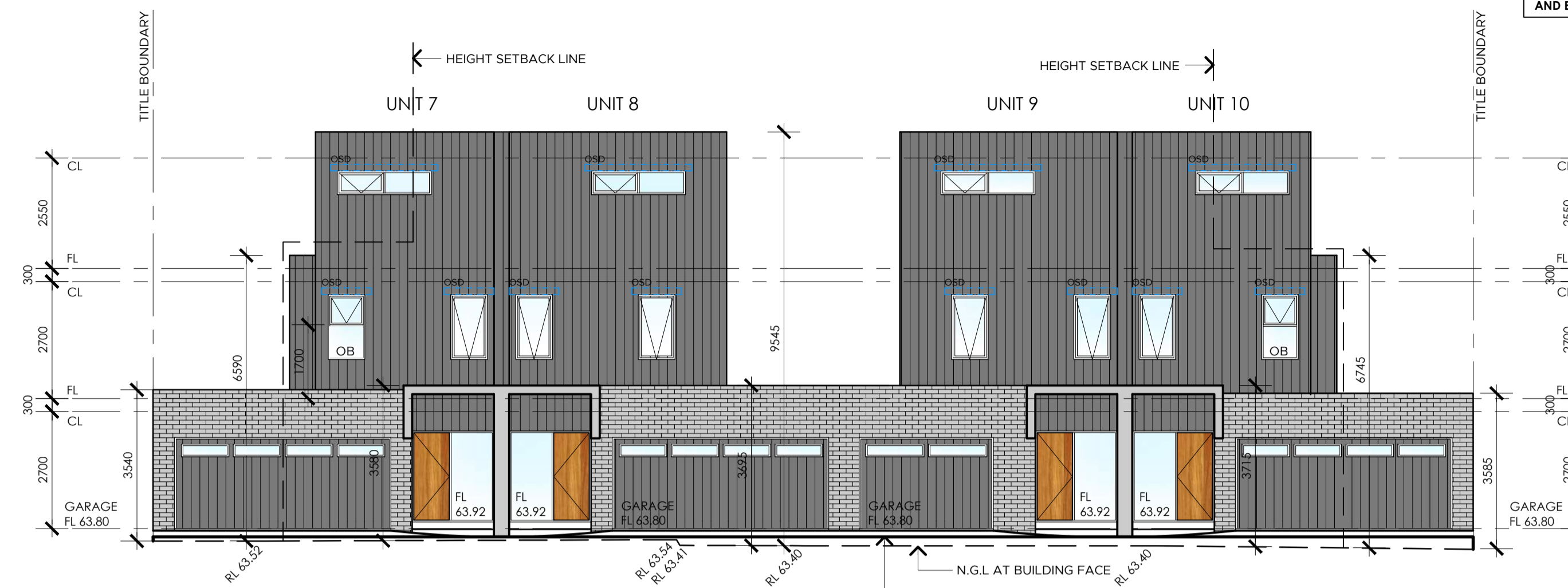
Rev	Date	Issue	Int.
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DOUBLE GLAZING TO ALL LIVING AREAS AND BEDROOMS WINDOWS AND DOORS



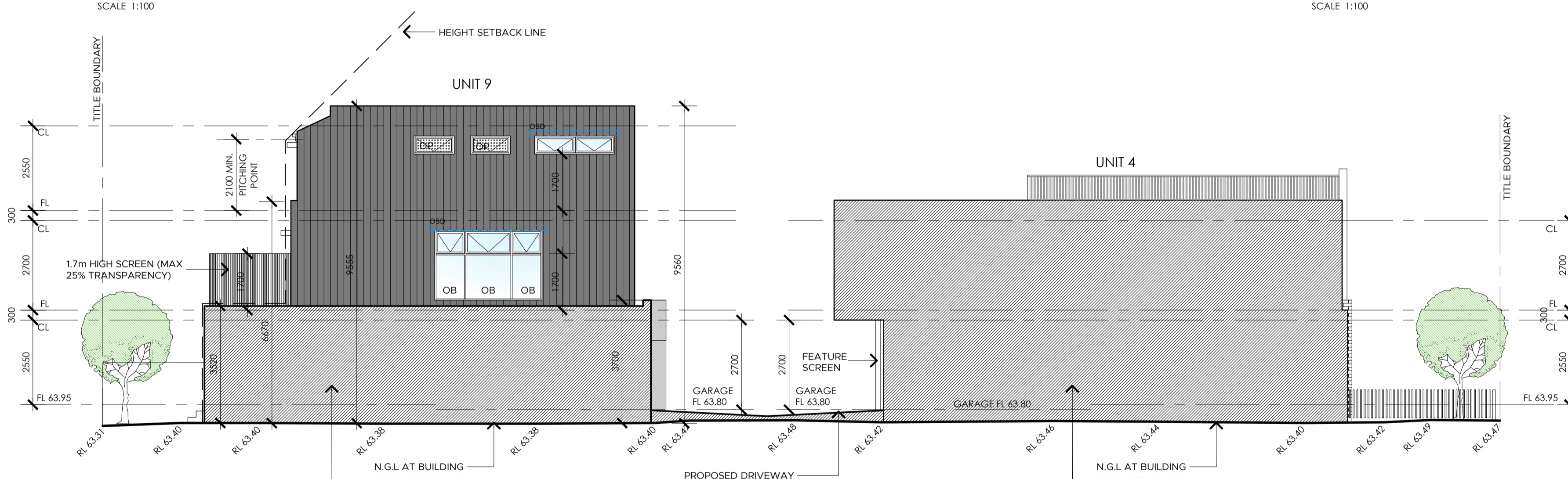
**SOUTH ELEVATION**

SCALE 1:100



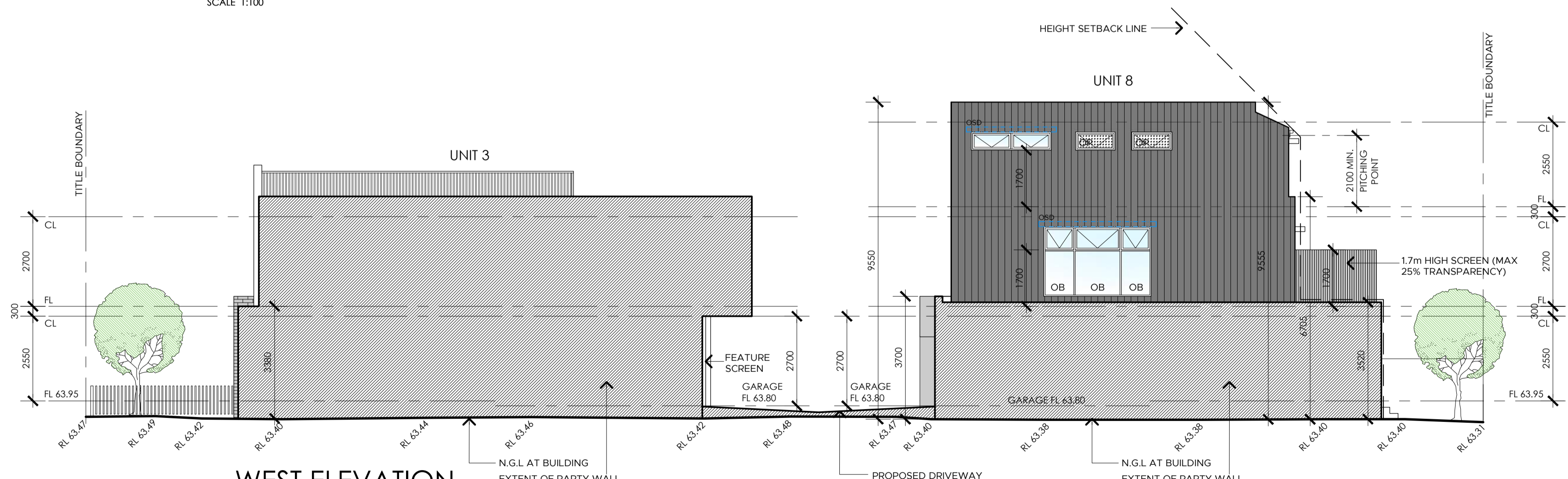
**NORTH ELEVATION**

SCALE 1:100



**EAST ELEVATION**

SCALE 1:100



**WEST ELEVATION**

SCALE 1:100

**SDA COMMITMENTS:**

REFER TO REPORT PREPARED BY KEYSTONE ALLIANCE SUSTAINABILITY SOLUTION. REF No. 17295

Actions	Requirements	Responsibility
<b>Building tuning</b>	n/a	Building manager
<b>Building Users Guide</b>	Prepare a building user guide	Developer
<b>Low VOC paints, Sealants, Adhesives</b>	use low VOC paints, Sealants, Adhesives sealants and adhesives	Architect, Builder
<b>Construction Management Plan</b>	Prepare Construction Waste Management Plan to maximise recycling of construction waste	Builder
<b>Material Re-use</b>	n/a	Architect, Builder
<b>Timber</b>	All timber to be FSC or AFS certified	Architect, Builder
<b>Water efficient appliances</b>	Specify and install minimum 4 star WELS	Architect, Builder
<b>Water efficient showers</b>	install minimum 3 star Showerheads (≥9.0≤7.5)	Architect, Builder
<b>Water efficient taps</b>	Specify and install minimum 6 star WELS	Architect, Builder
<b>Water efficient toilets</b>	Specify and install minimum 4 star WELS	Architect, Builder
<b>Rainwater tank</b>	15000L RWT total capacity	Architect, Builder
<b>Raingarden planter box</b>	n/a	Architect, Builder
<b>Driveways</b>	Concrete and grasscrete driveway	Architect, Builder
<b>Car charging</b>	Electrical design to allow for future car charging point per garage 1 phase (20 – 32 amp) or 3 phase (32 – 40amp)	Architect, Builder
<b>Bicycle spaces</b>	1 space per dwelling + 2 visitors	Architect, Builder
<b>Renewable energy</b>	junction box including heavy duty 32mm solar conduit from junction box to fixed wall plate in garage for future photovoltaic cells	Architect, Builder
<b>Clothes drying</b>	Clothesline to be provided	Architect, Builder
<b>Motion/time switch controls</b>	External lighting to be controlled by motion sensors	Builder
<b>Lighting</b>	4W/m <sup>2</sup> commitment	Architect, Builder
<b>Hot water heating</b>	Solar Hot Water Gas boosted system (40% solar contribution)	Architect, Builder
<b>NATHERS</b>	6.5 Star HER – site average	Architect, Builder
<b>Insulation and sealing</b>	R2.5 walls, R4.0 ceilings	Architect, Builder
<b>Glazing</b>	Double glazing to windows and doors habitable rooms	Architect, Builder
<b>Shading devices</b>	Operable devices to west and north facing windows only	Architect, Builder
<b>Organic Waste</b>	Allocate an additional space to accommodate a future organic/green waste bin	Architect, Builder
<b>Carpark exhaust</b>	n/a	Landscape, Builder
<b>HVAC</b>	WITHIN 1 STAR OF THE BEST AVAILABLE	Architect, Builder
<b>Energy efficient appliances</b>	All appliances installed by the developer will be specified within half an energy efficiency star of the best available	Architect, Builder
<b>Water quality protection</b>	Implement water quality protection measures during construction	Builder
<b>Waste separation</b>	Design and install of waste and recycling bins in cabinetry	Architect, Builder

**EXTERNAL SHADING DEVICE**  
EXTERNAL ROLLER BLINDS  
AUTOMATIC OR MANUAL CRANK  
OPERATION TO OWNER'S SELECTION  
OPERABLE SHADING DEVICES TO UNIT NORTH, EAST & WEST ELEVATION WINDOWS (HABITABLE) WITHOUT ANY SHADING AS PER SDA REQUIREMENTS



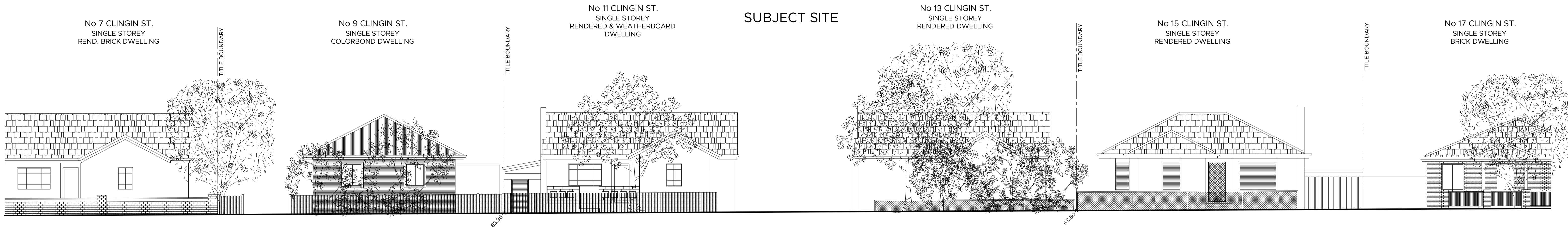
DAREBIN CITY COUNCIL  
Plan or Document referred to in Planning Permit No. D/037/2021  
Plan No.: 6 of 8  
Date: 18/06/2023  
*[Signature]*  
Signature for the Responsible Authority

**DD12** I  
**11-13 CLINGIN STREET, RESERVOIR**  
PROPOSED MULTI-UNIT DEVELOPMENT

**ELEVATIONS 2 OF 2**  
JOB NO. 01622 SCALE 1:100 @ A1  
**IKONDS.COM.AU**

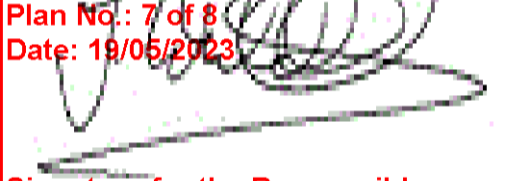
**IKONOMIDIS**  
DAREBIN CITY COUNCIL Received 12/05/2023

Rev	Date	Issue	Int.
E	SEP22	RESPONSE TO RFI	NA
F	SEP22	RESPONSE TO RFI	NA
G	JAN23	CONDITION 1	EC
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### CLINGIN STREET EXISTING STREETScape

SCALE 1:100

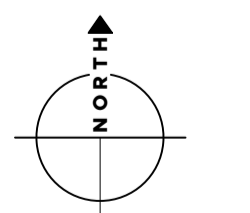
DAREBIN CITY COUNCIL  
 Plan or Document referred to in  
 Planning Permit No. 20837/2021  
 Plan No.: 7 of 8  
 Date: 19/05/2023  
  
 Signature for the Responsible  
 Authority

### SUBJECT SITE



### CLINGIN STREET PROPOSED STREETScape

SCALE 1:100

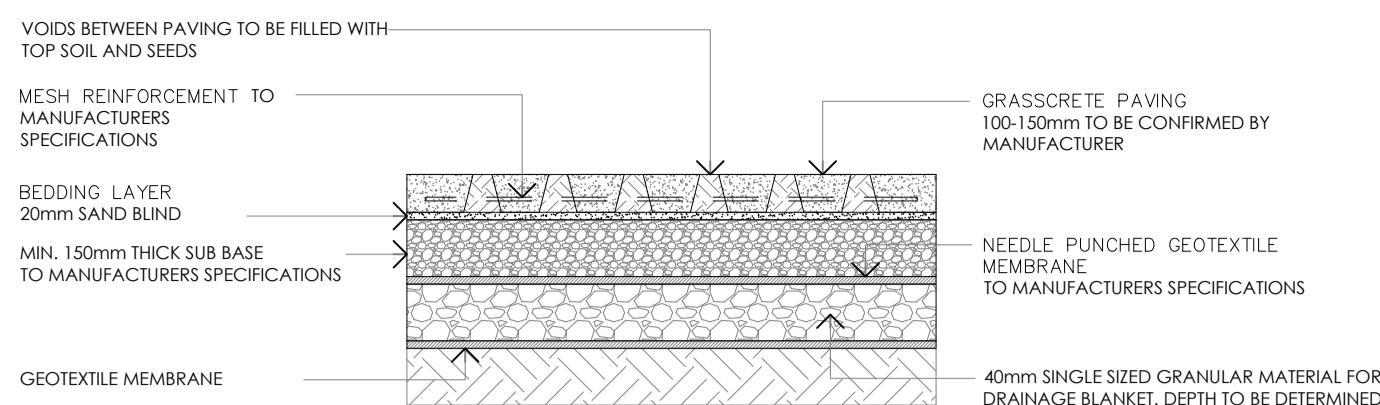


**DD14** |  
**11-13 CLINGIN STREET,  
 RESERVOIR**  
 PROPOSED MULTI-UNIT DEVELOPMENT

**EXISTING & PROPOSED STREETScape**  
 JOB NO. 01622 SCALE 1:100 @ A1  
**IKONDIS.COM.AU**

**IKONOMIDIS**  
 P E S I G N S T U D I O  
 Darebin City Council Received 12/05/2023





GRASSCRETE PAVING DETAIL  
SCALE: 1:20

Existing Vegetation Summary

Extracted from vegetation audit and report prepared by John Patrick Landscape Architects Pty Ltd. (10/12/2021)

TREE NO.	BOTANICAL NAME	H X W (m)
1.	Lophosemon confertus	9 x 8
2.	Callistemon viminalis	6 x 6
3.	Callistemon citrinus	9 x 9
4.	Callistemon viminalis	9 x 6
5.	Callistemon citrinus	7 x 5
6.	Callistemon citrinus	8 x 5
7.	Callistemon citrinus	5 x 5
8.	Pittosporum eugenioides 'Variegata'	5 x 5
9.	Pittosporum undulatum (Removed)	7 x 6
10.	Pittosporum undulatum	5 x 4
11.	Argemone costata	9 x 6
12.	Lophosemon confertus	9 x 9

Surface Finishes Detail

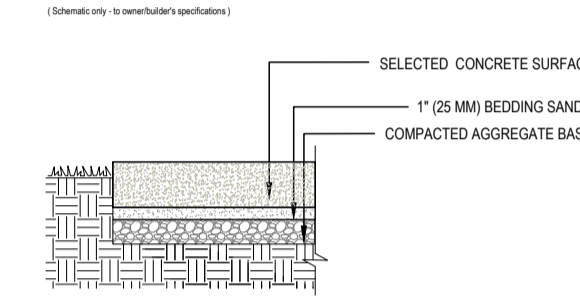
Garden Beds

- 75mm ORGANIC PINE BARK MULCH
- 400mm APPROVED MEDIUM LOAM SOIL
- MIN 150mm DEEP ROTARY HOED SUBGRADE

Lawn areas

- STRATHAY'S SR WARM SOFT LEAF BUFFALO OR SIMILAR INSTANT LAWN
- 100MM APPROVED SANDY LOAM SOIL
- MIN 150mm DEEP ROTARY HOED SUBGRADE

Typical Concrete Surface Detail



Site Permeability

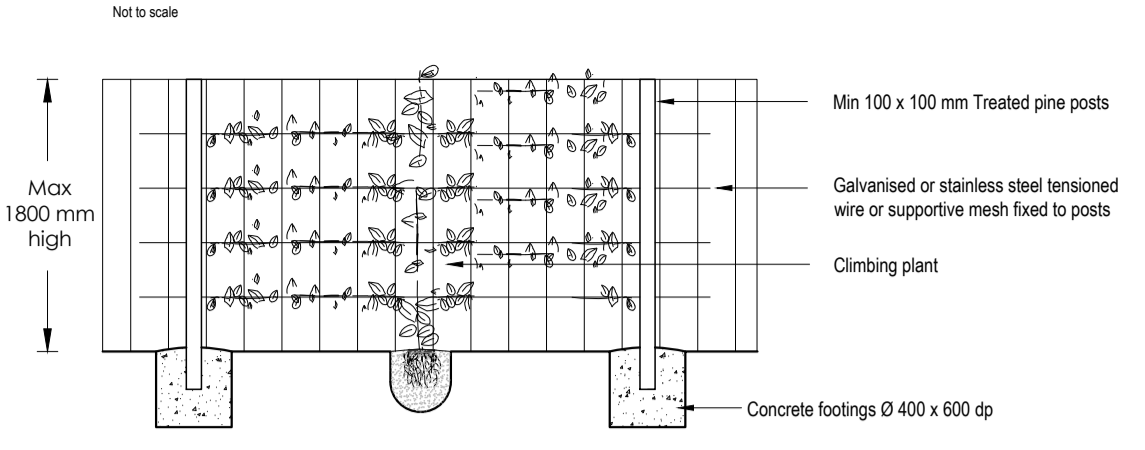
SITE AREA	1281.98m <sup>2</sup>
SITE PERMEABILITY	332.47m <sup>2</sup> (25.93%)

Legend

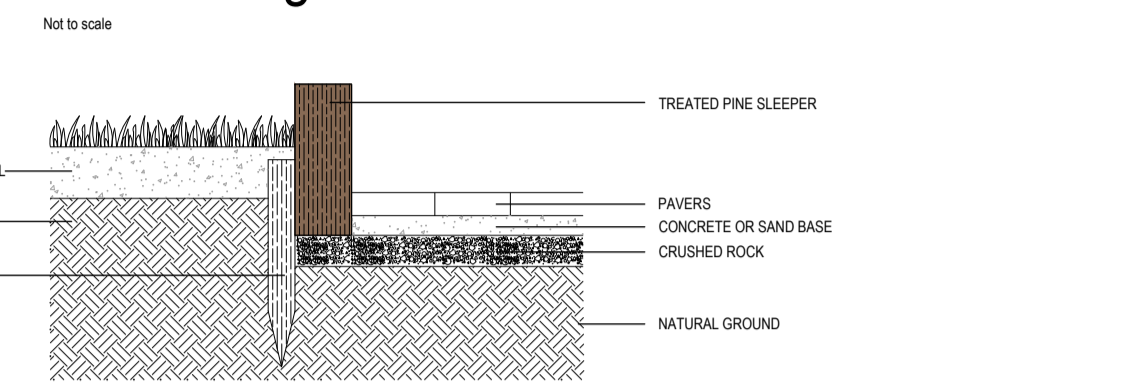
- Proposed evergreen trees
- Proposed deciduous trees
- Proposed evergreen shrubs
- Proposed ground cover/ low planting
- Proposed evergreen climbers
- Existing trees to be retained and protected with Tree Protection Fencing (see arborist report)
- Existing trees to be retained
- Existing trees to be removed
- Proposed lawn areas
- Selected concrete driveway
- Selected feature paving
- Grasscrete paving
- Proposed washing line
- Proposed 6m<sup>3</sup> storage shed
- Proposed bin storage area
- Fences with heights and material as nominated
- Underground rain water tank



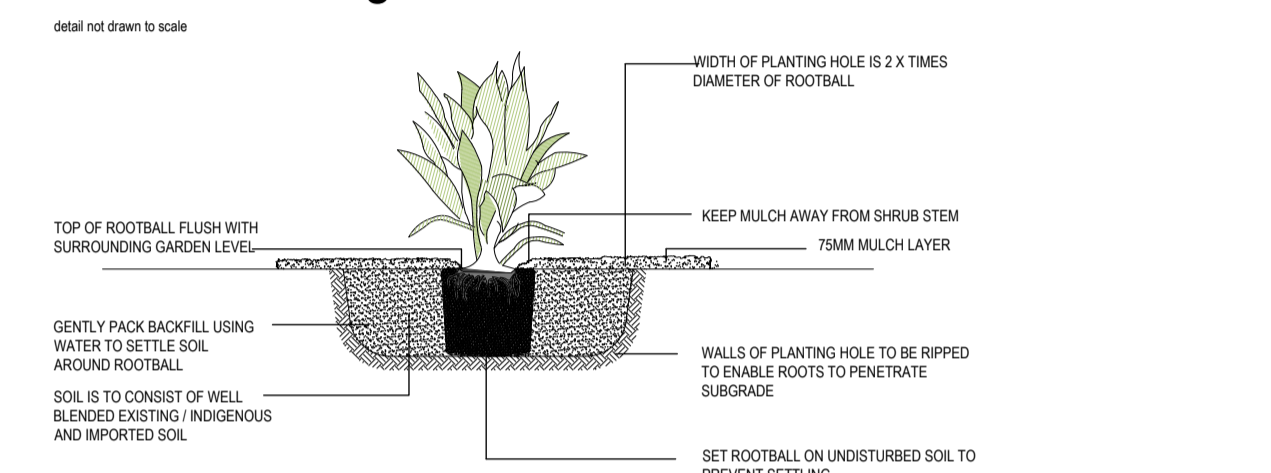
Freestanding Climber Support



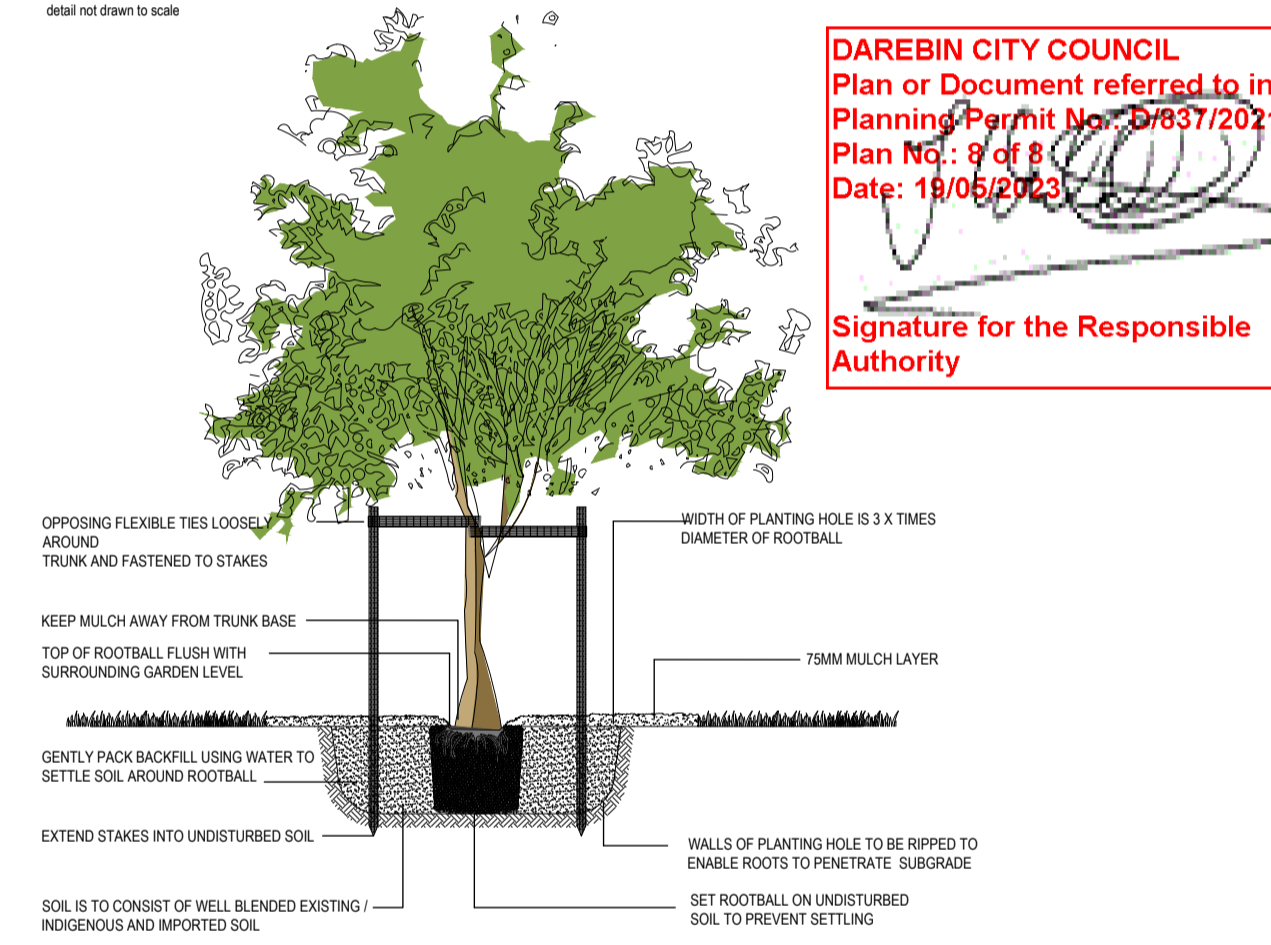
Timber Edge Treatment



Shrub Planting



Advanced Tree Planting



DAREBIN CITY COUNCIL  
Plan or Document referred to in Planning Permit No. 17837/2021  
Plan No.: 8 of 8  
Date: 18/06/2023  
  
Signature for the Responsible Authority

Plant Schedule

CODE	BOTANICAL NAME	COMMON NAME	QTY	SUPPLY SIZE	MATURE H x W
<b>TREES</b>					
BC	<i>Backhousia citriodora</i>	Lemon-scented myrtle	4	40tr / min 1.6m high	10m x 6m
CCS	<i>Corymbia citriodora 'scentuosa'</i>	Dwarf Lemon Scented Gum	6	40tr / min 1.8m high	8m x 4m
HF	<i>Hymenosporum flavum</i>	Native Frangipani	3	40tr / min 1.6m high	8m x 6m
<b>SHRUBS</b>					
ASM	<i>Acmena smithi 'Minipilly'</i>	Lilli - Pilly	22	20cm pot	2m x 1.5m
BSD	<i>Buxus sempervirens 'Suffruticosa'</i>	Dutch Box	30	20cm pot	.5m x .5m
HE	<i>Hebe 'Emerald Green'</i>	Emerald Green Hebe	12	20cm pot	4m x .4m
RI	<i>Rhapis indica</i>	Indian Hawthorn	9	20cm pot	1.5m x 1m
<b>GROUND COVERS &amp; LOW SHRUBS</b>					
DIR	<i>Dichondra repens</i>	Kidney Weed	120	14cm pot	1m x 1.5m
VH	<i>Viola hederacea</i>	Native Violet	18	14cm pot	Prostrate X 2
<b>CLIMBERS</b>					
FP	<i>Ficus pumila</i>	Creeping Fig	10	14cm pot	NA
<b>TUSsocks / GRASSES / EVERGREEN PERENNIALS</b>					
DR	<i>Dianella revoluta var. revoluta</i>	Black-Anther Flax-Lily	16	14cm pot	.6m x .6m
DT	<i>Dianella tasmanica</i>	Tasman Flax Lily	28	14cm pot	.9m x 1m
LLC	<i>Lomandra confertifolia</i>	Little Con	13	14cm pot	3m x 3m

Landscape Plan

PROJECT: PROPOSED MULTI UNIT DEVELOPMENT  
 ADDRESS: 11 - 13 CLINGIN STREET, RESERVOIR  
 DATE: 04 05 2023 PROJECT NO. # L9488  
 SHEET SIZE: A1 REV # G  
 DESIGNED BY: NJH/MA landscape Arch. UEL/UK DRAWN BY: AS

Keystone Alliance Pty Ltd  
 277 Plenty Road, Preston VIC 3072 E: nia@keystonealliance.com.au  
 T: 03 9478 8991 W: keystonealliance.com.au

Scale 1:100

Keystone Alliance  
 DAREBIN CITY COUNCIL Received 12/05/2023

**SCHEDULE OF  
FINISHES 11-13 CLINGIN  
STREET, RESERVIOR**

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

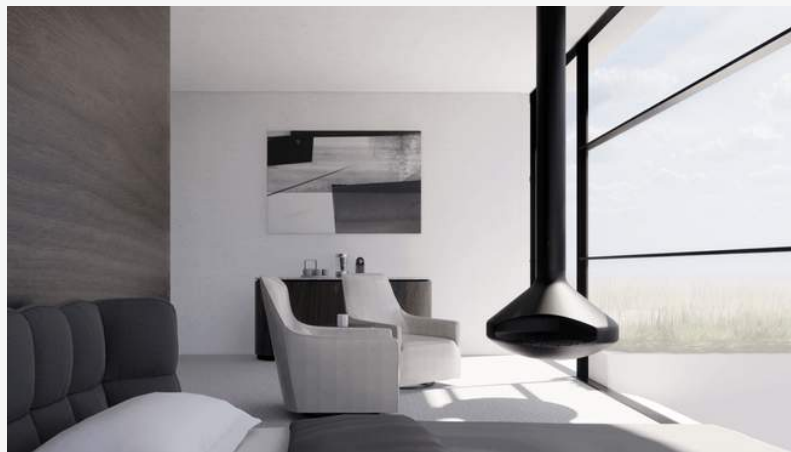
**RISEK**

**BESPOKE BUILDERS**

Level 8/11 Wilson Street South Yarra VIC 3141  
(03) 8821 5197

**PROPOSED BY**

**RISEK BESPOKE  
BUILDERS**





# RISEK<sup>®</sup>

BESPOKE BUILDERS

# BATHROOM FINISHES



**ITEM**

**IMAGE**

**DESCRIPTION**

Basin:  
Undermount



Undermount Sink -  
White Gloss

Basin Mixer



Slimline oval Wall  
outlet/mixer - Matte  
Black

Basin Pop Up  
Waste






Universal Pop Up Waste -  
Matte Black

Shower System



Shower Rose 230mm  
Round - Matte Black

ITEM	IMAGE	DESCRIPTION
Shower System		Shower 400mm Round-Matte Black
Shower Mixer		Slimline Wall Shower System - Matte Black
Floor Waste		Point Drain TI 100mm Outlet 76mm - Stainless Steel
Bath & Ens Towel Rail		Slimline 600mm Towel Rail - Matte Black

## ITEM

## IMAGE

## DESCRIPTION

Toilet System



Rimless Back to wall  
Toilet Suite

Toilet Paper  
Holder



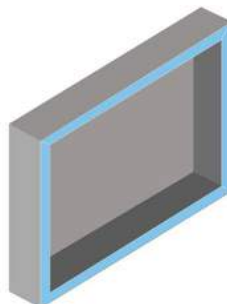
Toilet Roll Holder -  
Matte Black

Mirror



Double Arched  
Fixed Wall Mirror  
with Beveled  
Edge

Shower Niche



XPS RECTANGLE SHOWER NICHE  
70MM



## ITEM

## IMAGE

## DESCRIPTION

Shower  
Screen



Frameless Shower  
Screen

# RISEK<sup>®</sup>

BESPOKE BUILDERS

# KITCHEN FINISHES

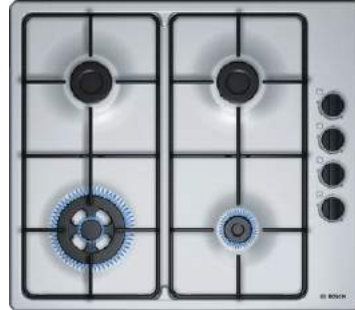


## ITEM

## IMAGE

## DESCRIPTION

Kitchen  
Cooktop



Bosch Series 2 Gas  
cooktop 60 cm  
Stainless steel

Kitchen  
Rangehood



Bosch integrated rangehood  
53 cm Grey

Kitchen Oven



Bosch Built-in oven 60cm

Kitchen  
Dishwasher



Bosch free-standing  
dishwasher 60 cm

## ITEM

## IMAGE

## DESCRIPTION

Kitchen Mixer



Slimline Side Lever Sink Mixer 160mm  
Gooseneck-Matte Black

Kitchen Sink



Black Ontario Double  
Square Granite Kitchen Sink

Kitchen  
Splash Back



Glass Splash Back

# RISEK<sup>®</sup>

BESPOKE BUILDERS

# LAUNDRY FINISHES



## ITEM

## IMAGE

## DESCRIPTION

Laundry Mixer



MIXX Basix Aster Sink Mixer - Chrome

Laundry Trough



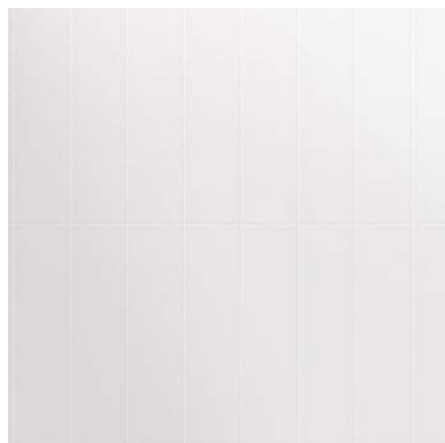
Everhard Nugleam 45L Utility Sink

Laundry Benchtop



Lavistone - Marshmellow

Laundry Splashback



Easy White Matt 100 x 300

# RISEK<sup>®</sup>

BESPOKE BUILDERS

# CABINETRY & STONE



## ITEM

## IMAGE

## DESCRIPTION

Kitchen, island &  
Vanity Benchtop



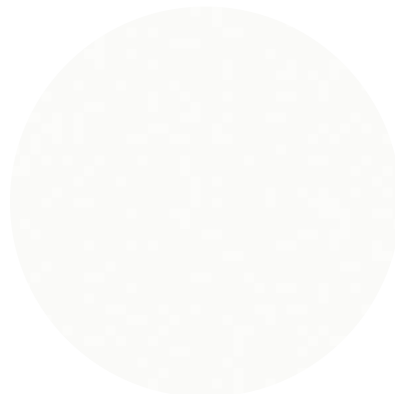
20mm Lavistone  
engineered quartz

Kitchen Splashback



Lavistone  
20mm lavistone  
engineered quartz

Laundry Joinery  
Finishes



Laminex -White  
Satin



**RISEK<sup>®</sup>**

BESPOKE BUILDERS

# DOOR AND DOOR FURNITURE



## ITEM

## IMAGE

## DESCRIPTION

Cavity  
sliding door



Hume Primecoat Honeycomb  
Flush Door

External  
Door



Hume Doors & Timber  
Duracote SCX1 External  
Door

Internal  
Doors



Hume H1 Primecoat  
Honeycomb Flush Door

Front Door



Hume Newington G1 Clear  
Glass External Door

## ITEM

## IMAGE

## DESCRIPTION

Cavity sliding door  
furniture



Atley Flush Pull Round -  
Matte Black

External Door  
Hardware



TradePro™ Bela  
Entrance

Door Stop



Delf Trade Half  
Circle Floor Stop

Internal door  
handle



Door Handle -  
Matte Black

Front door  
hardware



Gainsborough G4  
Series Oblong Set  
Stainless Steel

**RISEK<sup>®</sup>**

BESPOKE BUILDERS

# INTERNAL FINISHES



**ITEM**

**IMAGE**

**DESCRIPTION**

Architraves for  
Windows, Doors



Hume 67 x 18mm  
5.4m  
White MDF Primed  
DAR

Ground and First  
Floor Skirting



138mm x 18mm Pine  
Architrave Single  
Bevel FJ Primed

Cornice Style



Square Set

**RISEK<sup>®</sup>**

BESPOKE BUILDERS

# FLOOR AND WALL COVERING

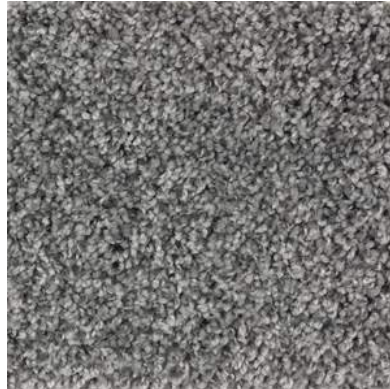


## ITEM

## IMAGE

## DESCRIPTION

Carpet



Carpet - Colour  
Grey

Timber  
flooring



Hybrid Timber  
Flooring

Tiles  
(Floor Covering)



Stein Antracita Matt  
300 x 600

Tiles  
(Wall Covering)



Easy White Matt 100  
x 300

**RISEK**

BESPOKE BUILDERS

# ELECTRICAL FINISHES





## ITEM

## IMAGE

## DESCRIPTION

Downlight



Arlec flush downlights

Step Lights



Stow LED Stair/Step  
Light Round in Nickel  
or White w/ 3000k

Exhaust System



Heller 250mm  
White Ventilating  
Ducted

Switches



Clipsal Internal Switch

GPO's



Clipsal Internal GPO

## ITEM

## IMAGE

## DESCRIPTION

Smoke Alarm



Family First 10-Year Lithium Photoelectric Alarm

Intercom



Slimline 7" Home Video Intercom Kit VL-SV74AZ

External GPO's



Clipsal Weatherproof External GPO

Heating and Cooling System



Midea Split System

Hot Water System



Rinnai Continuous Flow Hot Water System

**ITEM**

**IMAGE**

**DESCRIPTION**

Kitchen Feature  
Lighting



Can Lighting - Matte  
White

Bathroom Feature  
Lighting



Sphere Wall Light

In reply please quote      CON/60/2023  
Enquiries                      Johannes Wuebbels - 8470 8321



19 May 2023

Ikonomidis Design Studio  
277 Plenty Rd  
PRESTON VIC 3072

Dear Sir/Madam,

**ENDORSED PLANS**

**PERMIT NO:**                      D/837/2021  
**APPLICATION NO.:**              CON/60/2023  
**PROPERTY:**                      11 - 13 Clingin Street RESERVOIR VIC 3073

I refer to your request for approval of amended plans for the proposed development. The plans are considered to satisfy Conditions No. 1, 6 and 7 of the Permit and have been approved.

**Please note that any additional amendments/modifications included on the plans and not detailed in this letter do not form part of this approval.**

Any questions should be directed to Johannes Wuebbels on 8470 8321.

Yours faithfully,

Johannes Wuebbels  
PRINCIPAL PLANNER

Darebin City Council  
ABN 75 815 980 522

**Postal Address**  
PO Box 91  
Preston VIC 3072  
T 03 8470 8888  
darebin.vic.gov.au

**National Relay Service**  
TTY dial 133 677  
or Speak & Listen  
1300 555 727 or  
iprelay.com.au  
then enter  
03 8470 8888

**Speak your language**  
T 03 8470 8470  
العربية  
繁體中文  
Ελληνικά  
हिंदी  
Italiano  
Македонски  
Soomalii  
Tiếng Việt



# 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____/11 -13 Clingin Street, Reservoir 3073	
<b>Vendor's name</b>	Clingin Street Pty Ltd 642 969 775	<b>Date</b> 12/7/23
<b>Vendor's signature</b>	 Director/Secretary	
<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*.

An unlimited Owners Corporation will be established upon registration of the proposed 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

Page 1 of 1

VOLUME 08724 FOLIO 822

Security no : 124112309145V  
Produced 01/02/2024 02:06 PM

### LAND DESCRIPTION

Lot 65 on Plan of Subdivision 059111.  
PARENT TITLE Volume 08690 Folio 283  
Created by instrument A396361 29/05/1968

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CLINGIN STREET PTY LTD of UNIT 11 7-29 LITTLE PALMERSTON STREET CARLTON VIC  
3053  
AV278119R 28/01/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV278120H 28/01/2022  
MACQUARIE BANK LTD

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 LP059111 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: 11 CLINGIN STREET RESERVOIR VIC 3073

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 28/01/2022

DOCUMENT END



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

VOLUME 08724 FOLIO 823

Security no : 124112309263S  
Produced 01/02/2024 02:07 PM

**LAND DESCRIPTION**

Lot 66 on Plan of Subdivision 059111.  
PARENT TITLE Volume 08690 Folio 283  
Created by instrument A396361 29/05/1968

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
CLINGIN STREET PTY LTD of UNIT 11 7-29 LITTLE PALMERSTON STREET CARLTON VIC  
3053  
AV304200U 04/02/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AV304201S 04/02/2022  
PERPETUAL CORPORATE TRUST LTD

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 LP059111 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 13 CLINGIN STREET RESERVOIR VIC 3073

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 19219M PURCELL PARTNERS  
Effective from 04/02/2022

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP059111</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>01/02/2024 14:06</b>

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

**LP59111**  
**EDITION 1**  
APPROVED 25/3/68

HOUSING COMMISSION OF VICTORIA  
**EAST PRESTON ESTATE**  
PLAN OF SUBDIVISION  
OF PART OF CROWN PORTION 146  
PARISH OF JIKA JIKA

**COLOUR CONVERSION**  
E-1 = BLUE  
R1 = BROWN

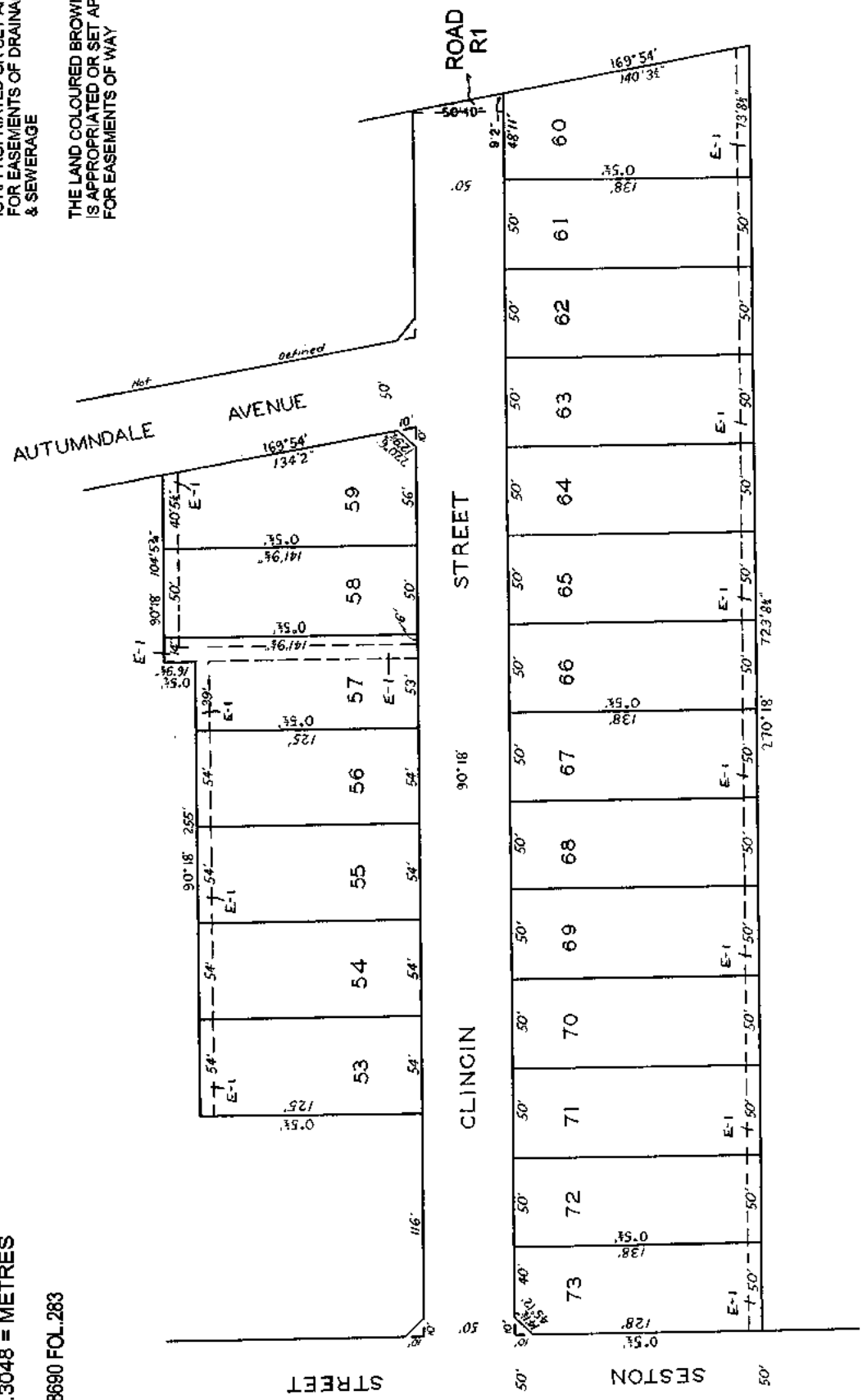
COUNTY OF BOURKE  
**Measurements are in Feet & Inches**  
Conversion Factor  
FEET X 0.3048 = METRES


**APPROPRIATIONS**

THE LAND COLOURED BLUE  
IS APPROPRIATED OR SET APART  
FOR EASEMENTS OF DRAINAGE  
& SEWERAGE

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET APART  
FOR EASEMENTS OF WAY

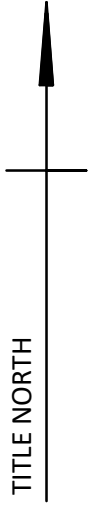
VOL.8690 FOL.283



<b>PLAN OF SUBDIVISION</b>			EDITION 1	PS915588K
<b>LOCATION OF LAND</b> PARISH: JIKA JIKA TOWNSHIP: — SECTION: — CROWN ALLOTMENT: — CROWN PORTION: 146 (PART) TITLE REFERENCE: VOL. 8724 FOL. 822 VOL. 8724 FOL. 823 LAST PLAN REFERENCE: LP59111 (LOTS 65 & 66) POSTAL ADDRESS: 11-13 CLINGIN STREET, (at time of subdivision) RESERVOIR, VIC 3073  MGA CO-ORDINATES: E: 326 910                      ZONE: 55 (of approx centre of land                      N: 5 822 400                      GDA 2020 in plan)		DAREBIN CITY COUNCIL  <div style="border: 2px solid orange; padding: 10px; text-align: center;"> <p><b>PRELIMINARY</b></p> <p>THIS PRELIMINARY PLAN OF SUBDIVISION IS FOR PLANNING PERMIT APPLICATION PURPOSES ONLY AND MAY VARY SUBJECT TO FINAL SURVEY AFTER WORKS ARE COMPLETED.</p> </div>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS MEDIAN: BOUNDARIES MARKED 'M' LINES EXTERIOR FACE: ALL OTHER BOUNDARIES  COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS.  DIMENSIONS SHOWN THUS 12.01* ARE MEASURED TO THE EXPOSED FACE OF THE BUILDING.  // // // // // - INDICATES THE LOCATION OF STRUCTURE (NON-BOUNDARY)  LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING: PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.	
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No.  SURVEY: This plan is based on survey.  This survey has been connected to permanent marks No(s). - In Proclaimed Survey Area No. -				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP59111	LOTS SHOWN IN LP59111
 SURVEYING   TOWN PLANNING   LAND DEVELOPMENT W: www.primelandconsultants.com.au    T: 03 8316 1308   M: 0466 967 303 E: info@primelandconsultants.com.au    A: 1A, Bruce Street, Kensington, VIC 3031		SURVEYORS FILE REF: SD2305-07		ORIGINAL SHEET SIZE: A3
		ZHONG XIAO GOH / PRELIM		SHEET 1 OF 2

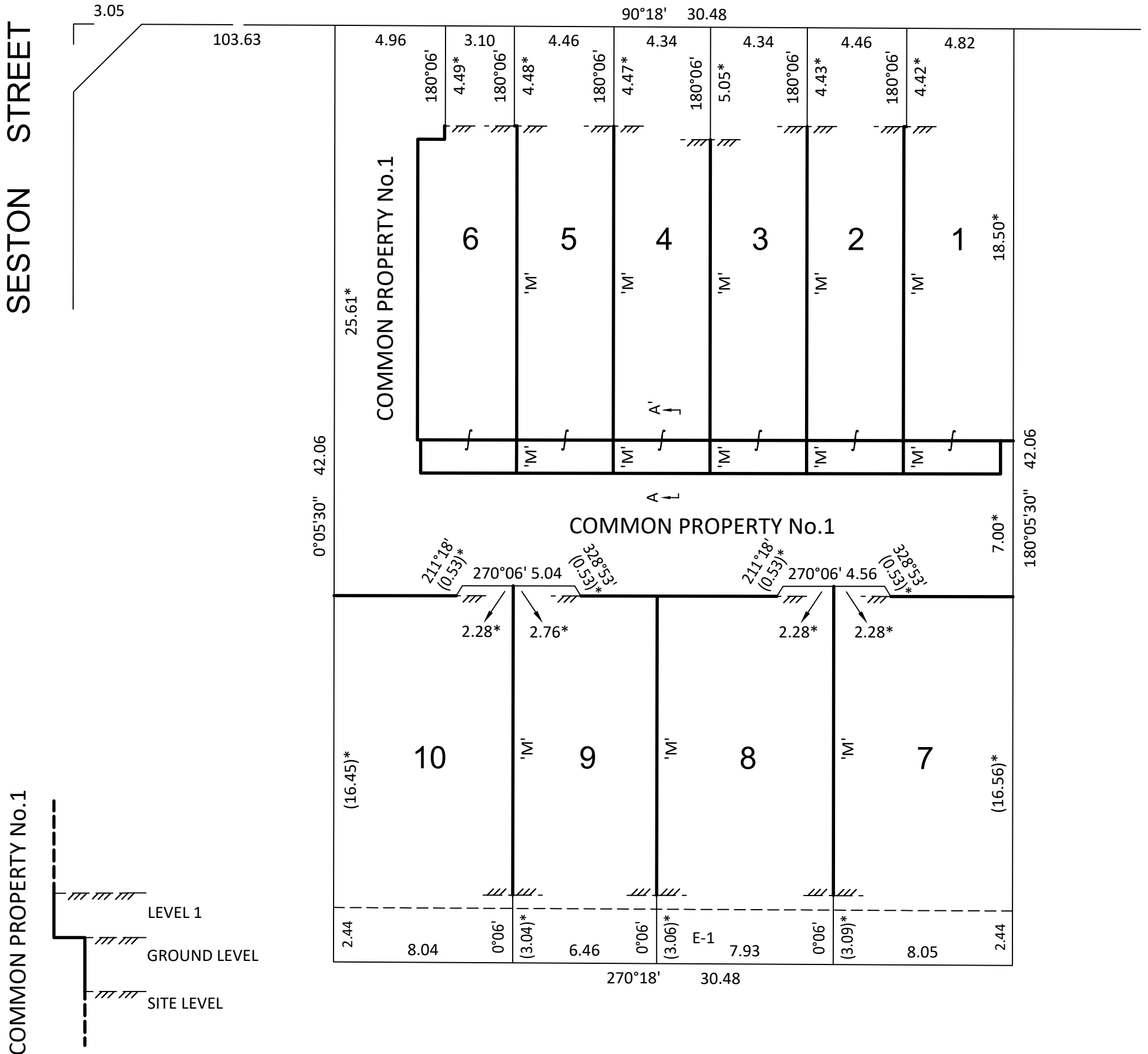
**PRELIMINARY**

THIS PRELIMINARY PLAN OF SUBDIVISION IS FOR PLANNING PERMIT APPLICATION PURPOSES ONLY AND MAY VARY SUBJECT TO FINAL SURVEY AFTER WORKS ARE COMPLETED.



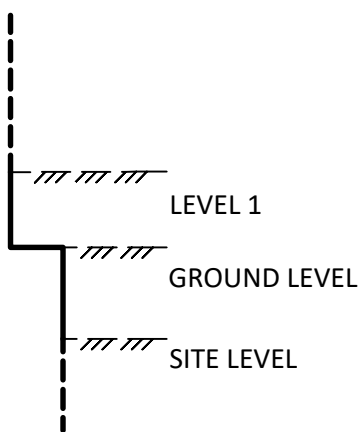
CLINGIN STREET

SESTON STREET



**SECTION A-A'**  
NOT TO SCALE  
TYPICAL FOR LOTS 1 TO 6

COMMON PROPERTY No.1

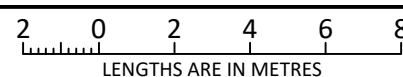


SURVEYING | TOWN PLANNING | LAND DEVELOPMENT

W: www.primelandconsultants.com.au T: 03 8316 1308 | M: 0466 967 303  
E: info@primelandconsultants.com.au A: 1A, Bruce Street, Kensington, VIC 3031

SURVEYORS REF  
SD2305-07

SCALE  
1 : 200



ORIGINAL SHEET  
SIZE: A3

SHEET 2

ZHONG XIAO GOH / PRELIM

# OWNERS CORPORATION SCHEDULE

PS915588K

OWNERS CORPORATION 1

PLAN No. PS915588K

LAND AFFECTED BY OWNERS CORPORATION: LOTS 1 - 10 AND COMMON PROPERTY No.1

LIMITATIONS OF OWNERS CORPORATION: UNLIMITED

NOTATIONS: NIL.

**PRELIMINARY**  
 THIS PRELIMINARY PLAN OF SUBDIVISION  
 IS FOR PLANNING PERMIT APPLICATION  
 PURPOSES ONLY AND MAY VARY  
 SUBJECT TO FINAL SURVEY AFTER  
 WORKS ARE COMPLETED.

## LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	50	50						
2	50	50						
3	50	50						
4	50	50						
5	50	50						
6	50	50						
7	50	50						
8	50	50						
9	50	50						
10	50	50						
<b>TOTAL</b>	<b>500</b>	<b>500</b>						



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

943483

## APPLICANT'S NAME & ADDRESS

HUGHES LEGAL PTY LTD C/- INFOTRACK (LEAP) C/-  
LANDATA

DOCKLANDS

## VENDOR

CLINGIN STREET PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

62838

This certificate is issued for:

LOT 65 PLAN LP59111 ALSO KNOWN AS 11 CLINGIN STREET RESERVOIR  
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 3
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19  
and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 -  
C170dare

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

07 July 2023

**Sonya Kilkenny**  
Minister for Planning

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

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

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

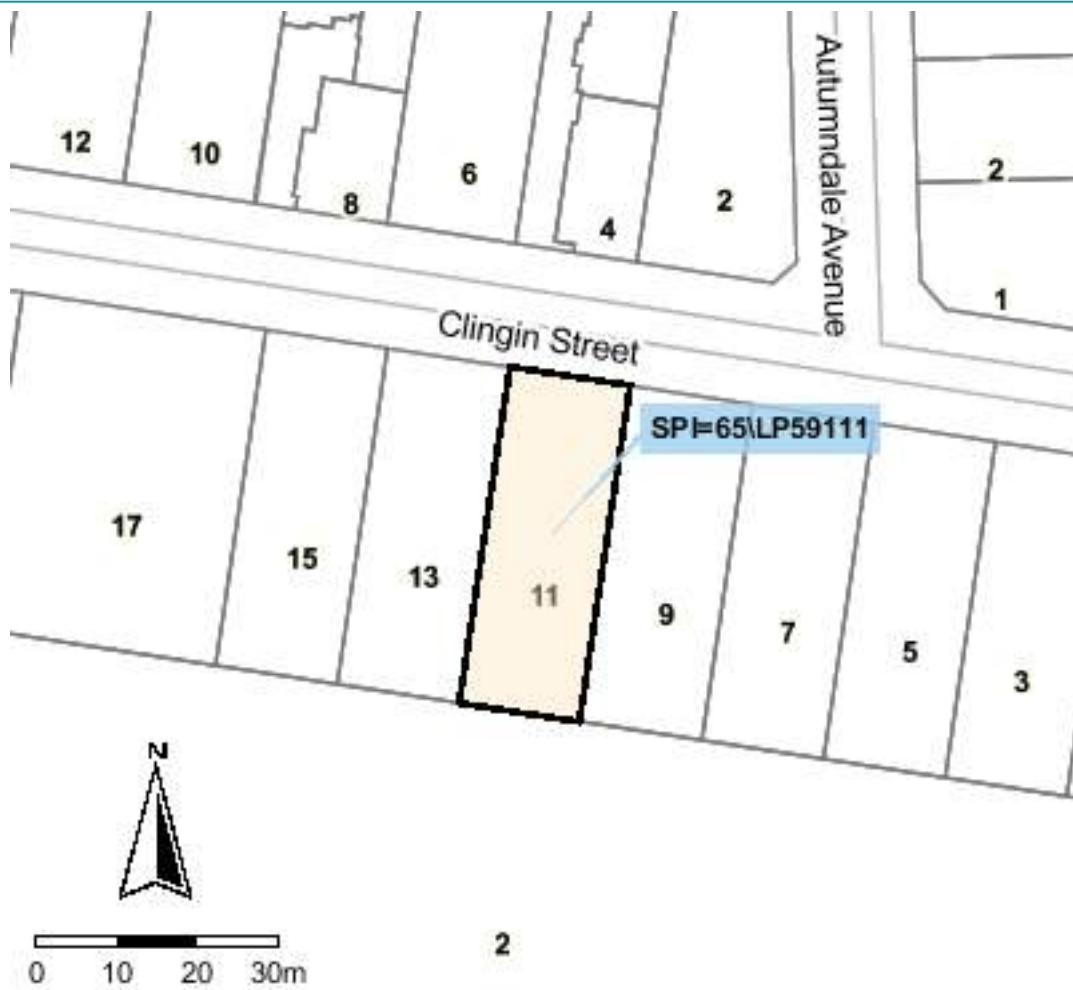
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### 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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

943484

## APPLICANT'S NAME & ADDRESS

HUGHES LEGAL PTY LTD C/- INFOTRACK (LEAP) C/-  
LANDATA

DOCKLANDS

## VENDOR

CLINGIN STREET PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

62838

This certificate is issued for:

LOT 66 PLAN LP59111 ALSO KNOWN AS 13 CLINGIN STREET RESERVOIR  
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 3
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 -  
C170dare

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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@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

07 July 2023

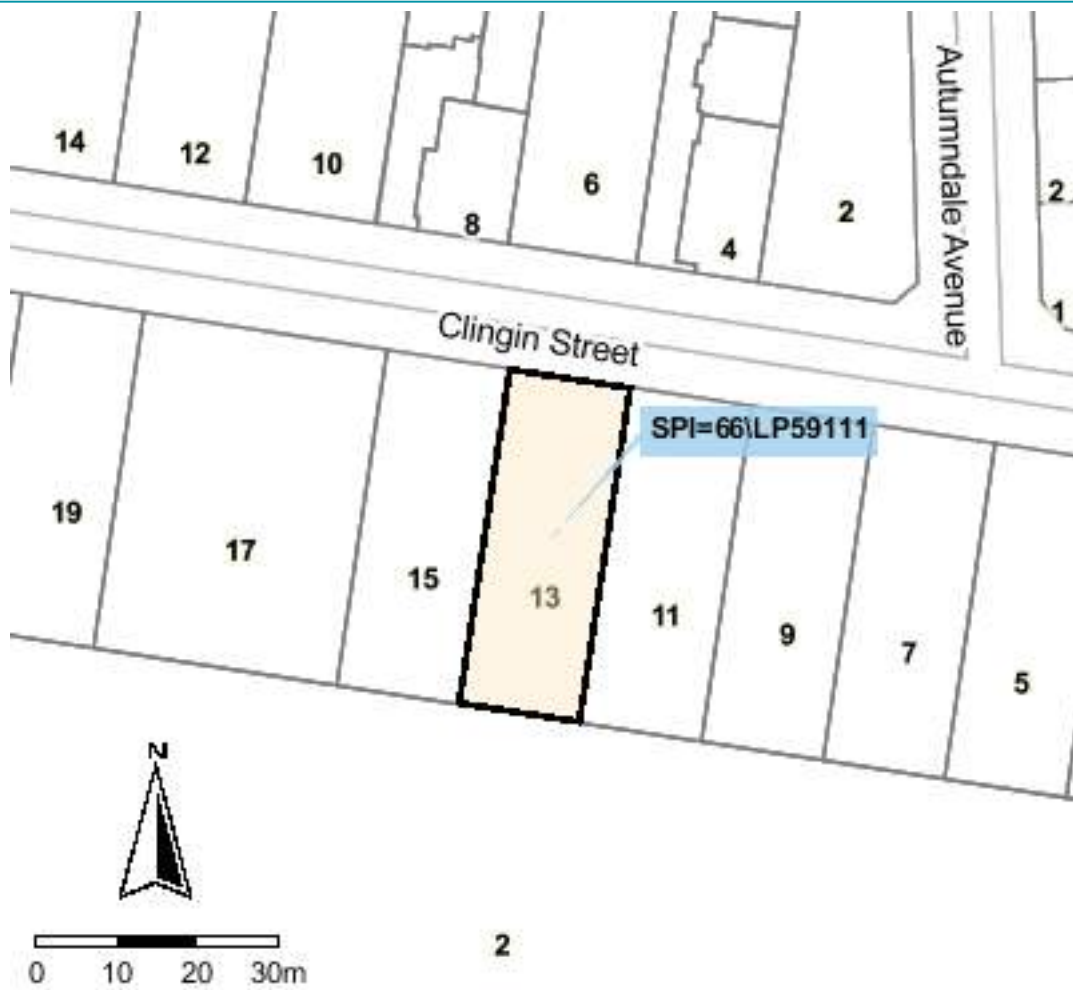
**Sonya Kilkenny**  
Minister for Planning

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If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 July 2023 02:27 PM

## PROPERTY DETAILS

Address: **13 CLINGIN STREET RESERVOIR 3073**  
 Lot and Plan Number: **Lot 66 LP59111**  
 Standard Parcel Identifier (SPI): **66\LP59111**  
 Local Government Area (Council): **DAREBIN**  
 Council Property Number: **230419**  
 Planning Scheme: **Darebin**  
 Directory Reference: **Melway 19 D9**

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

[Planning Scheme - Darebin](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **PRESTON**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 3 \(RGZ3\)](#)

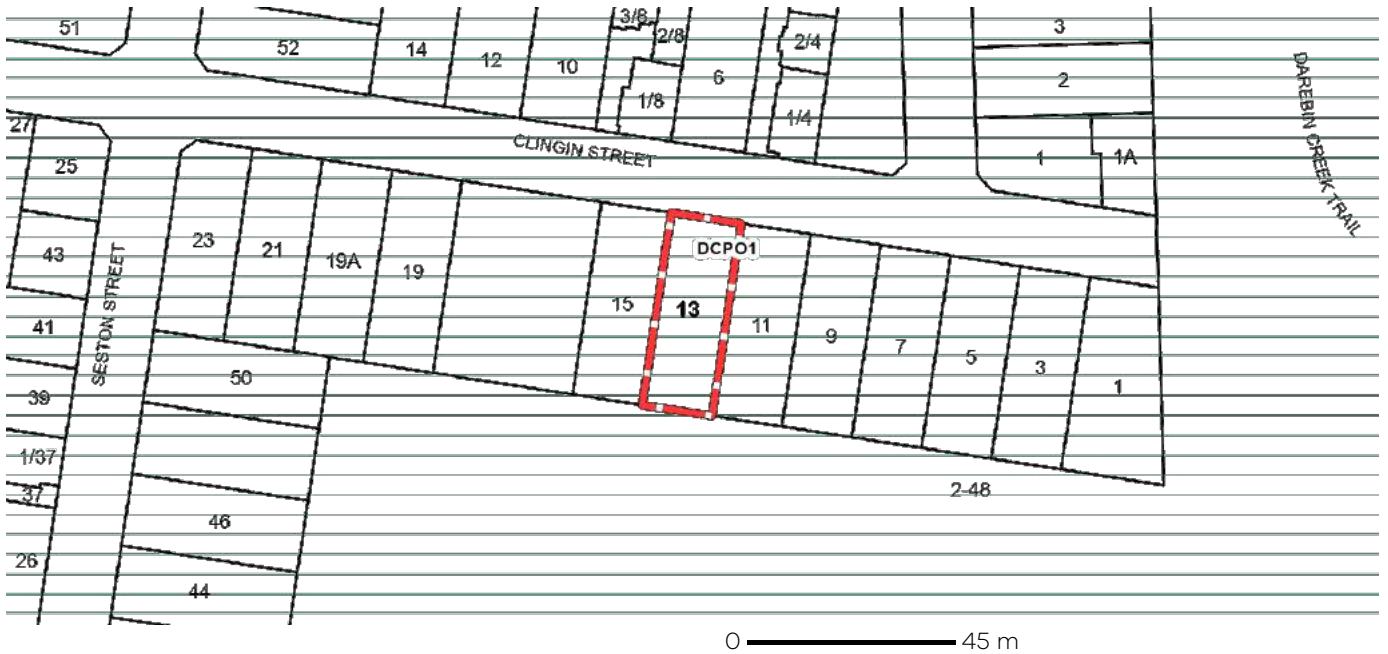


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



 **DCPO - Development Contributions Plan Overlay**

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19 (DDO19)



 **DDO - Design and Development Overlay**

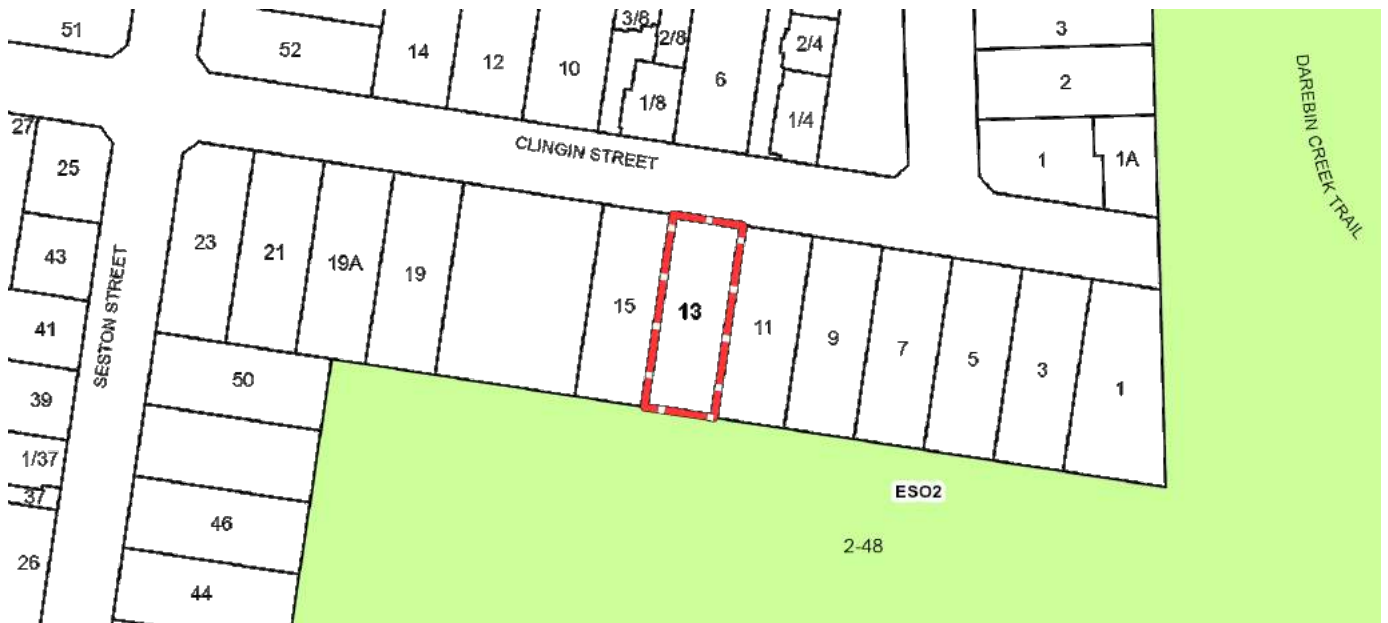
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



 ESO - Environmental Significance Overlay

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

## Further Planning Information

Planning scheme data last updated on 6 July 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 July 2023 02:26 PM

## PROPERTY DETAILS

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 Directory Reference: **Melway 19 D9**

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

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[RESIDENTIAL GROWTH ZONE - SCHEDULE 3 \(RGZ3\)](#)

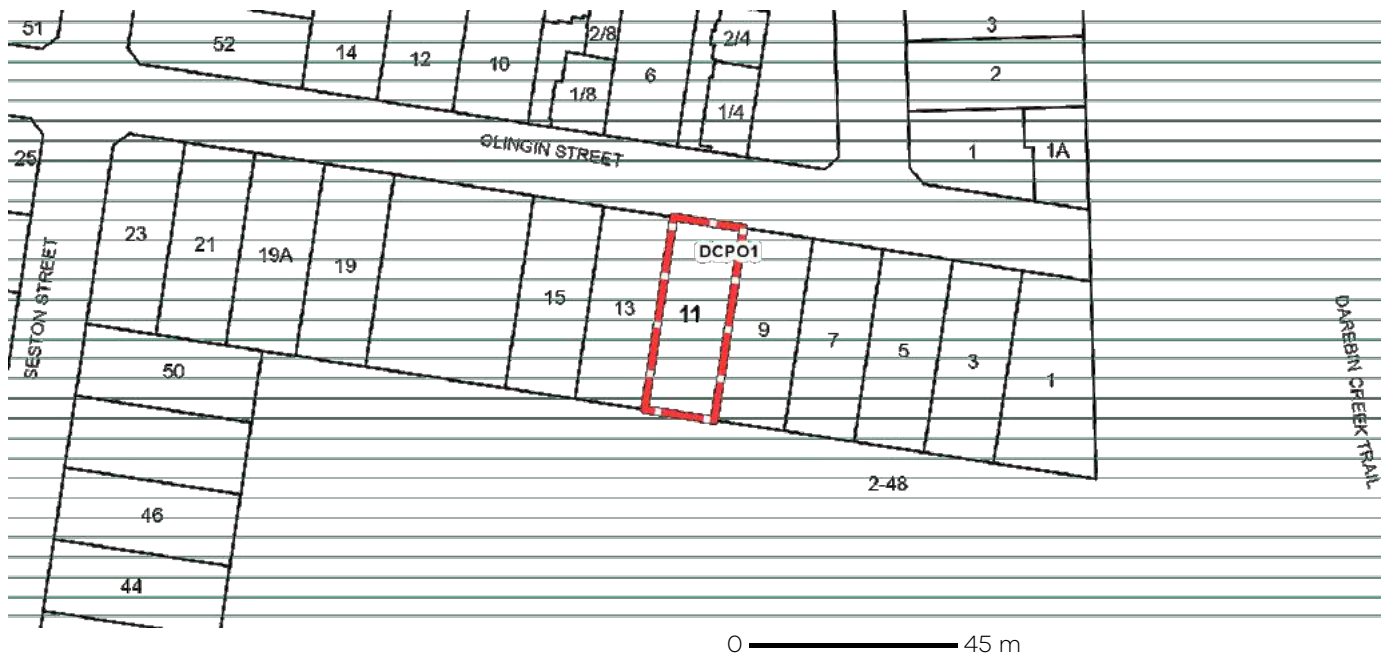


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### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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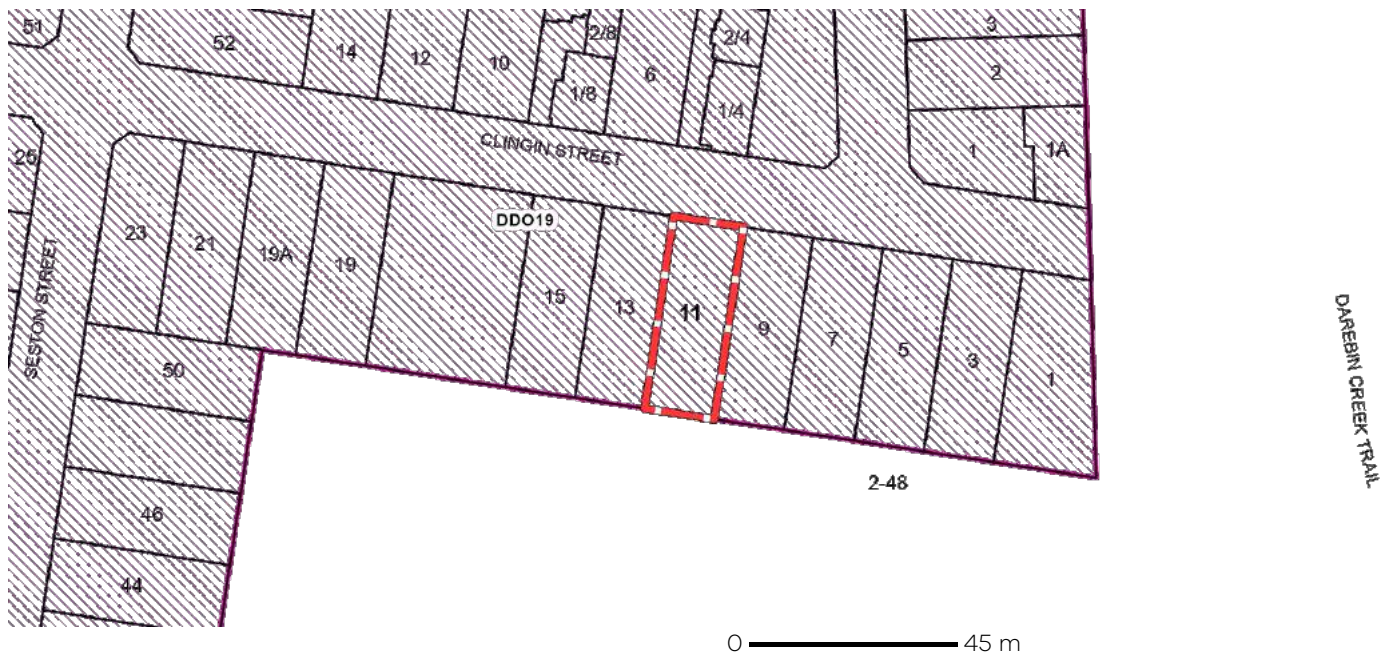


 **DCPO - Development Contributions Plan Overlay**

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#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19 (DDO19)



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## Planning Overlays

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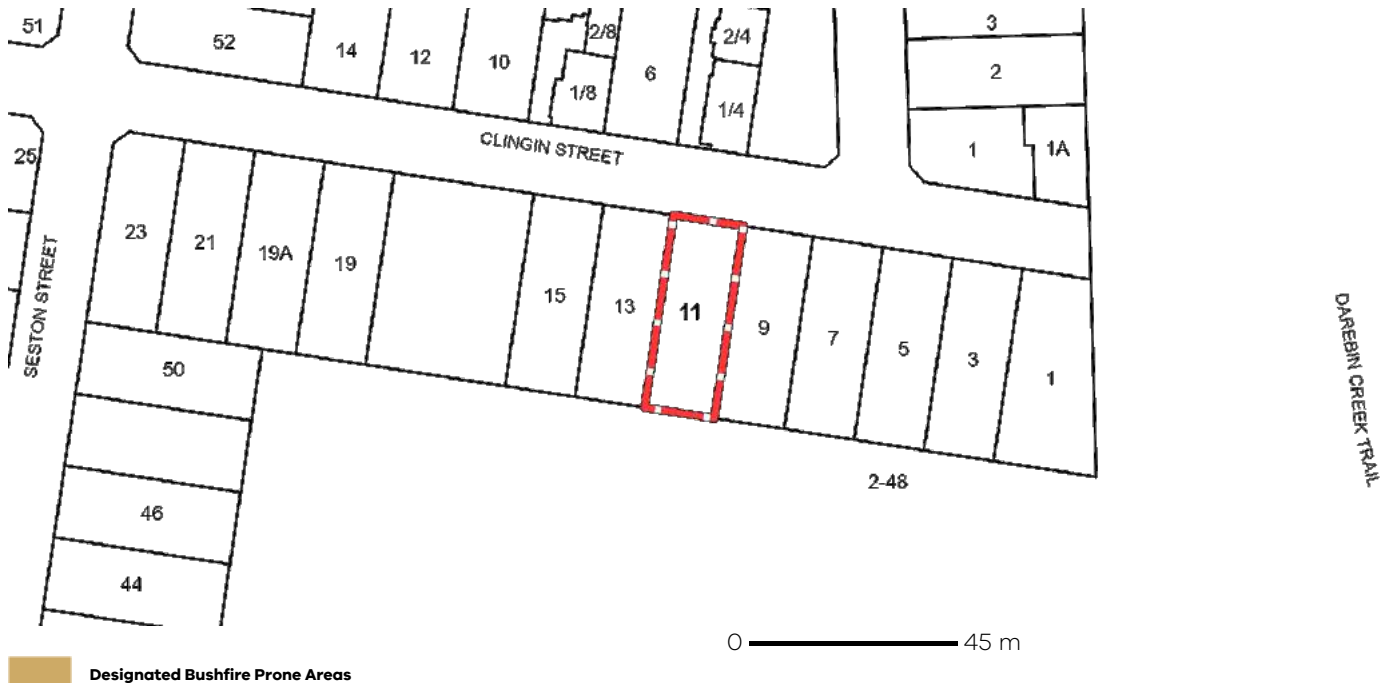
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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 62838

NO PROPOSALS. As at the 7th July 2023, 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®.

11 CLINGIN STREET, RESERVOIR 3073  
CITY OF DAREBIN

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

Date of issue: 7th July 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 69488428 - 69488428142453 '62838'**

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The search results are as follows:

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135 King St  
SYDNEY 2000  
AUSTRALIA

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Date of issue: 7th July 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 69488458 - 69488458142617 '62838'**

7th July 2023

Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND  
LANDATA

Dear Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	11 CLINGIN STREET RESERVOIR 3073
<b>Applicant</b>	Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND LANDATA
<b>Information Statement</b>	30779000
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	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 Property Information Statement

Property Address	11 CLINGIN STREET RESERVOIR 3073
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES 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.



### **Melbourne Water Encumbrance**

Property Address	11 CLINGIN STREET RESERVOIR 3073
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

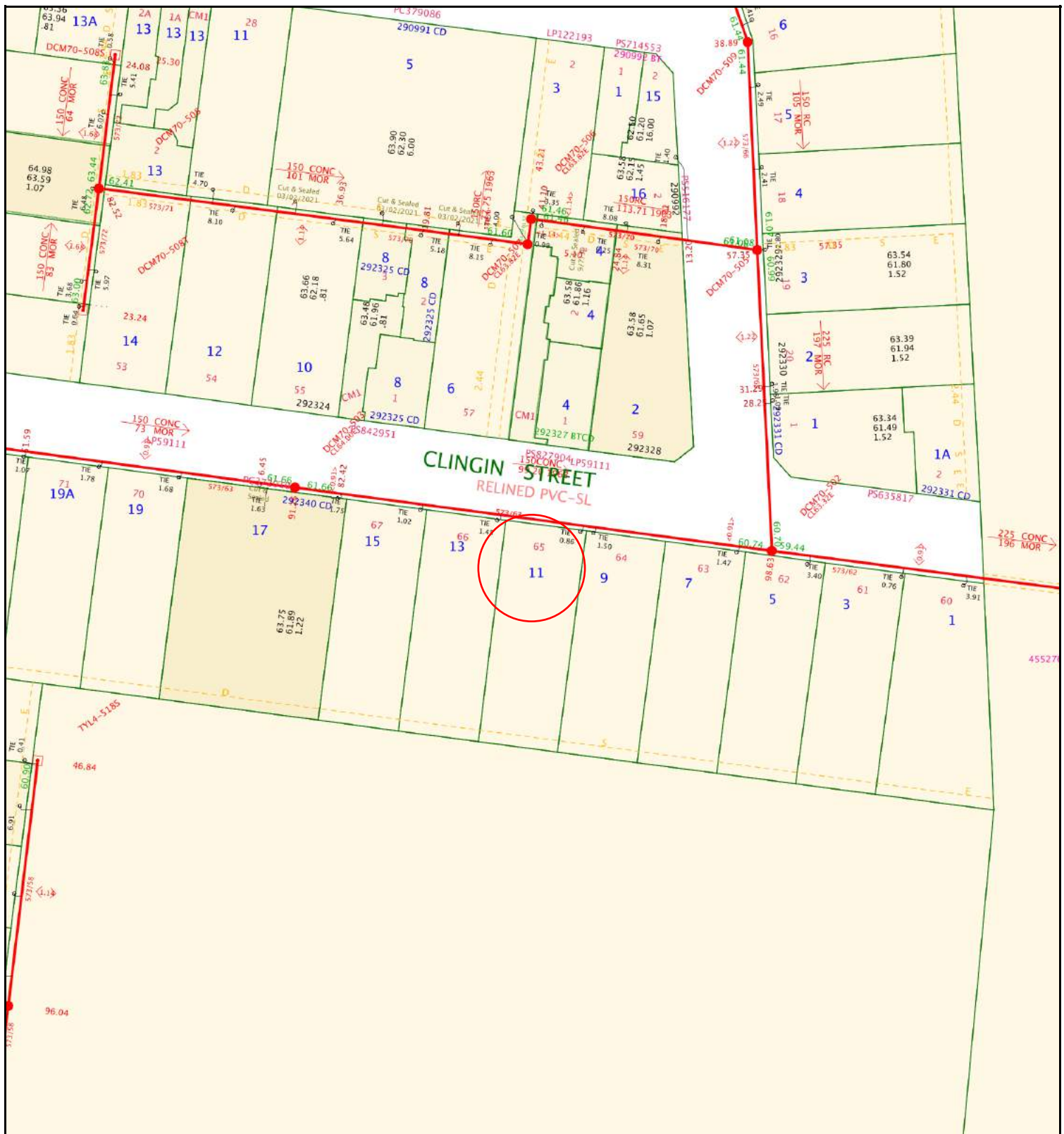
#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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.
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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: 30779000**

<b>Address</b>	11 CLINGIN STREET RESERVOIR 3073
<b>Date</b>	07/07/2023
<b>Scale</b>	1:1000



Yarra Valley Water  
ABN 93 066 902 501

Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch			

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



YARRA VALLEY WATER  
ABN 93 066 902 501

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

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

## RATES CERTIFICATE

Account No: 2253171025  
Rate Certificate No: 30779000

Date of Issue: 07/07/2023  
Your Ref: 62838

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
11 CLINGIN ST, RESERVOIR VIC 3073	65LP59111	1122503	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	09-03-2023 to 13-06-2023	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	09-03-2023 to 13-06-2023	\$0.00	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
Residential Water and Sewer Usage Charge **		\$0.00	\$0.00

### Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

**Balance Brought Forward** \$0.00

**Total for This Property** \$187.01

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer

## **Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

### **To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham 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)

**Property No:** 1122503

**Address:** 11 CLINGIN ST, RESERVOIR VIC 3073

**Water Information Statement Number:** 30779000

## HOW TO PAY



**Biller Code:** 314567  
**Ref:** 22531710252

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

7th July 2023

Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND  
LANDATA

Dear Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	13 CLINGIN STREET RESERVOIR 3073
<b>Applicant</b>	Hughes Legal Pty Ltd C/- InfoTrack (LEAP) C/- LAND LANDATA
<b>Information Statement</b>	30779001
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	62838

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RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	13 CLINGIN STREET RESERVOIR 3073
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Property Address	13 CLINGIN STREET RESERVOIR 3073
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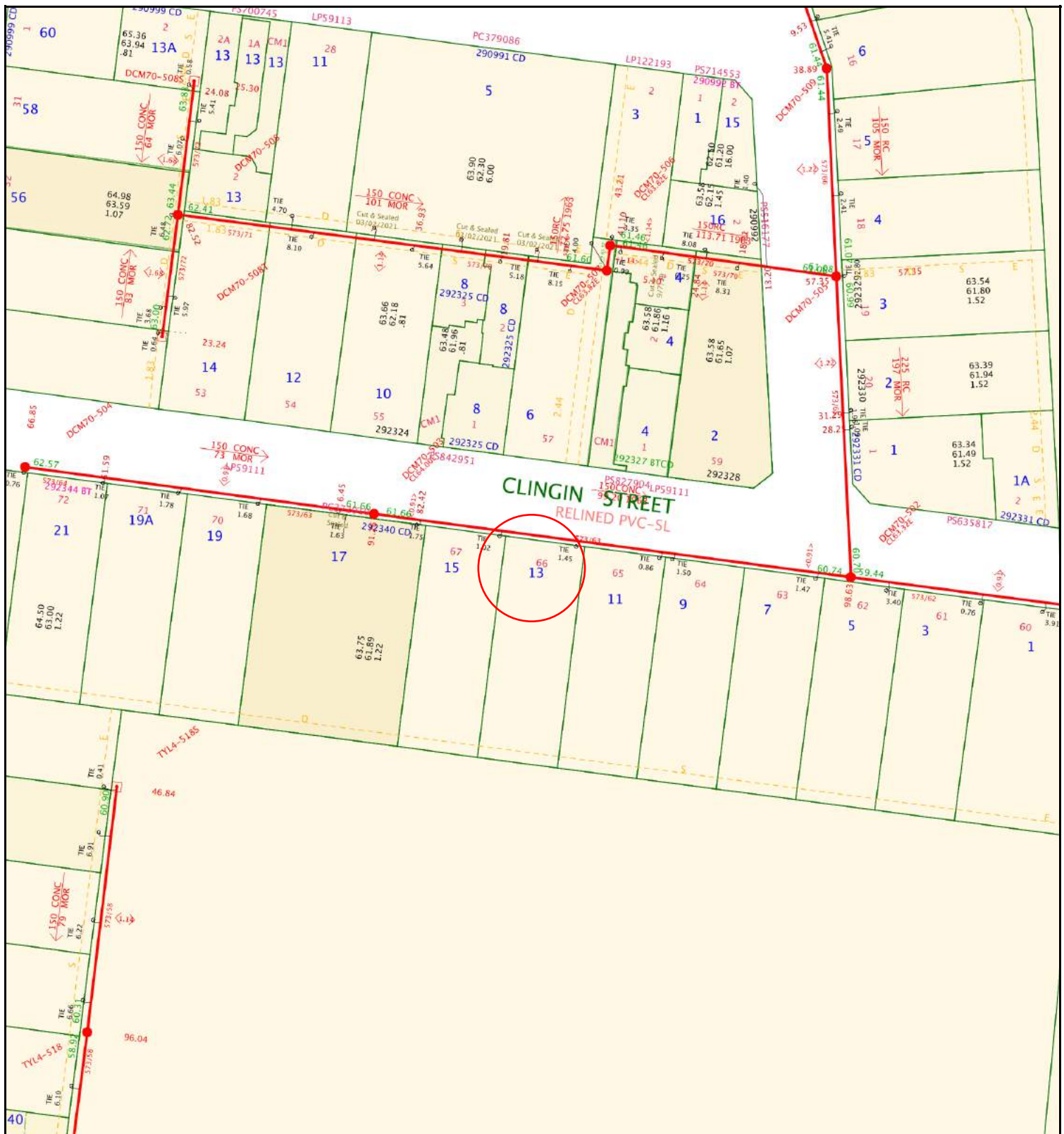
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









**Yarra Valley Water  
Information Statement  
Number: 30779001**

<b>Address</b>	13 CLINGIN STREET RESERVOIR 3073
<b>Date</b>	07/07/2023
<b>Scale</b>	1:1000



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

Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		<1.00>	MW Drainage Manhole	
Existing Sewer		Sewer Offset			MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch				

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

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

## RATES CERTIFICATE

Account No: 7535251026  
Rate Certificate No: 30779001

Date of Issue: 07/07/2023  
Your Ref: 62838

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 CLINGIN ST, RESERVOIR VIC 3073	66\LP59111	1122502	Residential


Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	09-03-2023 to 13-06-2023	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	09-03-2023 to 13-06-2023	\$0.00	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
Residential Water and Sewer Usage Charge **		\$0.00	\$0.00

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	<b>Balance Brought Forward</b> \$0.00
	<b>Total for This Property</b> \$187.01

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer

## **Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

### **To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham 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)

**Property No:** 1122502

**Address:** 13 CLINGIN ST, RESERVOIR VIC 3073

**Water Information Statement Number:** 30779001

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 75352510262

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



the place to live

ABN 75 815 980 522

# VALUATION AND RATE NOTICE

For the period 1 July 2023 to 30 June 2024

## ASSESSMENT NUMBER

**5805 7**

## DATE OF ISSUE

**10/08/2023**

**\$479.60**

payable by

**30 September 2023**

**Any arrears shown on this notice are payable immediately**



Clingin Street Pty Ltd  
11/7-29 Little Palmerston St  
CARLTON VIC 3053

022  
R0\_139810

**Property Address** 11 Clingin Street RESERVOIR VIC 3073

**Property Description** Lot 65 LP 59111

**Property Owner:** Clingin Street Pty Ltd

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
<b>1st January 2023</b>	<b>770,000</b>	<b>790,000</b>	<b>39,500</b>	<b>110.3</b>

Public Waste Service Rate	0.00006124 x 790,000	\$48.40
Kerbside Waste Service Charge		\$293.05
Larger Food & Green Waste Bin 240L		\$62.00
Fire Services Property Levy - Residential	\$125.00 + 0.000046 x 790,000	\$161.35
Residential Rate	0.00169972 x 790,000	\$1,342.80
<b>Total</b>		<b>\$1,907.60</b>

### Four Instalments

30/09/2023	\$479.60
30/11/2023	\$476.00
28/02/2024	\$476.00
31/05/2024	\$476.00

### Ten Monthly Instalments (Council Initiated Direct Debits Only)

15/09/2023	\$197.60	15/02/2024	\$190.00
15/10/2023	\$190.00	15/03/2024	\$190.00
15/11/2023	\$190.00	15/04/2024	\$190.00
15/12/2023	\$190.00	15/05/2024	\$190.00
15/01/2024	\$190.00	15/06/2024	\$190.00

Payments made after 07th August 2023 may not be reflected on this notice.

State Government Requirement - For Your Information Only  
Darebin City Council have 7 differential rates, all rates are levied on the Capital Improved Value (CIV).  
Your rate in the dollar is shown in the main body of this notice.  
It is now a requirement to show the following:



For emailed notices:  
**darebin.enotices.com.au**  
Reference No: **FF0E8610FZ**

Category	Rate in Dollar	Total Rates for CIV =	Category	Rate in Dollar	Total Rates for CIV =
Residential	0.00169972	\$1,342.80	Retail Vacant Land	0.00679889	\$5,371.10
Residential Vacant Land	0.00509916	\$4,028.35	Mixed Use Land	0.00237961	\$1,879.90
Business	0.00297451	\$2,349.85	Cultural and Recreation	0.00148726	\$1,174.95
Business Vacant Land	0.00679889	\$5,371.10			

Name: Clingin Street Pty Ltd

Property Address: 11 Clingin Street RESERVOIR VIC 3073

Assessment No. **5805 7**

1st Instalment: **\$479.60**

Payable By: **30th September 2023**



Council Use Only



Call: 1300 954 297  
Assessment No. **58057**



Visit: [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au)  
Assessment No. **58057**



Bill Code: 7831  
Ref: **0058057**



Billpay Code: 0325  
Ref: **0058 057**

Pay in-store at Australia Post,  
by phone 13 18 16, or online  
at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*325 0058057

Council also offers alternate payment plans if you need more time. If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us by visiting [darebin.vic.gov.au](http://darebin.vic.gov.au) or on 03 8470 8888.

**SEE REVERSE FOR IMPORTANT INFORMATION AND PAYMENT METHODS**

### Valuation of this property

State Government – Valuing Authority  
Revaluations are now performed annually by the State Government through the Valuer General Victoria. Rates are based on the Capital Improved Value (CIV) of each property. The CIV is the total market value of land plus the value of any improvements made to the property. The 2023/2024 rates are based on the valuation at 1 January 2023.

Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered.

Please visit [ratingvaluationobjections.vic.gov.au](http://ratingvaluationobjections.vic.gov.au) to complete the prescribed form. Alternatively, please contact Council on 8470 8888 to discuss.

Discussion with a Valuer General appointed valuer is recommended prior to lodging an objection.

### Other Authorities

Property Valuations may also be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office (SRO) uses the site value in assessing Land Tax.

**All Land Tax enquiries must be directed to the SRO. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.**

### Payment of rates and charges

- Pay in four instalments** as shown on the front of this notice. Instalment notices will be issued for the 2nd, 3rd and 4th Instalments. There is no provision to pay in full at a later date.
- Direct Debit** – either by 4 Instalments or 10 monthly Instalments as shown on the front of this notice. Go to [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates) for more information and to register.
- By Payment Plan** You may apply for a payment plan. To apply for a payment plan please visit [darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Financial-assistance-options](http://darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Financial-assistance-options)

### Penalties for failing to pay

Penalty Interest on any arrears of Rates and Charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Late or non-payment of rates and charges will incur an interest penalty in accordance with the Penalty Interest Rate Act 1983 (Currently 10% per annum)  
Interest will be charged on overdue instalment amounts from the due date of each instalment until payment is received, at the prescribed rate.

### Overdue Rates

If you are having difficulties paying your rates by the due dates, please contact Council on 03 8470 8888 for assistance.  
Any arrears shown on the front of this notice are payable immediately, accounts outstanding may be the subject of legal action and interest charges without further notice.

### Allocation of payments

All payments will be allocated in the following order of priority.

- Legal Costs Owing (if any)
- Interest Owing (if any)
- Arrears Owing (if any)
- Current Rates Owing

### Pensioners

Holders of a Pension Concession Card and some Veterans' Affairs Gold Cards may be entitled to a rebate on their rates. If you have previously applied, you do not need to reapply unless the rebate does not appear on your annual Valuation and Rate notice.

### Hardship Policy

The Local Government Act 1989 permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

Waivers will only be considered in exceptional circumstances and will require a Council resolution. Anyone who is having difficulty paying part or all of their rates, charges or Fire Services Property Levy, should contact Council's Revenue Services Unit on (03) 8470 8888.

### Review of differential rating

Under Section 183 of the Local Government Act 1989, you may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of Council's decision to classify land as a particular type or class for differential rating purposes within 30 days of this notice.

### Appeal against rates and charges

Under Section 184 of the Local Government Act 1989, you may appeal to the County Court a rate or charge, on specific grounds, within 60 days of this notice.

### Compliance with rates cap

Council complies with the Victorian Government's rates cap of 3.5 per cent for 2023/2024. This applies to the average annual increase of rates and charges. These may have increased or decreased by a different percentage amount for the following reasons –

- the valuation of your property relative to the valuation of other properties in municipal district;
- the application of any differential rate by Council;
- the inclusion of other rates and charges not covered by the Victorian Government's rates cap

### Australian Valuation Property Classification Code

The AVPCC shown on the front of this notice is the Australian Valuation Property Classification Code. The AVPCC is allocated to each property according to the use of the land.

The AVPCC is used to determine the Fire Services Property Levy land use classification.

### Privacy

The collection and handling of personal information is in accordance with Council's Privacy Policy which is outlined on Council's website and available for inspection at, or collection from, Council's Customer Service centre/s.

### Change of property ownership and mailing address

All changes of address must be notified to Council, please visit [darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Change-of-address-name-or-ownership](http://darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Change-of-address-name-or-ownership)

For a change in ownership Council must receive a Notice of Acquisition from the purchaser or their legal representative within one month of sale.

**For more information regarding valuations and pension rebates, please visit [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates) or contact Council on (03) 8470 8888.**

**Date Rates and Charges Declared 26th June 2023**

## METHODS OF PAYMENT



### INTERNET

Pay online at [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au), click on Rates Payment and enter your Assessment Number (Visa and MasterCard only)



### DIRECT DEBIT

Register at [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates)

(Bank Account and Credit Card available)



### INTERNET / PHONE

Contact your participating Bank, Credit Union or Building Society to make this payment from your cheque or savings account or credit card.



### IN PERSON AT COUNCIL

Cash, Cheque and EFTPOS (Debit and Credit Cards accepted – Visa, MasterCard, American Express)

Preston Customer Service Centre  
274 Gower Street, Preston 3072  
8.30am – 5.00pm Monday to Friday

Northcote Customer Service Centre  
32-38 Separation Street, Northcote  
10.00am – 5.00pm Monday to Friday

Reservoir Community and Learning Centre  
23 Edwards Street, Reservoir 3073  
10.00am – 5.00pm Monday to Friday



### PHONE

Phone 1300 954 297 and enter your Assessment Number (Visa and MasterCard only).



### AUSTRALIA POST

Pay in person at Australia Post by presenting this notice intact.

Phone 13 18 16 or go to [www.postbillpay.com.au](http://www.postbillpay.com.au) (Visa and MasterCard Only)



### MAIL

Detach payment slip and mail with cheque to:

City of Darebin  
PO Box 91, Preston Vic 3072

A receipt will not be issued for payments received by mail.

## Darebin Solar Saver is open!



the place  
to live



### Interested in getting solar panels?

Darebin's Solar Saver Program will set you on the right track with our reputable installer and great warranty.

#### **Benefits of the Rates Program:**

- We pay the upfront costs up to \$6,000. You pay us back over a 10-year period. No interest, no GST!
- Receive a free no obligation quote from our supplier.
- The savings you make on your energy bills will outweigh your repayments to Council.
- A range of sizes of systems are available. our trusted installer will know the best size for you according to your energy consumption.
- Eligibility criteria apply.
- Already have solar? Great! Tell your friends and family and help them save on their energy bills.

The Solar Saver program has helped more than 1,950 Darebin residents and businesses make the switch to renewable solar energy. Don't miss out on your opportunity to not only save on energy costs but also reduce your environmental footprint.

**For more information**  
**[darebin.vic.gov.au/solar](http://darebin.vic.gov.au/solar)**

Check your eligibility  
and register:



#### CITY OF DAREBIN

274 Gower Street, Preston  
PO Box 91, Preston, Vic 3072  
T 8470 8888 F 8470 8877  
E [mailbox@darebin.vic.gov.au](mailto:mailbox@darebin.vic.gov.au)  
[darebin.vic.gov.au](http://darebin.vic.gov.au)

 **National Relay Service**  
[relayservice.gov.au](http://relayservice.gov.au)

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.

 **Speak Your Language**  
T 8470 8470

العربية	Italiano	Soomalii
繁體中文	Македонски	Español
Ελληνικά	नेपाली	اردو
हिंदी	ਪੰਜਾਬੀ	Tiếng Việt



### WHAT IS MY PROPERTY VALUED AT?

Property Valuations are now being undertaken every year. The Valuer-General Victoria will now be responsible for all valuations. Valuations for the 2023/24 rating year are based on property values as at 1 January 2023.

**Site Value** - market value of the land exclusive of any improvements.

**Capital Improved Value (CIV)** - total market value of the land plus the value of improvements made to the property including the house, other buildings and other improvements.

**Net Annual Value** - annual rental a property would render less the landlord's outgoings. Residential NAVs are not a true annual rental, rather by legislation 5 per cent of the CIV.

### WHAT IF I DON'T AGREE WITH MY PROPERTY VALUATION?

If you would like to discuss your valuation please contact Council on **(03) 8470 8888**.

Council will forward complaints and objections to the Valuer-General Victoria as required.

### NEED MORE TIME TO PAY YOUR RATES?

If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us to discuss options.

Under our Rates Financial Hardship Policy, Darebin ratepayers can apply to us for assistance with rates or charges levied on a property.

Council also offers alternate payment plans if you need more time. A pension rebate is also available.

If you have any questions please contact Council on **8470 8888** or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

Further information can also be found at [darebin.vic.gov.au/rates](http://darebin.vic.gov.au/rates)



### STAY UP-TO-DATE WITH 'YOUR DAREBIN'

To stay up-to-date with the latest local news, subscribe to our monthly online newsletter 'Your Darebin'.

Visit [darebin.vic.gov.au/council-newsletters](http://darebin.vic.gov.au/council-newsletters) or scan the QR code below and follow the links to subscribe to our online newsletter and have it delivered to your inbox each month.



### KEEP UP-TO-DATE WITH COUNCIL NEWS VIA OUR SOCIAL PLATFORMS.



[/cityofdarebin](https://www.facebook.com/cityofdarebin)



[/cityofdarebin](https://twitter.com/cityofdarebin)



[/darebincitycouncil](https://www.youtube.com/c/cityofdarebin)



[/darebincouncil](https://www.instagram.com/cityofdarebin)



### DO YOU WANT TO RECEIVE YOUR RATE NOTICES BY EMAIL?

#### eNotices

Register with eNotices to get your rate notice delivered by email.

An eNotice account will give you the ability to:

- have one account for all your properties
- re-print or download extra copies of your notices
- view all past notices.

Go to [darebin.enotices.com.au](http://darebin.enotices.com.au) to register.

#### BPay View

Register with your bank to have your rate notice delivered to your online banking.

BPay View allows your bank to notify you when your rate notice is available to view, making it easy to pay on time, every time.

Go to [bpay.com.au](http://bpay.com.au) for further information.



National Relay Service  
[relayservice.gov.au](http://relayservice.gov.au)

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.



Speak Your Language

T 8470 8470

العربية

नेपाली

繁體中文

Ελληνικά

हिन्दी

italiano

Makepehokker

සමාලි

Español

Tiếng Việt

#### CITY OF DAREBIN

274 Gower Street, Preston | PO Box 91, Preston, Vic 3072

T 8470 8888 | F 8470 8877 | E [mailbox@darebin.vic.gov.au](mailto:mailbox@darebin.vic.gov.au)

[darebin.vic.gov.au](http://darebin.vic.gov.au)



the place  
to live

YOUR RATES  
MAKE DAREBIN  
THE PLACE  
TO LIVE





### MAYOR'S MESSAGE

Darebin City Council's 2023/24 budget is community focused, delivering projects and services that are highly valued by residents, businesses and visitors.

Your rates will help fund and deliver over 100 essential services, including road safety improvements, kerbside waste collection, road resurfacing, footpath maintenance and upgrades, park and playground maintenance, as well as crucial services such as kindergarten, immunisation and home care for our vulnerable and elderly residents.

We're investing more than \$110 million in essential community services and \$30 million in capital projects

We consulted with the community on our budget to understand your priorities and ensure we meet your future needs and expectations, while safeguarding Darebin's financial stability.

I would like to thank everyone who gave us their feedback. I am proud we are all contributing to creating a more equitable, vibrant and connected community.

Together, we can make Darebin an even better place to live, work, play, and shop.

Warmest regards,

**Cr Julie Williams**  
Mayor

## WHAT DO I GET FOR MY RATES?

- Capital works**  
Investment of \$30M in capital projects this year
- Libraries**  
Three libraries open seven days a week and one six days a week with physical and digital collections in over nine languages
- Family services**  
21,000 immunisations.  
Registration of 17,000 pets
- Supported and connected living**  
150,000 hours of services, programs and assistance for older people in our community



- Economic development and COVID recovery**  
Fostering a resilient economy through employment opportunities, new industries and business support
- Building and assets**  
Building maintenance, equipment maintenance and upgrade of infrastructure
- Parks and open space**  
Maintenance of more than 56 sporting fields and ovals: Planting of 1200 trees and 100,000 native plants
- Environment and amenity**  
Maintenance of over 30km of shared paths for walking and bike riding
- Waste collection and sweeping**  
Collection of over 50,000 tonnes of kerbside recycling and organic waste along with two hard waste collections. 72,000 kilometres travelled by streetsweepers for roadside cleaning

- Planning and development**  
Support for the install of 150 solar systems to residential homes

### HOW ARE MY RATES CALCULATED?

Council rates are a property tax that is based on the valuation of each property. Rates are calculated using the Capital Improved Value (CIV) of your property.

Determining how much each property pays involves determining the total amount of rate revenue required and dividing this across the total value of all properties in the municipality to establish a rate in the dollar. The rate in the dollar is then applied to each individual property's CIV to calculate its rates.

**The formula to calculate rates is:**  
CIV x rate in the dollar = rates payable  
Different property types (e.g. commercial, industrial) may be rated at a different rate in the dollar.

### RATE INCREASE 2023/24

Each year the Minister for Local Government sets the rate cap amount based on the forecast Consumer Price Index (CPI) and advice from the Essential Services Commission (ESC). For the 2023/24 financial year, the Minister has set the rate cap at 3.50 per cent.

The rate cap applies to Council's total amount of rates revenue only – not individual properties. Individual rates bills may increase or decrease by more (or less) than the capped rise amount due to their annual valuation movements

Only the general rate and municipal charges part of a rates bill are subject to the cap. Other parts, such as waste charges and other user fees and levies, remain uncapped.

### WHAT ARE THE OTHER CHARGES ON MY RATES NOTICE?

- You'll notice three separate charges on your rates notice, these include:
  - A **Kerbside Waste Service** charge for your bin collection and waste processing. This covers the cost of the food and green waste recycling service for all eligible households and the Victorian Government's increased landfill levy.
  - A **Public Waste Service Rate** to pay for street cleaning, dumped rubbish collection and public litter bins throughout Darebin.
  - A **Fire Services Property Levy** collected on behalf of the Victorian Government to help pay for the state's fire and emergency services.



the place to live

ABN 75 815 980 522

# VALUATION AND RATE NOTICE

For the period 1 July 2023 to 30 June 2024

## ASSESSMENT NUMBER

**5806 5**

## DATE OF ISSUE

**10/08/2023**

**\$506.95**

payable by

**30 September 2023**

**Any arrears shown on this notice are payable immediately**



Clingin Street Pty Ltd  
11/7-29 Little Palmerston St  
CARLTON VIC 3053

022  
R0\_139870

**Property Address** 13 Clingin Street RESERVOIR VIC 3073

**Property Description** Lot 66 LP 059111

**Property Owner:** Clingin Street Pty Ltd

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
<b>1st January 2023</b>	<b>830,000</b>	<b>850,000</b>	<b>42,500</b>	<b>110.3</b>

Public Waste Service Rate	0.00006124 x 850,000	\$52.05
Kerbside Waste Service Charge		\$293.05
Larger Food & Green Waste Bin 240L		\$62.00
Fire Services Property Levy - Residential	\$125.00 + 0.000046 x 850,000	\$164.10
Residential Rate	0.00169972 x 850,000	\$1,444.75
<b>Total</b>		<b>\$2,015.95</b>

### Four Instalments

30/09/2023	\$506.95
30/11/2023	\$503.00
28/02/2024	\$503.00
31/05/2024	\$503.00

### Ten Monthly Instalments (Council Initiated Direct Debits Only)

15/09/2023	\$206.95	15/02/2024	\$201.00
15/10/2023	\$201.00	15/03/2024	\$201.00
15/11/2023	\$201.00	15/04/2024	\$201.00
15/12/2023	\$201.00	15/05/2024	\$201.00
15/01/2024	\$201.00	15/06/2024	\$201.00

Payments made after 07th August 2023 may not be reflected on this notice.

State Government Requirement - For Your Information Only  
Darebin City Council have 7 differential rates, all rates are levied on the Capital Improved Value (CIV).  
Your rate in the dollar is shown in the main body of this notice.  
It is now a requirement to show the following:



For emailed notices:  
[darebin.enotices.com.au](http://darebin.enotices.com.au)  
Reference No: **D285156CDT**

Category	Rate in Dollar	Total Rates for CIV =	Category	Rate in Dollar	Total Rates for CIV =
Residential	0.00169972	\$1,444.75	Retail Vacant Land	0.00679889	\$5,779.05
Residential Vacant Land	0.00509916	\$4,334.30	Mixed Use Land	0.00237961	\$2,022.65
Business	0.00297451	\$2,528.35	Cultural and Recreation	0.00148726	\$1,264.15
Business Vacant Land	0.00679889	\$5,779.05			

Name: Clingin Street Pty Ltd

Property Address: 13 Clingin Street RESERVOIR VIC 3073

Assessment No. **5806 5**

1st Instalment: **\$506.95**

Payable By: **30th September 2023**



Council Use Only



Call: 1300 954 297  
Assessment No. **58065**



Visit: [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au)  
Assessment No. **58065**



Bill Code: 7831  
Ref: **0058065**



Billpay Code: 0325  
Ref: **0058 065**

Pay in-store at Australia Post,  
by phone 13 18 16, or online  
at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*325 0058065

Council also offers alternate payment plans if you need more time. If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us by visiting [darebin.vic.gov.au](http://darebin.vic.gov.au) or on 03 8470 8888.

**SEE REVERSE FOR IMPORTANT INFORMATION AND PAYMENT METHODS**

### Valuation of this property

State Government – Valuing Authority  
Revaluations are now performed annually by the State Government through the Valuer General Victoria. Rates are based on the Capital Improved Value (CIV) of each property. The CIV is the total market value of land plus the value of any improvements made to the property. The 2023/2024 rates are based on the valuation at 1 January 2023.

Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered.

Please visit [ratingvaluationobjections.vic.gov.au](http://ratingvaluationobjections.vic.gov.au) to complete the prescribed form. Alternatively, please contact Council on 8470 8888 to discuss.

Discussion with a Valuer General appointed valuer is recommended prior to lodging an objection.

### Other Authorities

Property Valuations may also be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office (SRO) uses the site value in assessing Land Tax.

**All Land Tax enquiries must be directed to the SRO. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.**

### Payment of rates and charges

- Pay in four instalments** as shown on the front of this notice. Instalment notices will be issued for the 2nd, 3rd and 4th Instalments. There is no provision to pay in full at a later date.
- Direct Debit** – either by 4 Instalments or 10 monthly Instalments as shown on the front of this notice. Go to [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates) for more information and to register.
- By Payment Plan** You may apply for a payment plan. To apply for a payment plan please visit [darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Financial-assistance-options](http://darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Financial-assistance-options)

### Penalties for failing to pay

Penalty Interest on any arrears of Rates and Charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Late or non-payment of rates and charges will incur an interest penalty in accordance with the Penalty Interest Rate Act 1983 (Currently 10% per annum)  
Interest will be charged on overdue instalment amounts from the due date of each instalment until payment is received, at the prescribed rate.

### Overdue Rates

If you are having difficulties paying your rates by the due dates, please contact Council on 03 8470 8888 for assistance.  
Any arrears shown on the front of this notice are payable immediately, accounts outstanding may be the subject of legal action and interest charges without further notice.

### Allocation of payments

All payments will be allocated in the following order of priority.

- Legal Costs Owing (if any)
- Interest Owing (if any)
- Arrears Owing (if any)
- Current Rates Owing

### Pensioners

Holders of a Pension Concession Card and some Veterans' Affairs Gold Cards may be entitled to a rebate on their rates. If you have previously applied, you do not need to reapply unless the rebate does not appear on your annual Valuation and Rate notice.

### Hardship Policy

The Local Government Act 1989 permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

Waivers will only be considered in exceptional circumstances and will require a Council resolution. Anyone who is having difficulty paying part or all of their rates, charges or Fire Services Property Levy, should contact Council's Revenue Services Unit on (03) 8470 8888.

### Review of differential rating

Under Section 183 of the Local Government Act 1989, you may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of Council's decision to classify land as a particular type or class for differential rating purposes within 30 days of this notice.

### Appeal against rates and charges

Under Section 184 of the Local Government Act 1989, you may appeal to the County Court a rate or charge, on specific grounds, within 60 days of this notice.

### Compliance with rates cap

Council complies with the Victorian Government's rates cap of 3.5 per cent for 2023/2024. This applies to the average annual increase of rates and charges. These may have increased or decreased by a different percentage amount for the following reasons –

- the valuation of your property relative to the valuation of other properties in municipal district;
- the application of any differential rate by Council;
- the inclusion of other rates and charges not covered by the Victorian Government's rates cap

### Australian Valuation Property Classification Code

The AVPCC shown on the front of this notice is the Australian Valuation Property Classification Code. The AVPCC is allocated to each property according to the use of the land.

The AVPCC is used to determine the Fire Services Property Levy land use classification.

### Privacy

The collection and handling of personal information is in accordance with Council's Privacy Policy which is outlined on Council's website and available for inspection at, or collection from, Council's Customer Service centre/s.

### Change of property ownership and mailing address

All changes of address must be notified to Council, please visit [darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Change-of-address-name-or-ownership](http://darebin.vic.gov.au/About-Council/Rates-and-responsibilities/Change-of-address-name-or-ownership)

For a change in ownership Council must receive a Notice of Acquisition from the purchaser or their legal representative within one month of sale.

**For more information regarding valuations and pension rebates, please visit [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates) or contact Council on (03) 8470 8888.**

**Date Rates and Charges Declared 26th June 2023**

## METHODS OF PAYMENT



### INTERNET

Pay online at [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au), click on Rates Payment and enter your Assessment Number (Visa and MasterCard only)



### DIRECT DEBIT

Register at [www.darebin.vic.gov.au/rates](http://www.darebin.vic.gov.au/rates)

(Bank Account and Credit Card available)



### INTERNET / PHONE

Contact your participating Bank, Credit Union or Building Society to make this payment from your cheque or savings account or credit card.



### IN PERSON AT COUNCIL

Cash, Cheque and EFTPOS (Debit and Credit Cards accepted – Visa, MasterCard, American Express)

Preston Customer Service Centre  
274 Gower Street, Preston 3072  
8.30am – 5.00pm Monday to Friday

Northcote Customer Service Centre  
32-38 Separation Street, Northcote  
10.00am – 5.00pm Monday to Friday

Reservoir Community and Learning Centre  
23 Edwards Street, Reservoir 3073  
10.00am – 5.00pm Monday to Friday



### PHONE

Phone 1300 954 297 and enter your Assessment Number (Visa and MasterCard only).



### AUSTRALIA POST

Pay in person at Australia Post by presenting this notice intact.

Phone 13 18 16 or go to [www.postbillpay.com.au](http://www.postbillpay.com.au) (Visa and MasterCard Only)



### MAIL

Detach payment slip and mail with cheque to:

City of Darebin  
PO Box 91, Preston Vic 3072

A receipt will not be issued for payments received by mail.

## Darebin Solar Saver is open!



the place  
to live



### Interested in getting solar panels?

Darebin's Solar Saver Program will set you on the right track with our reputable installer and great warranty.

#### **Benefits of the Rates Program:**

- We pay the upfront costs up to \$6,000. You pay us back over a 10-year period. No interest, no GST!
- Receive a free no obligation quote from our supplier.
- The savings you make on your energy bills will outweigh your repayments to Council.
- A range of sizes of systems are available. our trusted installer will know the best size for you according to your energy consumption.
- Eligibility criteria apply.
- Already have solar? Great! Tell your friends and family and help them save on their energy bills.

The Solar Saver program has helped more than 1,950 Darebin residents and businesses make the switch to renewable solar energy. Don't miss out on your opportunity to not only save on energy costs but also reduce your environmental footprint.

**For more information**  
**[darebin.vic.gov.au/solar](http://darebin.vic.gov.au/solar)**

Check your eligibility  
and register:



#### CITY OF DAREBIN

274 Gower Street, Preston  
PO Box 91, Preston, Vic 3072  
T 8470 8888 F 8470 8877  
E [mailbox@darebin.vic.gov.au](mailto:mailbox@darebin.vic.gov.au)  
[darebin.vic.gov.au](http://darebin.vic.gov.au)

 **National Relay Service**  
[relayservice.gov.au](http://relayservice.gov.au)

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.

 **Speak Your Language**  
T 8470 8470

العربية	Italiano	Soomalii
繁體中文	Македонски	Español
Ελληνικά	नेपाली	اردو
हिंदी	ਪੰਜਾਬੀ	Tiếng Việt

### WHAT IS MY PROPERTY VALUED AT?

Property Valuations are now being undertaken every year. The Valuer-General Victoria will now be responsible for all valuations. Valuations for the 2023/24 rating year are based on property values as at 1 January 2023.

**Site Value** - market value of the land exclusive of any improvements.

**Capital Improved Value (CIV)** - total market value of the land plus the value of improvements made to the property including the house, other buildings and other improvements.

**Net Annual Value** - annual rental a property would render less the landlord's outgoings. Residential NAVs are not a true annual rental, rather by legislation 5 per cent of the CIV.

### WHAT IF I DON'T AGREE WITH MY PROPERTY VALUATION?

If you would like to discuss your valuation please contact Council on **(03) 8470 8888**.

Council will forward complaints and objections to the Valuer-General Victoria as required.

### NEED MORE TIME TO PAY YOUR RATES?

If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us to discuss options.

Under our Rates Financial Hardship Policy, Darebin ratepayers can apply to us for assistance with rates or charges levied on a property.

Council also offers alternate payment plans if you need more time. A pension rebate is also available.

If you have any questions please contact Council on **8470 8888** or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

Further information can also be found at [darebin.vic.gov.au/rates](http://darebin.vic.gov.au/rates)



### STAY UP-TO-DATE WITH 'YOUR DAREBIN'

To stay up-to-date with the latest local news, subscribe to our monthly online newsletter 'Your Darebin'.

Visit [darebin.vic.gov.au/council-newsletters](http://darebin.vic.gov.au/council-newsletters) or scan the QR code below and follow the links to subscribe to our online newsletter and have it delivered to your inbox each month.



### KEEP UP-TO-DATE WITH COUNCIL NEWS VIA OUR SOCIAL PLATFORMS.



[/cityofdarebin](https://www.facebook.com/cityofdarebin)



[/cityofdarebin](https://twitter.com/cityofdarebin)



[/darebincitycouncil](https://www.youtube.com/c/cityofdarebin)



[/darebincouncil](https://www.instagram.com/cityofdarebin)



### DO YOU WANT TO RECEIVE YOUR RATE NOTICES BY EMAIL?

#### eNotices

Register with eNotices to get your rate notice delivered by email.

An eNotice account will give you the ability to:

- have one account for all your properties
- re-print or download extra copies of your notices
- view all past notices.

Go to [darebin.enotices.com.au](http://darebin.enotices.com.au) to register.

#### BPay View

Register with your bank to have your rate notice delivered to your online banking.

BPay View allows your bank to notify you when your rate notice is available to view, making it easy to pay on time, every time.

Go to [bpay.com.au](http://bpay.com.au) for further information.



National Relay Service  
[relayservice.gov.au](http://relayservice.gov.au)

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service.



Speak Your Language  
T 8470 8470

العربية العربية  
Makepehokor  
Soomalii  
Español  
Italiano  
Tiếng Việt

#### CITY OF DAREBIN

274 Gower Street, Preston | PO Box 91, Preston, Vic 3072  
T 8470 8888 | F 8470 8877 | E [mailbox@darebin.vic.gov.au](mailto:mailbox@darebin.vic.gov.au)  
[darebin.vic.gov.au](http://darebin.vic.gov.au)



the place  
to live

YOUR RATES  
MAKE DAREBIN  
THE PLACE  
TO LIVE





### MAYOR'S MESSAGE

Darebin City Council's 2023/24 budget is community focused, delivering projects and services that are highly valued by residents, businesses and visitors.

Your rates will help fund and deliver over 100 essential services, including road safety improvements, kerbside waste collection, road resurfacing, footpath maintenance and upgrades, park and playground maintenance, as well as crucial services such as kindergarten, immunisation and home care for our vulnerable and elderly residents.

We're investing more than \$110 million in essential community services and \$30 million in capital projects

We consulted with the community on our budget to understand your priorities and ensure we meet your future needs and expectations, while safeguarding Darebin's financial stability.

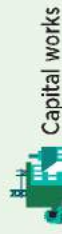
I would like to thank everyone who gave us their feedback. I am proud we are all contributing to creating a more equitable, vibrant and connected community.

Together, we can make Darebin an even better place to live, work, play, and shop.

Warmest regards,

**Cr Julie Williams**  
Mayor

## WHAT DO I GET FOR MY RATES?



### Capital works

Investment of \$30M in capital projects this year



### Libraries

Three libraries open seven days a week and one six days a week with physical and digital collections in over nine languages



### Family services

21,000 immunisations.  
Registration of 17,000 pets



### Supported and connected living

150,000 hours of services, programs and assistance for older people in our community



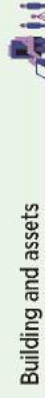
### Planning and development

Support for the install of 150 solar systems to residential homes



### Economic development and COVID recovery

Fostering a resilient economy through employment opportunities, new industries and business support



### Building and assets

Building maintenance, equipment maintenance and upgrade of infrastructure



### Parks and open space

Maintenance of more than 56 sporting fields and ovals: Planting of 1200 trees and 100,000 native plants



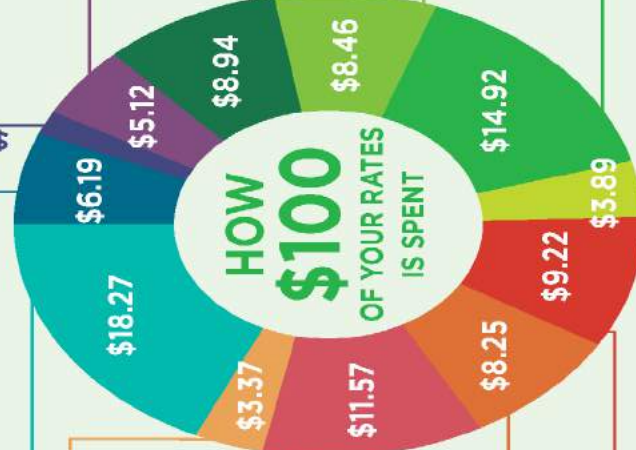
### Environment and amenity

Maintenance of over 30km of shared paths for walking and bike riding



### Waste collection and sweeping

Collection of over 50,000 tonnes of kerbside recycling and organic waste along with two hard waste collections. 72,000 kilometres travelled by streetsweepers for roadside cleaning



**Road maintenance**  
Maintenance of roads, footpaths, lines, kerbs, drains, bridges, signage, bins and street furniture

**Culture and leisure**  
Performances, festivals, exhibitions and cultural collections

### HOW ARE MY RATES CALCULATED?

Council rates are a property tax that is based on the valuation of each property. Rates are calculated using the Capital Improved Value (CIV) of your property.

Determining how much each property pays involves determining the total amount of rate revenue required and dividing this across the total value of all properties in the municipality to establish a rate in the dollar. The rate in the dollar is then applied to each individual property's CIV to calculate its rates.

### The formula to calculate rates is:

$CIV \times \text{rate in the dollar} = \text{rates payable}$

Different property types (e.g. commercial, industrial) may be rated at a different rate in the dollar.

### RATE INCREASE 2023/24

Each year the Minister for Local Government sets the rate cap amount based on the forecast Consumer Price Index (CPI) and advice from the Essential Services Commission (ESC). For the 2023/24 financial year, the Minister has set the rate cap at 3.50 per cent.

The rate cap applies to Council's total amount of rates revenue only – not individual properties. Individual rates bills may increase or decrease by more (or less) than the capped rise amount due to their annual valuation movements

Only the general rate and municipal charges part of a rates bill are subject to the cap. Other parts, such as waste charges and other user fees and levies, remain uncapped.

### WHAT ARE THE OTHER CHARGES ON MY RATES NOTICE?

You'll notice three separate charges on your rates notice, these include:

- A **Kerbside Waste Service** charge for your bin collection and waste processing. This covers the cost of the food and green waste recycling service for all eligible households and the Victorian Government's increased landfill levy.
- A **Public Waste Service Rate** to pay for street cleaning, dumped rubbish collection and public litter bins throughout Darebin.
- A **Fire Services Property Levy** collected on behalf of the Victorian Government to help pay for the state's fire and emergency services.



# Property Clearance Certificate

## Land Tax



INFOTRACK / HUGHES LEGAL PTY LTD

**Your Reference:** 231310  
**Certificate No:** 69218028  
**Issue Date:** 01 FEB 2024  
**Enquiries:** ESYSPROD

**Land Address:** 11 CLINGIN STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12375552	65	59111	8724	822	\$4,836.56

**Vendor:** CLINGIN STREET PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CLINGIN STREET PTY LTD	2024	\$770,000	\$4,836.56	\$0.00	\$4,836.56

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$790,000

SITE VALUE: \$770,000

CURRENT LAND TAX CHARGE: \$4,836.56

# Notes to Certificate - Land Tax

Certificate No: 69218028

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## 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 = \$3,270.00

Taxable Value = \$770,000

Calculated as \$2,250 plus ( \$770,000 - \$600,000) multiplied by 0.600 cents.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 69218028

### 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: 69218028

### 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)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / HUGHES LEGAL PTY LTD

Your Reference: 231310

Certificate No: 69218028

Issue Date: 01 FEB 2024

Land Address: 11 CLINGIN STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
65	59111	8724	822

Vendor: CLINGIN STREET PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 69218028

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

---

## Windfall Gains Tax - Payment Options

**BPAY**



Billers Code: 416073  
Ref: 69218022

**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: 69218022

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# Property Clearance Certificate

## Land Tax



INFOTRACK / HUGHES LEGAL PTY LTD

**Your Reference:** 231310  
**Certificate No:** 69218078  
**Issue Date:** 01 FEB 2024  
**Enquiries:** ESYSPROD

**Land Address:** 13 CLINGIN STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12375560	66	59111	8724	823	\$5,213.44

**Vendor:** CLINGIN STREET PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CLINGIN STREET PTY LTD	2024	\$830,000	\$5,213.44	\$0.00	\$5,213.44

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$850,000

SITE VALUE: \$830,000

CURRENT LAND TAX CHARGE: \$5,213.44

# Notes to Certificate - Land Tax

**Certificate No:** 69218078

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## 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 = \$3,630.00

Taxable Value = \$830,000

Calculated as \$2,250 plus ( \$830,000 - \$600,000) multiplied by 0.600 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 69218078

**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: 69218078

**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)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / HUGHES LEGAL PTY LTD

Your Reference: 231310

Certificate No: 69218078

Issue Date: 01 FEB 2024

Land Address: 13 CLINGIN STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
66	59111	8724	823

Vendor: CLINGIN STREET PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

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

**Paul Broderick**

Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 69218078

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

---

## Windfall Gains Tax - Payment Options

**BPAY**



Billers Code: 416073  
Ref: 69218071

**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: 69218071

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



Reference No.: 69488428-016-2:94239  
Landata.online@victorianlrs.com.au

17 July 2023

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001



Dear Sir/ Madam,

**RE: 11 CLINGIN STREET RESERVOIR VIC 3073**

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

- **Building Permits issued in the past 10 years**

**PBS Permit No:** 27714/9795127321212  
**Reference No:** 64260/2022

**Type of Permit :** Building Permit  
**Issue Date :** 2 June 2022

Demolition of Dwelling 1a(a)

**Certificate of Final Inspection**

**Date Issued: 3 April 2023**

**Relevant Building Surveyor:** Minh Tran 9379 0009 (Phone Number)

- 
- Council records show that there are no current Building Notices &/OR Orders on this property.
  - Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
  - Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

**Important information** for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

Darebin City Council  
ABN 75 815 980 522

**Postal Address**  
PO Box 91  
Preston VIC 3072  
T 03 8470 8888  
darebin.vic.gov.au

**National Relay Service**  
TTY dial 133 677  
or Speak & Listen  
1300 555 727 or  
iprelay.com.au  
then enter  
03 8470 8888

**Speak your language**  
T 03 8470 8470

العربية

繁體中文

Ελληνικά

हिंदी

Italiano

Македонски

Soomalii

Tiếng Việt

\* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,

A handwritten signature in black ink, appearing to read 'L. Parente', written in a cursive style.

Leo Parente

**Municipal Building Surveyor**

Ph: 8470 8899

email: [building@darebin.vic.gov.au](mailto:building@darebin.vic.gov.au)

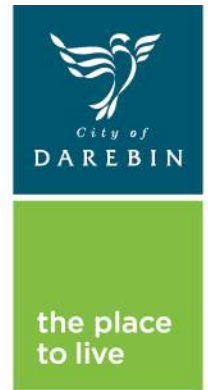
Ref. No: 69488428-016-2:94239

**PLEASE NOTE:** The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

Reference No.: 69488458-016-3:94242  
Landata.online@victorianlrs.com.au

17 July 2023

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001



Dear Sir/ Madam,

**RE: 13 CLINGIN STREET RESERVOIR VIC 3073**

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

- **Building Permits issued in the past 10 years**

**PBS Permit No:** 27714 / 3166370753550      **Type of Permit :** Building Permit  
**Reference No:** 64261/2022                      **Issue Date :** 2 June 2022

Demolition of Dwelling 1a(a)

**Certificate of Final Inspection**

**Date Issued: 3 April 2023**

**Relevant Building Surveyor:** Minh Tran 9379 0009 (Phone Number)

- 
- Council records show that there are no current Building Notices &/OR Orders on this property.
  - Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
  - Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

**Important information** for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

Darebin City Council  
ABN 75 815 980 522

**Postal Address**  
PO Box 91  
Preston VIC 3072  
T 03 8470 8888  
darebin.vic.gov.au

**National Relay Service**  
TTY dial 133 677  
or Speak & Listen  
1300 555 727 or  
iprelay.com.au  
then enter  
03 8470 8888

**Speak your language**  
T 03 8470 8470

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हिंदी  
Italiano  
Македонски  
Soomalii  
Tiếng Việt

\* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,

A handwritten signature in black ink, appearing to read 'L. Parente', written in a cursive style.

Leo Parente

**Municipal Building Surveyor**

Ph: 8470 8899

email: [building@darebin.vic.gov.au](mailto:building@darebin.vic.gov.au)

Ref. No: 69488458-016-3:94242

**PLEASE NOTE:** The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.



# Arcadia

11-13 Clingin St, Reservoir



Alluring,  
Admired,  
Aspirational

## Arcadia

Your Sanctuary of Sophistication Awaits  
in the Heart of Reservoir

# LOCATION

## Shopping and Eateries

- Summerhill Shopping Centre
- Northland Shopping centre
- Preston Market
- High Street Shopping Strip

## Primary Schools

- Preston North East Primary School
- Olympic Village Primary School
- Reservoir Primary School
- St Pius X Primary School

## Secondary Schools

- Reservoir High School
- Preston High School
- Ivanhoe Girls Grammar School
- Ivanhoe Grammar School

## Parks and Recreation

- La Trobe Sports Stadium
- Bundoora Park Farm and Golf
- Darebin Creek Forest Park
- Nangak Tamboree Wildlife Sanctuary
- Heidelberg Badminton Centre

1km to La Trobe University

1km to Northland Shopping Centre

3km to Austin Hospital

3km to Preston Market

15km to Melbourne CBD





10mins to Austin Hospital

15mins to Ivanhoe Grammar

5mins to Northland

25mins\* to Melbourne CBD

8mins to Preston Market





# Captivating Charms of Reservoir

Reservoir, a jewel of Melbourne, offers a lifestyle that is as dynamic as it is tranquil. Here, you find yourself part of a community that thrives in harmony, a neighbourhood that welcomes you with warmth, and a place where urban vibrance and suburban serenity perform a delightful dance.

Right at your doorstep, parks offer lush oasis of greenery, perfect for leisurely strolls, family picnics, or quiet moments of solitude. In this bustling suburb, the rhythm of life is defined by moments of peace, offering a perfect balance that enhances the quality of life.

But life at Reservoir is not just about tranquillity. The vibrant pulse of the city is never far. A diverse range of shopping centres cater to all your retail therapy needs, while prestigious schools and La Trobe University enrich the minds of young and old, making Reservoir not just a place to live, but a place to grow.

# Embracing the Pulse of Connectivity

The idyllic setting of Arcadia offers you the unique gift of tranquillity amidst the excitement of city life. On one hand, the serene Darebin Creek Trail invites you for leisurely walks, while the verdant expanse of CH Sullivan Memorial Park beckons for picnics and outdoor play. Here, life is measured in moments of peace and serenity.



Your active lifestyle 'finds a home here'. The local Cricket Club promises spirited games, and Ice HQ brings the thrill of ice-skating right to your doorstep. Your active lifestyle finds a home here, with amenities that cater to your adventurous spirit.

Within this captivating setting, Arcadia is a stone's throw from a plethora of shopping centres. The nearby Northland Shopping Centre, one of the largest in Melbourne's northern suburbs, offers an expansive retail experience, catering to a diverse range of lifestyle and everyday needs. Arcadia is also enviably close to Preston Market, a bustling hub of local food, produce, and independent retailers. Here, you can savour the best of the region's fresh, locally sourced produce, explore quirky independent shops, and delight in inviting eateries.

Life is not just about doing, it's also about tasting. At Arcadia, a culinary adventure awaits at every corner. From the rustic warmth of woodfire pizzas at Piazza 96 to the delectable flavours of soulful Gelatos at Cono Gelateria, and the hearty and locally sourced dishes at La Pinta, every meal is a celebration of taste and culture.



A photograph of a modern townhouse with a woman and a child walking on the sidewalk in front of it. The townhouse features a mix of materials, including dark vertical slats, light-colored brick, and large windows. The scene is set in a lush, green environment with trees and a clear sky.

# Crafting Masterpieces of Modern Living

A

Arcadia offers an enchanting, intimate enclave of 10 architecturally curated townhouses. Tucked away in the dynamic pulse of Reservoir, it is a destination that whispers the promise of modern sophistication, a perfect harmony of style and comfort.

Crafted with an eye for detail, these residences elegantly cater to an array of needs - an enticing first home buyer's dream, a haven for focused young professionals, a nurturing nest for growing families, a peaceful sanctuary for downsizers, and a lucrative opportunity for astute investors. This is not just a place to live, it's a space to evolve, a lifestyle to cherish.

Townhouses 1 to 6 are two-bedroom, double-storey residences, which encapsulate the epitome of modern elegance. Each room whispers a tale of careful design and attention to detail, crafting spaces that fuse comfort with a simplistic modern aesthetic.

Townhouses 7 to 10 stand tall as three-bedroom, triple-storey residences of distinction. Designed with space and luxury in mind, these homes offer room to grow, breathe and create memories. Each corner is thoughtfully designed to offer a seamless blend of spaciousness, comfort and style.





## Symphony of Elegance

Quality is the essence of Arcadia: a symphony of elegance, where every day is a masterpiece of design and comfort.

As you step past the threshold of an Arcadia townhouse, prepare to find yourself ensnared by the elegance that meets the eye. The beautiful stone facade, an ode to the timeless elements of nature, serves as a prelude to the symphony of sleek design that unfolds within. With exteriors that are a testament to modern architecture, Arcadia effortlessly sets the tone for luxury, which is seamlessly woven into the fabric of its design.



The architecture at Arcadia is not only about the building; it's about how it complements and enhances its natural surroundings. Each townhouse is a stunning testament to design well-blended with nature, with courtyard and balcony space that invites the outdoors in. These green spaces serve as private retreats, opening up a world where you can sip your morning coffee amidst bird songs or watch the stars twinkle in the night sky.

Step inside, and an intelligent, spacious layout weaves a story of comfort and style. Each room bathes in an abundance of natural light, enriching the space and highlighting the quality finishes. Stone benches radiate sophistication, while wooden floors underfoot add a touch of classic warmth. Each element, from the thoughtfully chosen materials to the meticulously planned layout, creates a harmonious balance that sings a sweet song of home.







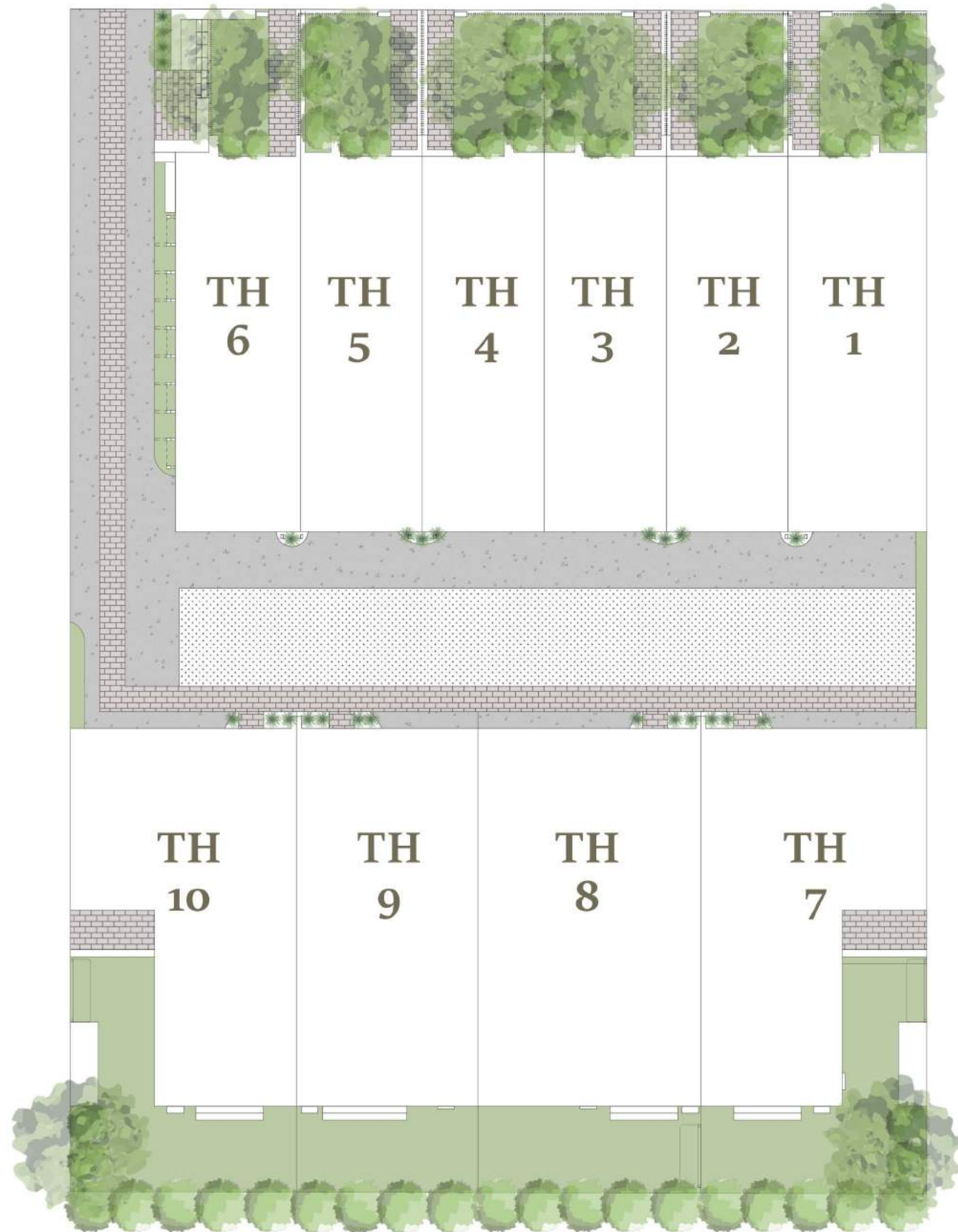
# A

Luxury isn't an afterthought at Arcadia, it's an integral part of the lifestyle it offers. Each design element, every finish and fitting, has been chosen not just to meet but to exceed your expectations.

Arcadia is more than a place to stay, it's a place to live, love and grow. Welcome home to Arcadia - where living is poetry, and poetry, a way of life.

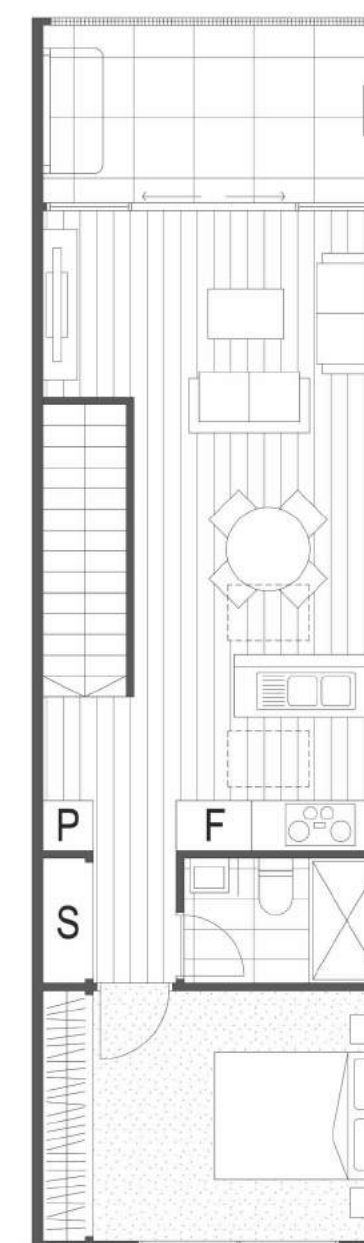
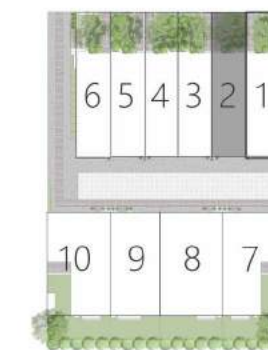
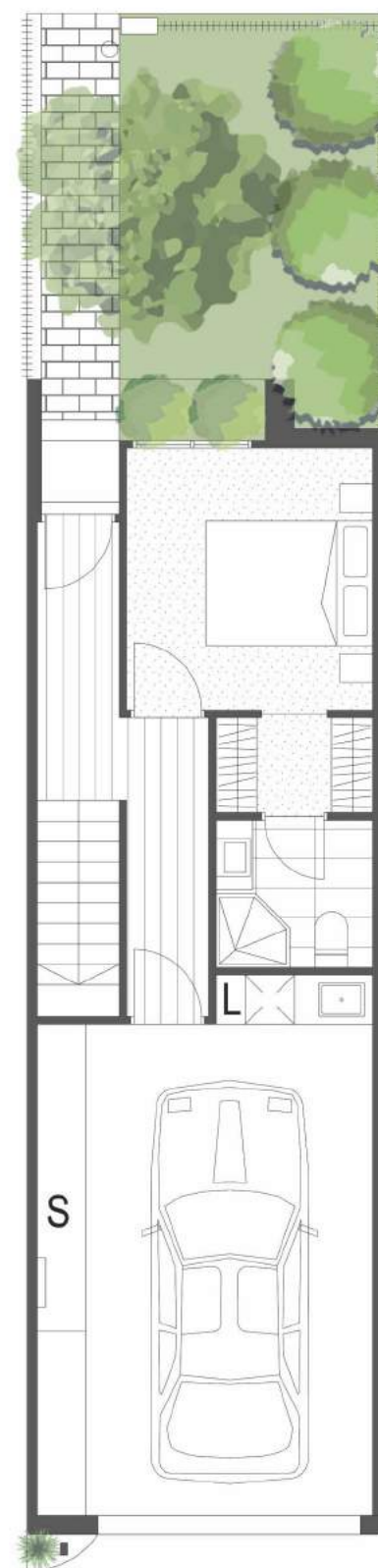
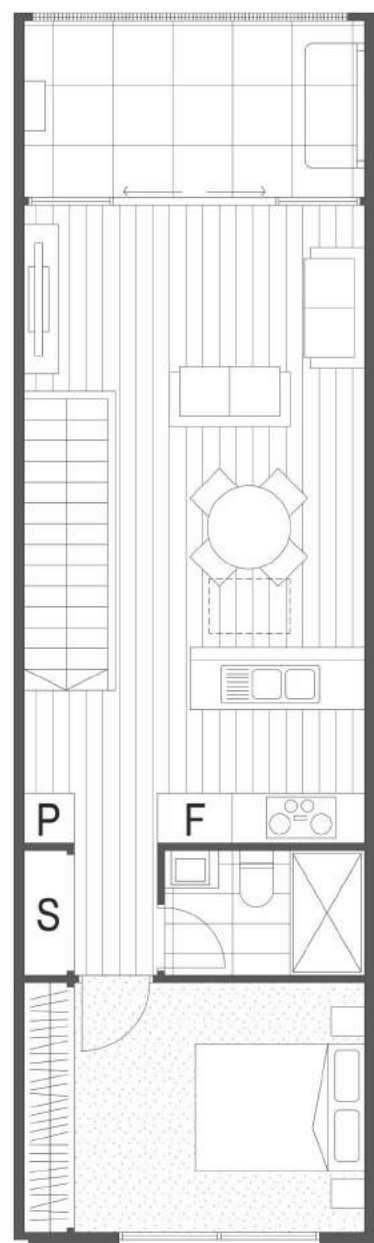
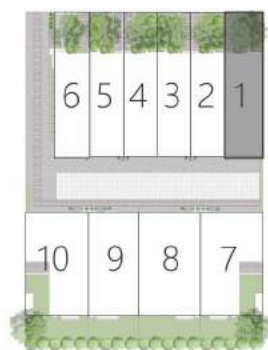
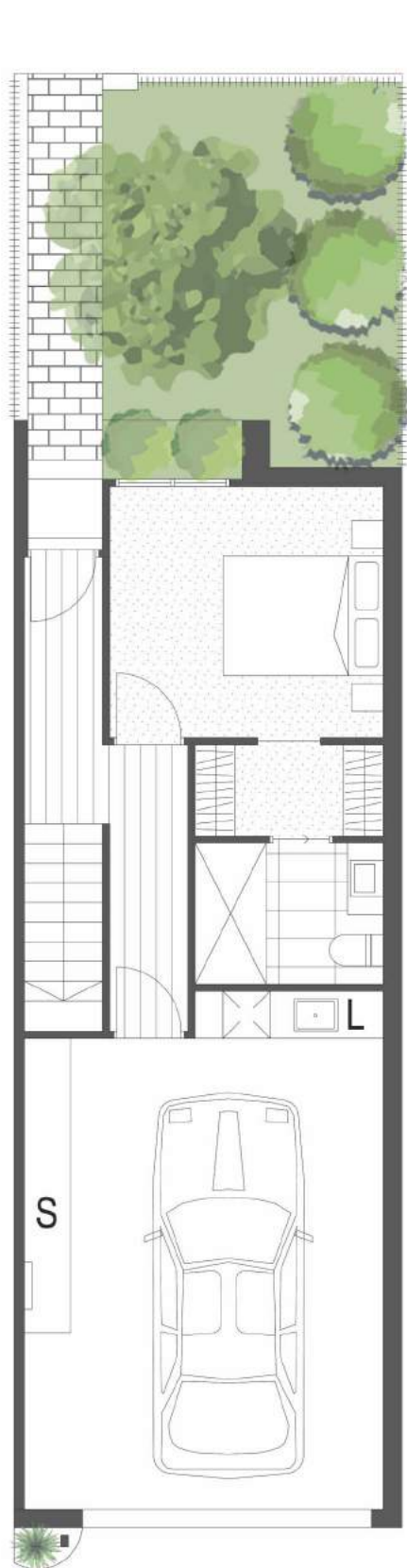
# Arcadia

11-13 Clingin St, Reservoir



# Floorplans





F - Fridge L - Laundry P - Pantry S- Storage

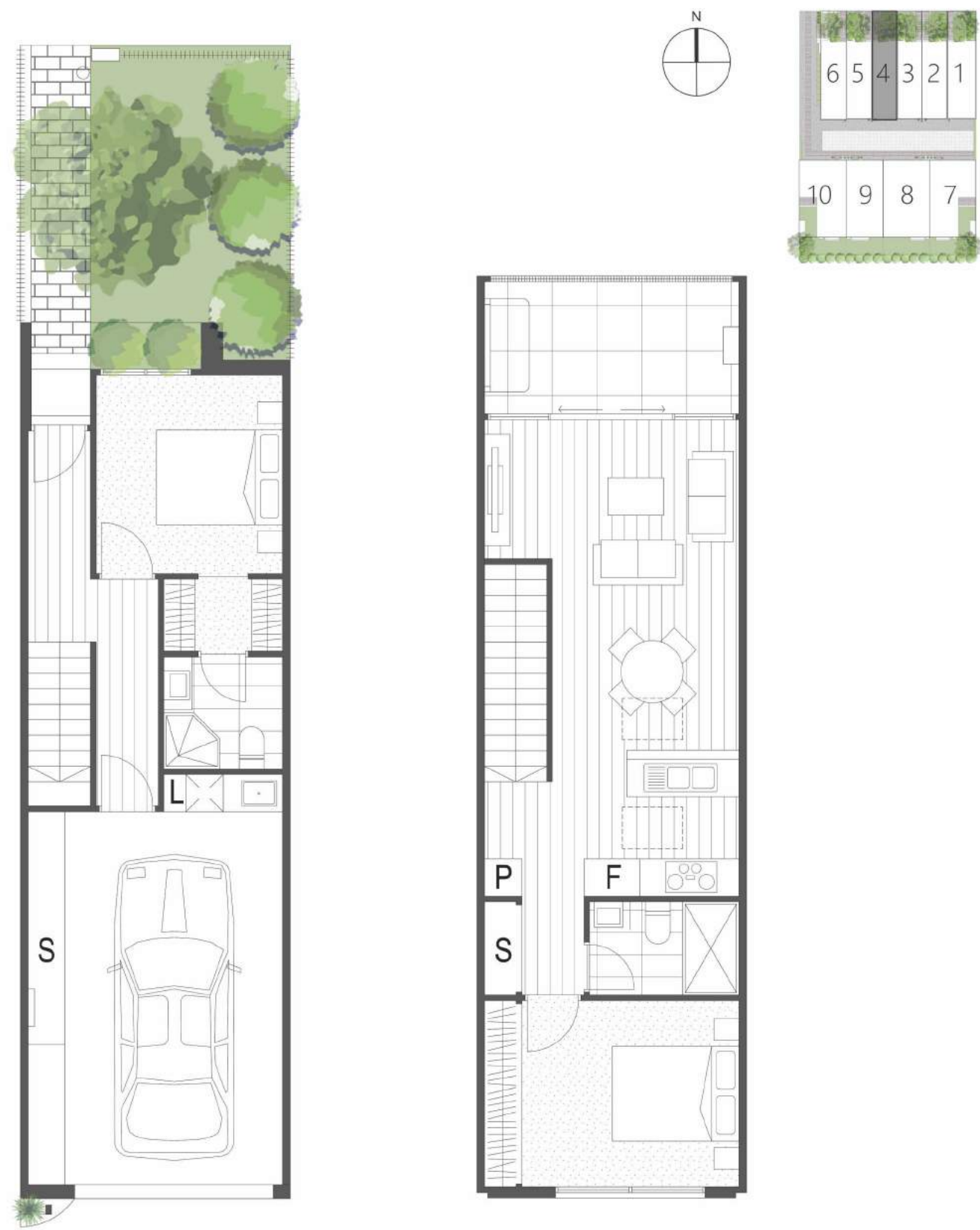
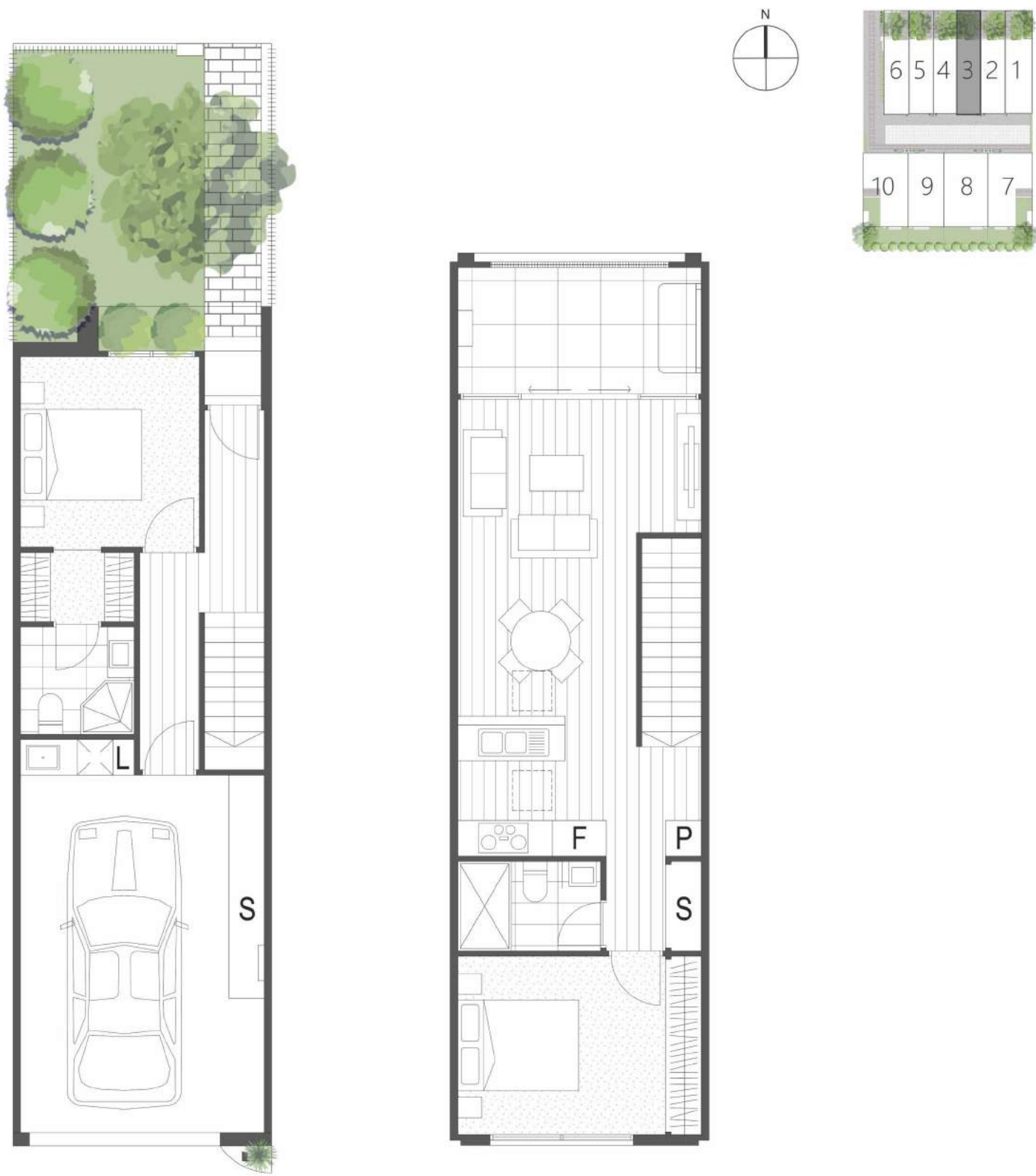
Please note that these floor plans were produced prior to completion of construction and are indicative only and not to scale. Changes may be made during development. Dimensions, floorboards and tile setout, finishes and specifications are subject to change without notice in accordance with the provisions of the Contract of Sale. The furniture depicted is not included with any sale and should not be taken to indicate the final position of power points, TV connection point and the like. Prospective purchasers must rely on their own enquiries. Bulkheads and columns necessary for services and structure may not be depicted.

# Townhouse 1

Ground Floor	33.49m <sup>2</sup>	Total Internal	120.88m <sup>2</sup>
First Floor	55.07m <sup>2</sup>	Total External	10.4m <sup>2</sup>
Garage	32.32m <sup>2</sup>	Total	131.28m <sup>2</sup>
Balcony	9.69m <sup>2</sup>		

# Townhouse 2

Ground Floor	29.63m <sup>2</sup>	Total Internal	112.63m <sup>2</sup>
First Floor	54.74m <sup>2</sup>	Total External	10.43m <sup>2</sup>
Garage	28.26m <sup>2</sup>	Total	123.06m <sup>2</sup>
Balcony	9.72m <sup>2</sup>		



F - Fridge L - Laundry P - Pantry S- Storage

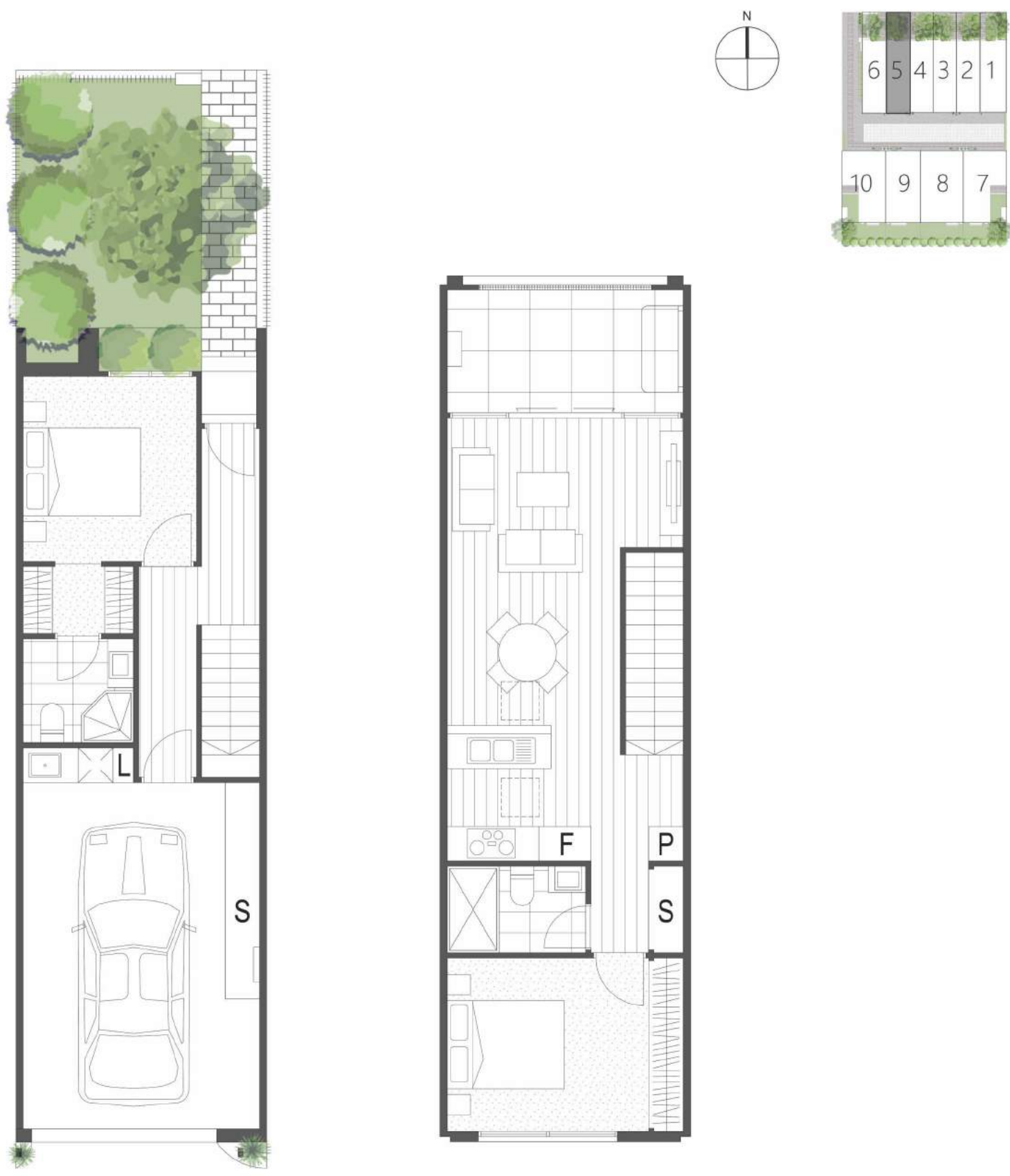
Please note that these floor plans were produced prior to completion of construction and are indicative only and not to scale. Changes may be made during development. Dimensions, floorboards and tile setout, finishes and specifications are subject to change without notice in accordance with the provisions of the Contract of Sale. The furniture depicted is not included with any sale and should not be taken to indicate the final position of power points, TV connection point and the like. Prospective purchasers must rely on their own enquiries. Bulkheads and columns necessary for services and structure may not be depicted.

# Townhouse 3

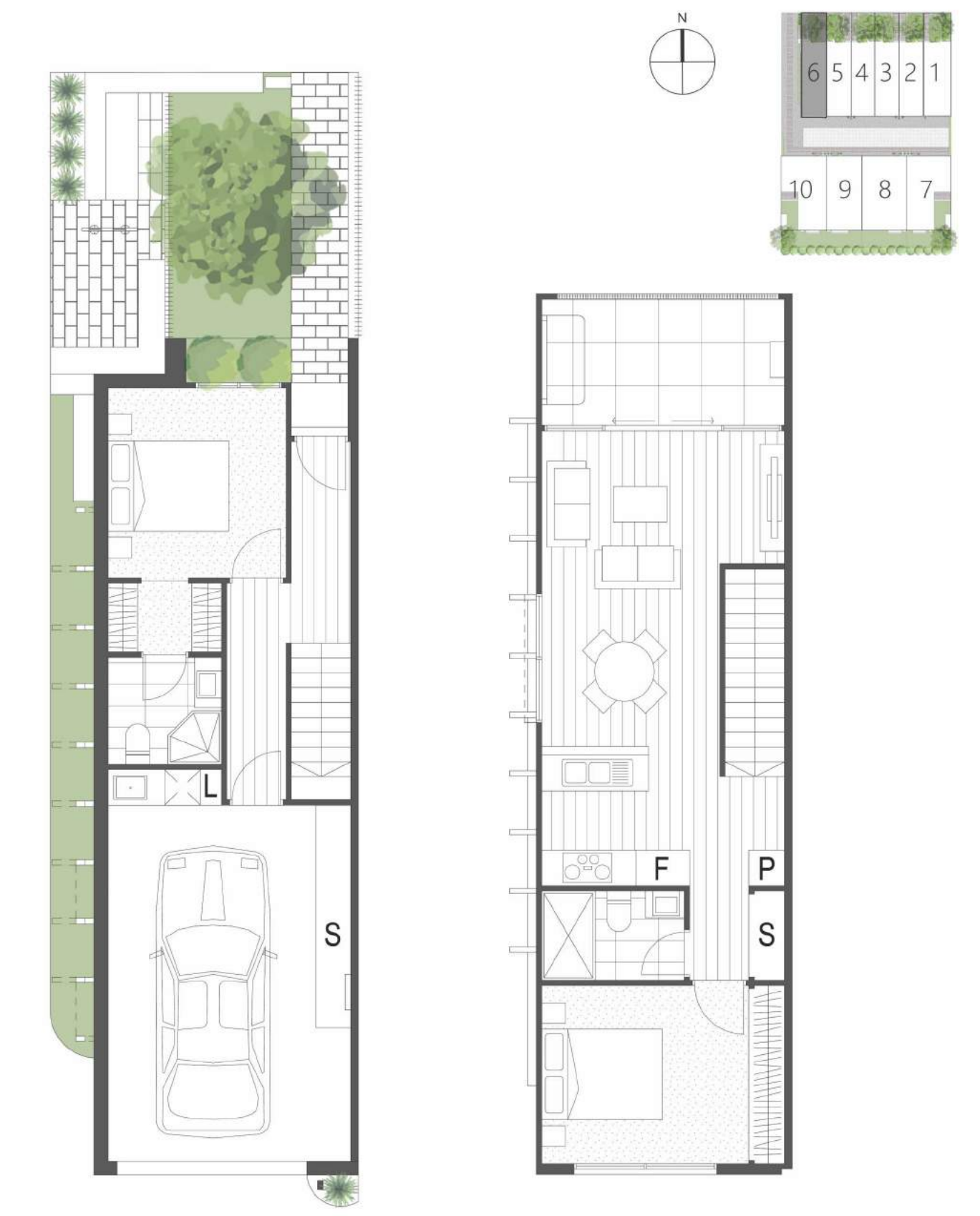
Ground Floor	29.52m <sup>2</sup>	Total Internal	112.52m <sup>2</sup>
First Floor	54.74m <sup>2</sup>	Total External	10.43m <sup>2</sup>
Garage	28.26m <sup>2</sup>	Total	122.95m <sup>2</sup>
Balcony	9.72m <sup>2</sup>		

# Townhouse 4

Ground Floor	29.52m <sup>2</sup>	Total Internal	112.52m <sup>2</sup>
First Floor	54.74m <sup>2</sup>	Total External	10.34m <sup>2</sup>
Garage	28.26m <sup>2</sup>	Total	122.86m <sup>2</sup>
Balcony	9.63m <sup>2</sup>		



F - Fridge L - Laundry P - Pantry S - Storage



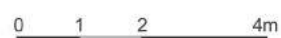
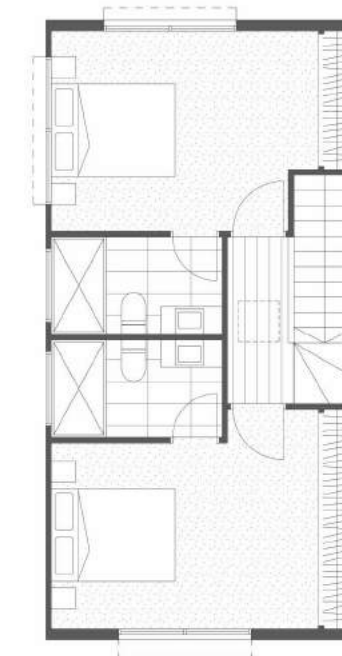
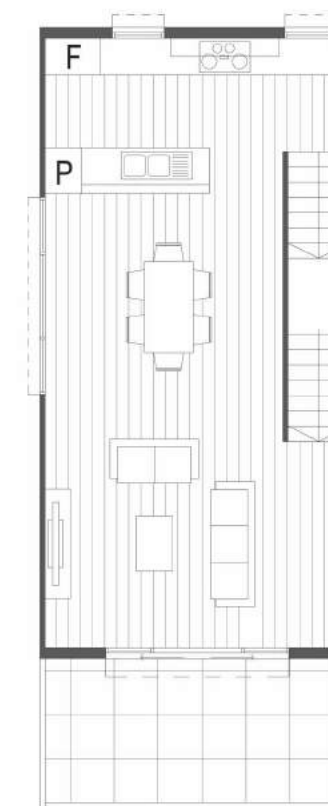
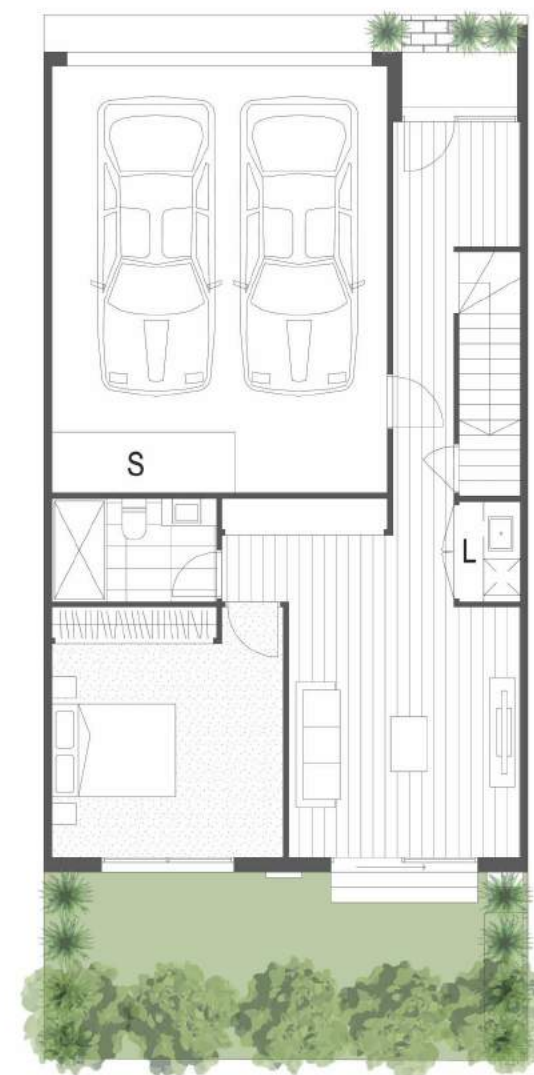
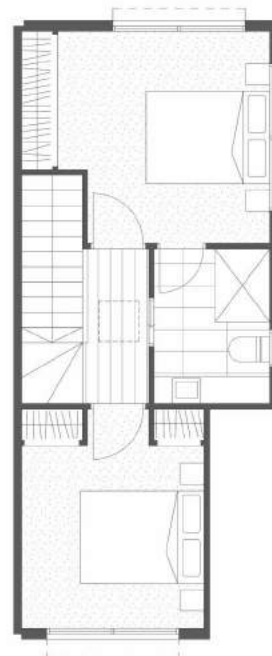
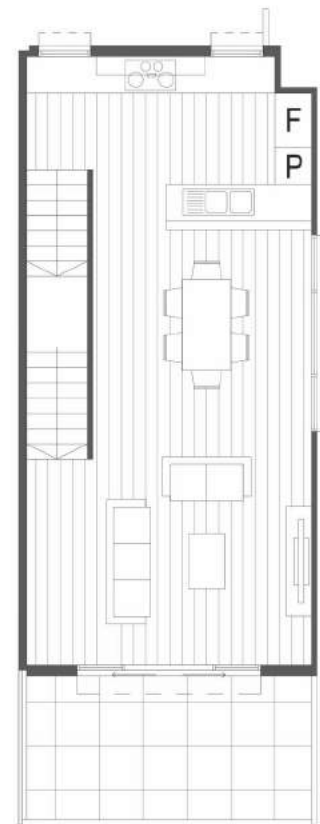
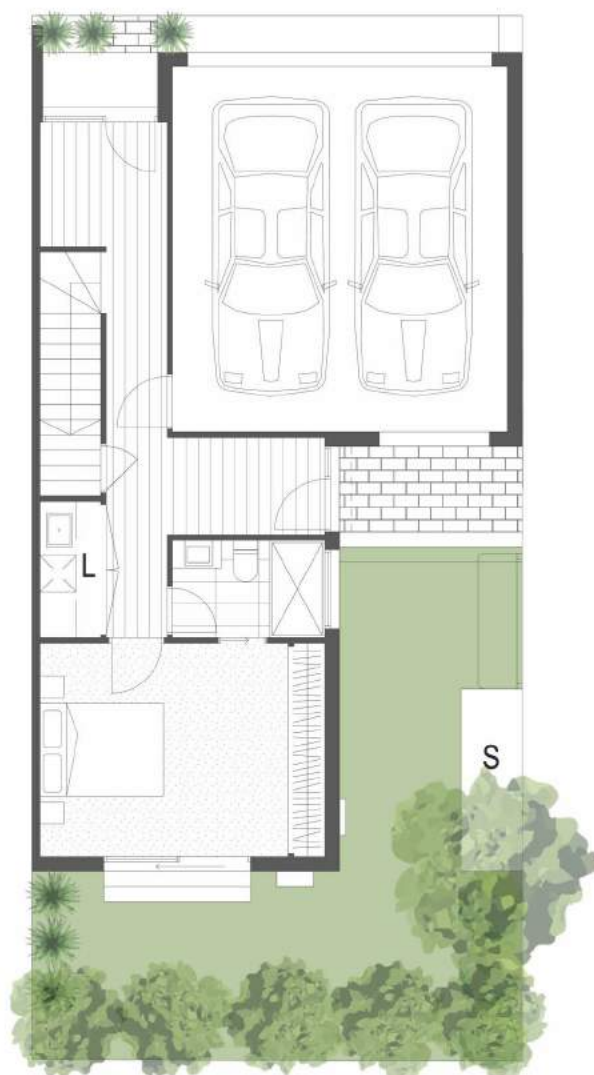
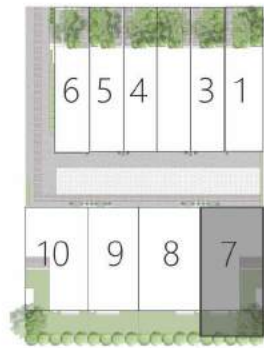
Please note that these floor plans were produced prior to completion of construction and are indicative only and not to scale. Changes may be made during development. Dimensions, floorboards and tile setout, finishes and specifications are subject to change without notice in accordance with the provisions of the Contract of Sale. The furniture depicted is not included with any sale and should not be taken to indicate the final position of power points, TV connection point and the like. Prospective purchasers must rely on their own enquiries. Bulkheads and columns necessary for services and structure may not be depicted.

# Townhouse 5

Ground Floor	29.61m <sup>2</sup>	Total Internal	112.61m <sup>2</sup>
First Floor	54.74m <sup>2</sup>	Total External	10.43m <sup>2</sup>
Garage	28.26m <sup>2</sup>	Total	123.04m <sup>2</sup>
Balcony	9.72m <sup>2</sup>		

# Townhouse 6

Ground Floor	30.29m <sup>2</sup>	Total Internal	113.64m <sup>2</sup>
First Floor	54.31m <sup>2</sup>	Total External	10.27m <sup>2</sup>
Garage	29.04m <sup>2</sup>	Total	123.91m <sup>2</sup>
Balcony	9.56m <sup>2</sup>		



F - Fridge L - Laundry P - Pantry S- Storage

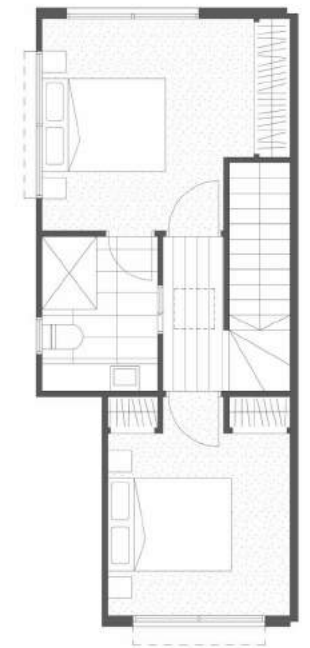
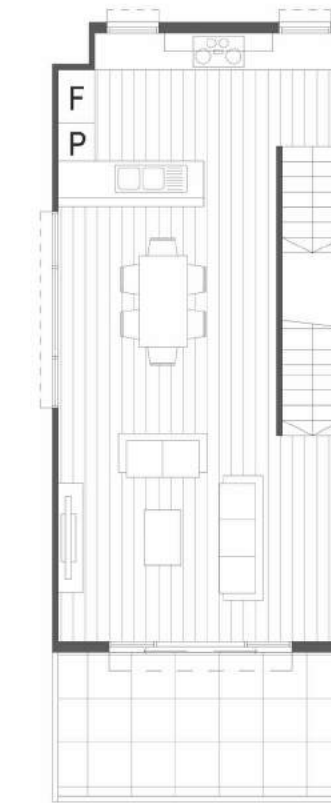
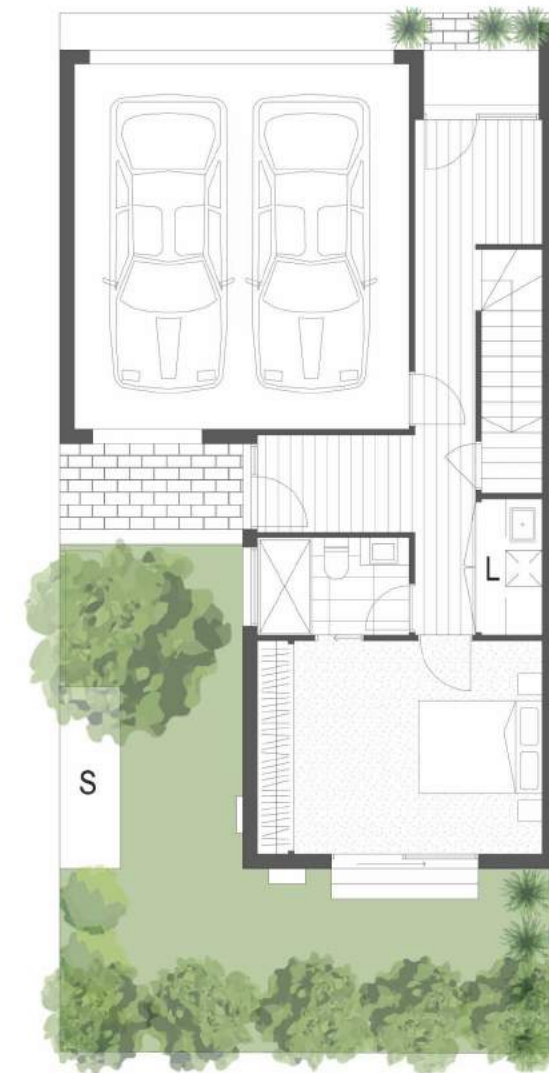
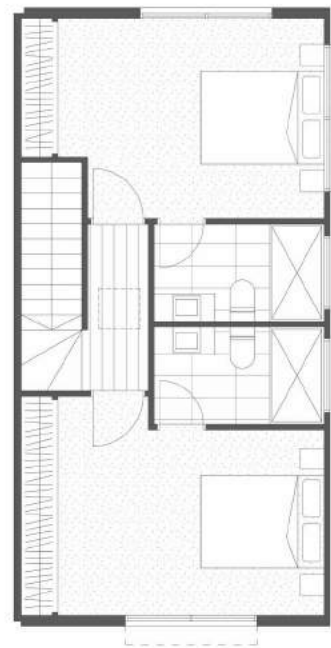
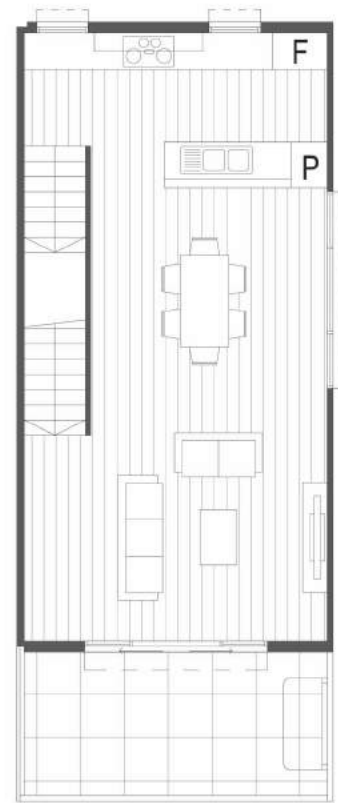
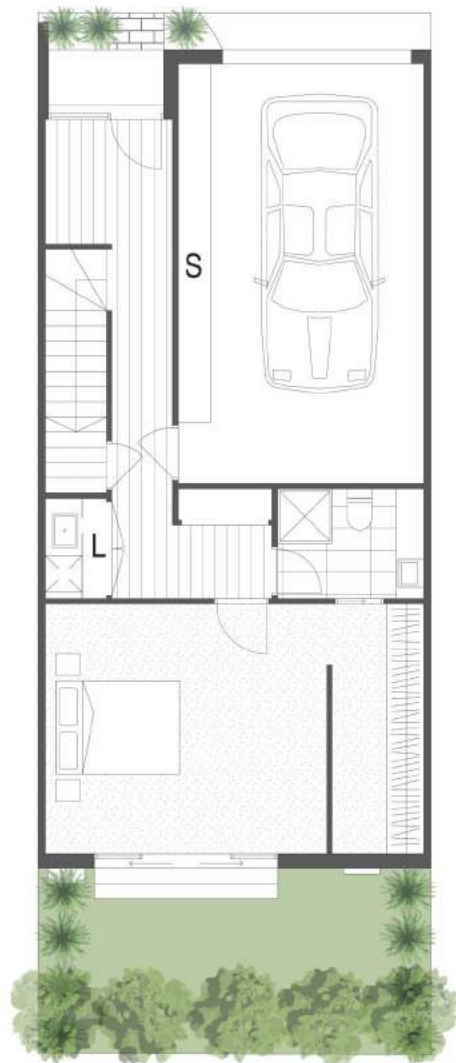
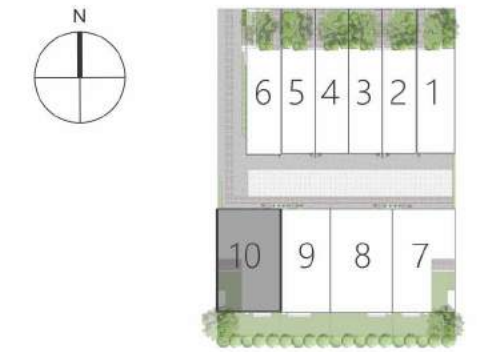
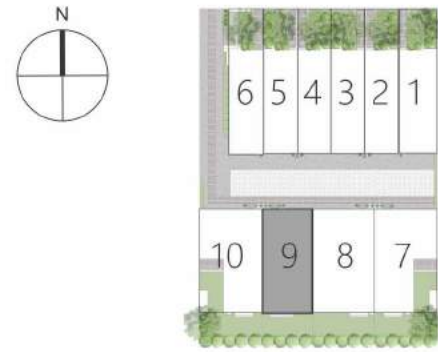
Please note that these floor plans were produced prior to completion of construction and are indicative only and not to scale. Changes may be made during development. Dimensions, floorboards and tile setout, finishes and specifications are subject to change without notice in accordance with the provisions of the Contract of Sale. The furniture depicted is not included with any sale and should not be taken to indicate the final position of power points, TV connection point and the like. Prospective purchasers must rely on their own enquiries. Bulkheads and columns necessary for services and structure may not be depicted.

## Townhouse 7

Ground Floor	48.89m <sup>2</sup>	Balcony	12m <sup>2</sup>
First Floor	50.22m <sup>2</sup>	Total Internal	175.33m <sup>2</sup>
Second Floor	39.53m <sup>2</sup>	Total External	59.59m <sup>2</sup>
Garage	36.69m <sup>2</sup>	Total	234.92m <sup>2</sup>

## Townhouse 8

Ground Floor	64.07m <sup>2</sup>	Balcony	12.74m <sup>2</sup>
First Floor	53.74m <sup>2</sup>	Total Internal	211.44m <sup>2</sup>
Second Floor	52.75m <sup>2</sup>	Total External	38.83m <sup>2</sup>
Garage	40.88m <sup>2</sup>	Total	250.27m <sup>2</sup>



F - Fridge L - Laundry P - Pantry S- Storage

Please note that these floor plans were produced prior to completion of construction and are indicative only and not to scale. Changes may be made during development. Dimensions, floorboards and tile setout, finishes and specifications are subject to change without notice in accordance with the provisions of the Contract of Sale. The furniture depicted is not included with any sale and should not be taken to indicate the final position of power points, TV connection point and the like. Prospective purchasers must rely on their own enquiries. Bulkheads and columns necessary for services and structure may not be depicted.

## Townhouse 9

Ground Floor	55.39m <sup>2</sup>	Balcony	12.74m <sup>2</sup>
First Floor	53.74m <sup>2</sup>	Total Internal	191.67m <sup>2</sup>
Second Floor	52.75m <sup>2</sup>	Total External	34.14m <sup>2</sup>
Garage	29.79m <sup>2</sup>	Total	225.81m <sup>2</sup>

## Townhouse 10

Ground Floor	48.89m <sup>2</sup>	Balcony	12m <sup>2</sup>
First Floor	50.22m <sup>2</sup>	Total Internal	175.33m <sup>2</sup>
Second Floor	39.53m <sup>2</sup>	Total External	58.93m <sup>2</sup>
Garage	36.69m <sup>2</sup>	Total	234.26m <sup>2</sup>

# Arcadia

11-13 Clifton St, Reservoir





**Permit No:** D/837/2021  
**Planning Scheme:** Darebin Planning Scheme  
**Responsible Authority:** City of Darebin

**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

**THE PERMIT ALLOWS:** Construction of ten (10) dwellings and a reduction of the car parking requirements in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to, and approved by, the Responsible Authority. When approved, the plans will be endorsed and will then form part of this Permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the application (identified as DD06-DD09, DD11, DD12 and DD14 Rev F, prepared by Ikonmidis Design Studio and dated September 2022) but modified to show:
  - (a) Any modifications required as a result of the approved Landscape Plan required by Condition No. 3 of this Permit.
  - (b) Convex mirrors within the car parking area at the rear of the site
  - (c) Give way signage installed for exiting vehicles
  - (d) Annotations detailing Tree Protection Zone(s), associated tree protection fencing and tree protection measures in accordance with the requirements of Condition No. 4 and 5 of this Permit.
  - (e) Any modifications required as a result of the approved Waste Management Plan (WMP) required by Condition No. 6 of this Permit.
  - (f) Any modifications required as a result of the approved Sustainable Management Plan (SMP) required by Condition No. 7 of this Permit.
  - (g) The eastern first floor setback of unit 1 and western first floor setback of unit 6.
  - (h) Details confirming no overlooking from the eastern north-facing kitchen window of unit 7 and western north-facing kitchen window of unit 10.

When approved, the plans will be endorsed and form part of this Permit.

2. The development as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
3. Before plans are endorsed under Condition No. 1 of this Permit, a Landscape Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Landscape Plan will be endorsed and will then form part of this Permit. The Landscape Plan must be generally in accordance with

**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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the Landscape Plan dated 17/12/2021 Rev-A, prepared by Keystone Alliance, but modified to show:

- (a) Seven (7) medium sized canopy trees and (6) six small sized canopy trees in the private open space of the proposed development.
- (b) Tree protection measures in accordance with Conditions No. 4 and 5 of this Permit.
- (c) Any modifications relating to landscaping required as a result of the Sustainable Management Plan required by Condition No. 7 of this Permit)
- (d) Annotated graphic construction details of proposed Arbor.
- (e) Type and details of all surfaces including lawns, mulched garden beds and permeable and/or hard paving (such as pavers, brick, gravel, asphalt and concrete) demonstrating a minimum site permeability of 15%. Percentage cover of permeable surfaces must be stated on the plan. Where paving is specified, material types and construction methods (including cross sections where appropriate) must be provided.
- (f) Hard paved surfaces at all entry points to dwelling 7, 8, 9 and 10.
- (g) No bins over lawn areas.
- (h) Landscape bed to be incorporated along driveway between the garages of units 2 and 3 and between the garages of units 4 and 5.
- (i) Green walls within the rear accessway between the two rows of units to soften the hardscape prevalent within the site.
- (j) The location of both existing and proposed overhead and underground services. Conflicts of such services with the existing and proposed planting must be avoided.
- (k) Maintenance requirements listed in the landscape specification notes.

The requirements of the endorsed Landscape Plan must be complied with and implemented to the satisfaction of the Responsible Authority.

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**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

**THE PERMIT ALLOWS:** Construction of ten (10) dwellings and a reduction of the car parking requirements in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

The development must not be occupied, unless otherwise approved by the Responsible Authority in writing, until the landscaping works shown on the endorsed Landscape Plan are completed to the satisfaction of the Responsible Authority.

No later than seven (7) days after the completion of the landscaping, the permit holder must advise Council, in writing, that the landscaping has been completed.

The landscaping shown on the endorsed Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including by replacing any dead, diseased, dying or damaged plants to the satisfaction of the Responsible Authority.

All landscaped areas must be provided with an appropriate irrigation system to the satisfaction of the Responsible Authority

4. Before the development (including demolition) starts, tree protection fencing (TPF) must be erected in accordance with the following requirements to provide a Tree Protection Zone (TPZ):

Tree*	Location	TPZ (radius from the base of the tree trunk)
Tree 1	Naturestrip	3.0 metres
Tree 12	Naturestrip	3.0 metres
*as defined in arborist report prepared by John Patrick dated 10/12/2021.		

5. The following tree protection measures must be implemented for trees identified in the table to Condition 4 of this Permit:

(a) A qualified arborist must oversee all works in and around Tree Protection Zones (TPZ) for tree 9. Any root pruning undertaken in accordance with section 9 of AS4373-2007 Pruning of Amenity Trees.

**Date Issued** 22.12.2022 \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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- (b) All services must be routed outside 'Tree Protection Zones'. If there is no alternative to passing through the protection zone, the local authority and the consulting arborist must be advised in writing on the need for directional boring beneath root zone; this must be maintained at a minimum depth of 45cm in soil depth when inside the TPZ of a retained tree.
  - (c) Tree protection measures must be in accordance with Australian Standard AS4970 – 2009: Protection of trees on development sites or as otherwise approved in writing by the Responsible Authority.
  - (d) Tree protection fencing (such as temporary fencing panels) must be constructed to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed or unless otherwise agreed by the Responsible Authority in writing.
  - (e) The tree protection fencing must be maintained at all times and may only be moved the minimum amount necessary for approved buildings and works to occur within a Tree Protection Zone (TPZ). The movement of the fencing to allow such buildings and works shall only occur for the period that such buildings and works are undertaken, after which time the full extent of the fencing must be reinstated.
  - (f) Except with the written consent of the Responsible Authority:
    - i. The area within the TPZ and Tree Protection Fencing (TPF) must be irrigated during the summer months with 1 litre of clean water for every 1cm of trunk girth measured at the soil/trunk interface on a weekly basis.
    - ii. The area within the TPZ of all protected trees must be provided with 100mm layer of coarse mulch.
    - iii. No vehicular or pedestrian access, trenching or soil excavation is to occur within a TPZ, save for that allowed to complete the approved development.
    - iv. No storage or dumping of tools, equipment or waste is to occur within a TPZ.

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**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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- (g) Any pruning works must be carried out in accordance with the Australian Standard AS4373 - 2007: Pruning of Amenity Trees and undertaken by a suitably qualified arborist.
  - (h) Where applicable to a nature strip tree, a TPZ is confined to the width of the nature strip.
  - (i) Where applicable to a tree on a neighbouring lot, a TPZ only applies where within the site.
6. Before plans are endorsed under Condition No. 1 of this Permit, a Waste Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Waste Management Plan will be endorsed and will then form part of this Permit. The Waste Management Plan must:
- (a) Ensure all bin types, bin sizes, the size of the waste storage area/s and any other relevant detail/s specified in the Waste Management Plan are shown to scale on the endorsed plans.
  - (b) State that collection will be undertaken by a private contractor.
  - (c) Explain how and where waste will be stored on the site.
  - (d) Explain how the waste will be accessed and collected on the site, including:
    - i. Times and frequency of collection.
    - ii. The location of collection point for vehicles.
    - iii. The type and size of collection vehicles.
  - (e) Explain the waste services to be provided (i.e. cardboard paper plastic and metals recycling or comingled waste, general waste and organic waste).
  - (f) Detail the types and size of bins.
  - (g) Include a dimensioned plan showing the waste bins are capable of being accommodated and conveniently accessed within the nominated storage area on site.

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**Date Issued** 22.12.2022 \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



**Permit No:** D/837/2021  
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**Responsible Authority:** City of Darebin

**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

**THE PERMIT ALLOWS:** Construction of ten (10) dwellings and a reduction of the car parking requirements in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

(h) Any other relevant matter.

The provisions, recommendations and requirements of the approved Waste Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.

The collection of waste from the site must be by private collection, unless with the prior written consent of the Responsible Authority.

Waste storage and collection must not affect the amenity of the surrounding area.

Waste storage and collection must not cause any interference with the circulation and parking of vehicles on abutting streets.

7. Before plans are endorsed under Condition No. 1 of this Permit, an amended Sustainability Management Plan (SMP) to the satisfaction of the Responsible Authority must be submitted to an approved by the Responsible Authority. When approved, the amended SMP will be endorsed and will then form part of this Permit. The amended SMP must be generally in accordance with the document identified as SMP, prepared by Keystone Alliance and dated September 2022 but modified to show:
- (a) Water 3.1 Water Efficient Landscaping: To claim the Water 3.1 Water Efficient Landscaping BESS credit, indicate on plans water efficient irrigation, connection of irrigation system to rainwater tank or water efficient plant selection including drought-tolerant turf/lawn.
  - (b) Indoor Air Quality: Include a commitment in the report to the use of low VOC paints, sealants, adhesives carpet and E1 or E0-grade engineered wood products (e.g. MDF, plywood, engineered-wood flooring).
  - (c) IEQ 2.2 Cross Flow Ventilation: To claim IEQ 2.2 Cross Flow Ventilation BESS credit, provide openable windows or operable skylights to the stairs on the top floor to allow stack ventilation through the stairs on hot days and ensure all bathrooms and ensuites have an openable window or openable skylight or exhaust fans with humidity sensors to allow daylight and ventilation.
  - (d) IEQ 3.1 Thermal comfort - Double Glazing: To claim the credit, there must be an annotation on plans specifying double glazing to all living areas and bedrooms.

**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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**ADDRESS OF THE LAND:** 11 - 13 Clingin Street RESERVOIR VIC 3073

**THE PERMIT ALLOWS:** Construction of ten (10) dwellings and a reduction of the car parking requirements in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 
- (e) IEQ 3.2 Thermal Comfort - External Shading: To claim the IEQ 3.2 Thermal Comfort - External Shading BESS credit, plans and elevations need to demonstrate appropriate external shading to east, west and north facing living area and bedroom windows.
- (f) Urban Ecology 2.1 Vegetation: The Urban Ecology 2.1 Vegetation BESS credit must include only turfed or planting areas and cannot include other landscaping elements such as hard paving/pavers (including permeable paving), loose pavers/stepping stones aggregate/pebbles, synthetic grass, decks, pool, RW tanks, storage sheds etc. This area must be demarcated on landscape plan accurately and entry in BESS must be updated accordingly.
- (g) Urban Cooling: For the non-visible flat roofs and exposed concrete driveway, specify light coloured or reflective finishes / materials (Solar Reflective Index >50 or Solar Absorptance<0.6) to help mitigate the urban heat island effect. This must be reflected on plans.
- (h) Building Materials: Concrete to be specified with recycled aggregate where appropriate and recycled water used in the manufacture.
- (i) Steel: All fabricated structural steelwork to be supplied by a steel fabricator/contractor accredited to the Environmental Sustainability Charter of the Australian Steel Institute.

The requirements of the endorsed SMP must be implemented and complied with to the satisfaction of the Responsible Authority.

8. The development must not be occupied until fences to a minimum height of 1.8 metres above natural ground level is erected along the west property boundary. The fence must be constructed to the satisfaction of the Responsible Authority.

If the existing fence/s on the eastern and western boundaries with a height less than 1.8 metres is structurally sound, the fence height may be increased by the addition of a free-standing, self-supporting trellis adjacent to the fence to the required height. If used, such trellis must be a maximum of 25% visually permeable and be fixed, permanent, durable and of materials, finishes and colour that will blend in with the development.

9. At the completion of the constructed ground floor level(s), and before the starting of the building frame or walls, a report prepared by a licensed land surveyor to the satisfaction of

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**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

the Responsible Authority must be submitted to the Responsible Authority, confirming the ground floor level(s). The report must be submitted to the Responsible Authority no later than 7 days from the date of the inspection.

The development must not be occupied until a report prepared by a licensed land surveyor to the satisfaction of the Responsible Authority is submitted to the Responsible Authority, confirming the floor level(s).

10. Before the use starts, an automatic external lighting system capable of illuminating the entry to each unit, access to each garage and car parking space and all pedestrian walkways must be provided on the land to the satisfaction of the Responsible Authority.

The external lighting must be designed, baffled and located to prevent any adverse effect on adjoining and nearby land to the satisfaction of the Responsible Authority.

11. The walls on the boundary of the adjoining properties must be cleaned and finished to the satisfaction of the Responsible Authority.

12. The land must be drained to the satisfaction of the Responsible Authority.

13. All guttering, rainheads, pipes including downpipes, fixtures, fittings and vents servicing any building on the site including those associated with a balcony must be:

- (a) concealed in service ducts or otherwise hidden from view; or  
 (b) located and designed to integrate with the development,

to the satisfaction of the Responsible Authority.

14. A clothesline must be provided to each dwelling. Clotheslines must not be visible from Clingen Street.

15. Provision must be made on the land for letter boxes and a slot for newspapers to the satisfaction of the Responsible Authority.

16. Before occupation of the development, the areas set aside for the parking of vehicles and access lanes as shown on the endorsed plan(s) must be:

- (a) constructed;

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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(b) properly formed to such levels that they can be used in accordance with the plans;

(c) surfaced with an all-weather sealcoat;

(d) drained;

to the satisfaction of the Responsible Authority.

17. Car spaces, access lanes and driveways shown on the endorsed plans must not be used for any other purpose.

18. This Permit will expire if either:

(a) The development does not start within three (3) years from the date of this Permit; or

(b) The development is not completed within five (5) years of the date of this Permit.

As relevant, the Responsible Authority may extend the times referred to if a request is made in writing:

(a) Before this Permit expires;

(b) Within six (6) months after the expiry date; or

(c) Within twelve (12) months after the expiry date if the request relates to the completion of the development or a stage of the development.

**NOTATIONS**

**(These notes are provided for information only and do not constitute part of this permit or conditions of this permit)**

N1. Any failure to comply with the conditions of this planning permit may result in the issue of an Enforcement Order against some or all persons having an interest in the site. Non-compliance may result in legal action or the cancellation of this permit by the Victorian Civil and Administrative Tribunal.

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**Date Issued 22.12.2022** \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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- N2. This planning permit is one of several approvals required before use or development is allowed to start on the site. The planning permit holder is required to obtain other relevant approvals and make themselves aware of easements and restrictive covenants affecting the site.
- N3. Amendments made to plans noted in Condition No. 1 of this Permit are the only ones that will be assessed by Council. If additional amendments are made to the development they must be brought to the attention of Council as additional planning assessment may be required through a separate planning approval.
- N4. This Planning Permit represents the planning approval for the use and/or development of the site and does not represent the approval of other Council departments or statutory authorities. Other approvals may be required before the use/and or development allowed by this planning permit starts.
- N5. Numbering on plans should be allocated in a logical clockwise direction and follow existing street number sequence. Please contact Revenue Office on 8470 8888 for further information and assistance.
- N6. This planning permit is to be attached to the "statement of matters affecting land being sold", under Section 32 of the Sale of Land Act 1962 and any tenancy agreement or other agreement under the Residential Tenancies Act 1997, for all purchasers, tenants and residents of any dwelling shown on this planning permit, and all prospective purchasers, tenants and residents of any such dwelling are to be advised that they will not be eligible for on-street parking permits pursuant to the Darebin Residential Parking Permit Scheme.

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**Date Issued** 22.12.2022 \_\_\_\_\_ **Signature for the Responsible Authority** \_\_\_\_\_



## **IMPORTANT INFORMATION ABOUT THIS NOTICE**

### **WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit.

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

### **WHEN DOES A PERMIT BEGIN?**

A permit operates:

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

### **WHEN DOES A PERMIT EXPIRE?**

1. A permit for the development of land expires if-
  - the development or any stage of it does not start within the time specified in the permit, or
  - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the 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 the 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 APPEALS?**

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal 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 appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- Any appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)

DATED

2024

**CLINGIN STREET PTY LTD 642 969 775**

to

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**CONTRACT OF SALE OF LAND**

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**Property: Lot\_\_\_\_/11-13 Clingin Street, Reservoir 3073**

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