

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **LOT 1, 44 CEDAR STREET, THOMASTOWN VIC 3074**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
 - as director of a corporation; or
 - as 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)

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: **GRADER LIVING PTY LTD**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

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

HARCOURTS RATA & CO
1/337 Settlement Road, Thomastown, VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob:

Fax: 03 9464 3177

Ref:

Vendor

GRADER LIVING PTY LTD

ACN: 670 572 442

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 03 94646732

Mob: 0421704140

Fax:

Ref: AJ:24/2847AJ

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Lot 1 on proposed plan of subdivision, PS923648X being part of the land contained in Parent certificates of title VOLUME 08603 FOLIO 181

Property address

The address of the land is: **LOT 1, 44 CEDAR STREET, THOMASTOWN VIC 3074**

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)
All fixtures and fittings of a permanent nature.

Payment (general condition 14 and 17)

Price \$

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

Balance \$ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Margin scheme

Settlement (general condition 17)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 12)

YES

Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☐ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms)

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*

1A Acceptance of title

General condition 12.4 is added:

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.

1B Foreign resident capital gains withholding

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

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.

1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1B.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.

1B.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 in this special condition; and
- (b) ensure that the representative does so.

1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.

1B.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.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement 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.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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 lodgement.
- 2.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 vendor's subscriber or the Electronic 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Interpretation

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

4. Whole Contract

The Purchaser acknowledges and agrees that:

- 4.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 4.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 4.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 4.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 4.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 4.6 This contract forms the entire agreement between the Vendor and the Purchaser.

5. Land Identity

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

6. Condition Of The Property

- 6.1 The Purchaser warrants to the vendor that as a result of the purchasers inspections and enquiries concerning the property, the purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 6.2 The purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 6.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the purchaser may not void this contract or make any requisition or claim any compensation from the vendor on that ground.
- 6.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.

7. Improvements

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and or any other regulations there under any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not make any requisition or claim any compensation from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or provide any documents including any requirements to fence any pool or spa or install smoke detectors.

8. Planning

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

9. Restrictions

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

10. Settlement

- a. Settlement shall take place no later than 5.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- b. Settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the vendor directs.
- c. Should settlement be directed by the choice of the purchaser with the approval of the vendor the purchaser will pay a settlement fee to the vendor's representative of \$220.00. This fee will be due and payable at settlement
- d. If settlement has been attended to and falls through at the fault of the purchaser. The Purchaser will pay a re attendance fee to the vendors representative of \$220.00. This fee is due and payable on the next scheduled settlement time/date.

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

11. Guarantee & Indemnity

- 11.1** Any signatory of this contract for a corporate or other purchaser shall be personally liable for the due performance of the purchaser's obligations as if the signatory was the purchaser. The signatory shall immediately after the execution of this contract procure the execution by each of the directors of the corporate purchaser of a guarantee in the form of the guarantee annexed and shall stamp such guarantee and deliver it to the vendor's conveyance within 14 days of the date hereof. If the purchaser fails to deliver the executed guarantee the vendor may at its option end this contract by written notice to the purchaser.
- 11.2** If the purchaser is or includes a company or a corporation (as those words are defined in the Corporations Act 2001) not included in an official list of the Australian Stock Exchange Ltd, the purchaser must;
- (a) Immediately upon execution of this contract, procure the execution of the guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
- (b) Within seven days after being requested to do so by the vendor, procure the execution by all directors of the purchaser (of if the vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

12. FOREIGN INVESTMENT REVIEW BOARD

- 12.1** If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 12.1.1** warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 12.2.2** agrees that if the warranty in special conditions 12.1 is breached, the purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the vendor suffers as a direct or indirect result of a breach of that warranty
- 12.2** If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 12.2.1** must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 12.2.2** must give written notice to the vendor solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale whereupon the Contract will be terminated and all monies paid by the purchaser shall be refunded in full and
- 12.2.3** acknowledges that if it does not provide notice in accordance with special condition 12.2.2. The contract will become unconditional and this special condition 12 will be of no further cost of effect.

13. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

14. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

15. Plan of Subdivision

The Purchaser acknowledges that as at the Day of Sale the Plan of Subdivision has not been registered by the Registrar of Titles. The contract is subject to the plan being registered by the Sunset Date being 36 months from the day of sale.

The vendor must use his reasonable endeavours to ensure or to procure the registration of plan on or before the sunset date.

If the plan is not registered by the Sunset Date, then the vendor and the purchaser shall have the option of ending this contract. If the contract is ended by the purchaser, then provided the purchaser is not in default of the terms of and conditions of this contract the purchaser shall be entitled for a refund of the deposit monies payable without any deductions whatsoever. The vendor and purchaser acknowledge that the right of the vendor to end this contract pursuant to this special condition is subject to the following:

- (a) The vendor is required to give notice of the proposed recession of the contract under the contract to the purchaser; and
- (b) The purchaser has the right to consent to the proposed recession but is not obligated to consent;
- (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 may make an order permitting the recession of the contract if satisfied that making the order is just and equitable in all the circumstances.

16. Amendments to the plan

16.1 Subject to Section 9AC of the sale of Land Act 1962, the vendor may make such minor alterations to the plan that:

16.1.1 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 requirements, recommendation or requisition of an Authority or of a consultant to the vendor or a combination of them: or

16.1.2 In the opinion of the vendor, are required for the development, use, occupation, proper management or adequate servicing of the site or any part of it.

16.2 The vendor will advise the purchaser within 14 days in writing of any amendment or alteration to the plan which may detrimentally affect the purchaser.

16.3 The purchaser will accept the property described on the plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the lot or lots hereby sold and the lot or lots on the registered plan.

16.4 The purchaser agrees not to make any objections, requisition or exercise any of the purchaser's rights because of;

16.4.1 Any amendments or alterations 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

16.4.2 Any alleged misdescription of the land or deficiency in its area or measurements; or

16.4.3 Any renumbering of stages or lot on the plan

16.5 For the purpose of special condition 16.2 and 16.4

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 Methods of Measurements for residential property is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.

17. 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.

18. Caveat

- a. 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.
- b. 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 suffered by the vendor up to the date of which the caveat is withdrawn.
- c. 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.

19. Disclosure of Surface Level Works

The vendor notifies the Purchaser pursuant to section 9AB of the sale of Land Act 1962 that details of all works effecting the natural surface level of the lot sold or any land abutting the Lot in the same subdivision as the Lot which:

- a. have been carried out on that land after the certification of the plan and before the date of the contract; or
- b. 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 plan Surface Level Works Plan

20. Vendor May Conduct Activities

- a. The purchaser acknowledges that 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 (for example: 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 offence or facility or both for representatives of the Vendor and their representatives.
- b. The Purchaser waives all rights to make or take any objection to the methods used by the vendor and persons authorised by the vendor (for example; the Developer) 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 or the Developer must at all times display reasonable consideration for the comfort and convenience of the Purchaser.

- c. 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 or the Developers 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.
- d. 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(s) without the Vendors or the Developer's prior written consent. The Purchaser acknowledges and agrees that the vendor may remove such signs that are erected on the Property at the Purchasers cost, if such sign is not installed in compliance with this special condition 18.4
- e. This special condition 18 will not merge on settlement but will commence in full force and effect.

21. Deposit

The deposit payable under this Contract must not exceed 10 percent of the purchase price and shall be paid to a legal practitioner, Conveyancer or licensed estate agent acting for the vendor to be held by the legal practitioner, Conveyancer or licensed estate agent in trust for the purchaser until the registration of the plan of subdivision in accordance with the provision of Section 9AA of the sale of Land Act 1962

22. Adjustments of Outgoings

- a. 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.

22.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the vendor and the purchaser will be either;

22.2.1 on the basis that the amount to be apportioned between them is the portion of the outgoing equal to the portion which;

- (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

22.2.2 on such other basis,

As the Vendor may reasonably direct the Purchaser on or before the settlement date.

22.3 The purchaser must pay any special fee or charge levied on the Vendor or after the day of sale by the owner's corporation under the owner's corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

23. Land Tax is deleted or not applicable

General Condition 15 (b) is deleted and replaced with - Land Tax shall be adjusted on the amount assessed – that is on a multiple holding basis. Purchaser acknowledges no money shall be withheld from the vendor out of the residue on account of any Land Tax which may be or may hereafter become charged on the land. The vendor covenants with and warrants to the purchaser that it shall make all proper returns and pay and Land Tax assessed to the vendor within the time limited by the assessment notice. The vendor shall indemnify the purchaser in respect of any Land Tax charged upon the Land to the Settlement Date. This Indemnity shall be continuing indemnity and shall not merge upon a transfer of land. Land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. General Condition 15 is amended to read the same.

24. Stamp Duty – Purchasers Buying in unequal Interest

24.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

24.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

24.3 The purchaser fully indemnifies the Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

25. VENDORS RIGHT TO TERMINATE

25.1 Requirements

If:

25.1.1 Any requirements imposed by an Authority for the plan, the building or the Development is in the opinion of the Vendor (acting reasonably) too onerous to perform or accept;

25.1.2 At any time and for any reasons the Vendor (acting reasonably) determines that construction of the Building or the Development will not proceed.

25.1.3 At any time prior to 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 25.1, this contract will be at an end and all moneys paid by the purchaser will be refunded

25.2 BENEFITS OF THIS SPECIAL CONDITION

Special Condition 25.1 is for the benefit of the vendor. Only the vendor may give notice under it or waive the benefit of it.

25.3 NO COMPENSATION

If the contract is terminated or rescinded by the Vendor under this special condition 25 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

25.4 Vendor Rights

The vendor may at any time prior to settlement, mortgage, assign or change any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the purchaser.

26. Vendor 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)

27. Trust

If the purchaser is buying the property as trustee of a trust (Trust) other than the Purchaser;

28.1.1 Must not do anything to prejudice any right of indemnity the purchaser may have under the trust;

28.1.2 Warrants that the purchaser has power under the Trust to enter into this contract;

28.1.3 Is personally liable under this contract;

28.1.4 Warrants that the purchaser has a right of indemnity under the trust; and

28.1.5 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

28. Owners Corporation – If Applicable

The Purchaser acknowledges and understands that:

- (a) Upon registration of the Plan of Subdivision the Owners Corporation will commence;
- (b) The Purchaser will become a member of the Owners Corporation after settlement;
- (c) The Purchaser will be required to pay levies to the Owners Corporation;

29.1 Common Property COMMON PROPERTY – If Applicable

If the plan includes Common Property, the purchaser acknowledges and agrees that:

- i. The vendor proposes (but is not obliged) to because the Owners Corporation to appoint a manager for the Common Property; and
- ii. The Vendor may or may permit the owners corporation to:
 - (a) Install, affix or erect structures of whatever nature including but not limited to any marketing or promotional materials or signage on or to the roof or walls of any parts of the Common Property;
 - (b) Install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and, other electronic equipment and facilities on any part of the Common Property as would be reasonable required for a project of the scale of the Development;
 - (c) Install furniture, tables, chairs or other equipment in Common Property areas;
 - (d) Screen or fence off parts of the Common Property;
 - (e) Change the area of the Common Property;
 - (f) Grant leases or licences of parts of the Common Property on such terms and conditions as the Vendor or Owners Corporation sees fit as would be reasonably required for a project of the scale of the Development;
 - (g) Create or reserve such easements or reservations over areas of the Common Property as may be necessary to give the effect to and to protect the rights of ownerships of and access to equipment and facilities within such areas; and
 - (h) Enter into long-term agreements for the supply of utilities to the site.

terminating or delaying settlement of this Contract because of anything contemplated by Special Condition 29.1

29. Value of Constructions

- 29.1 The vendor agrees that it will provide the Purchaser with all the information and do all things as may be reasonable 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 transfer of the property under this contract as contemplated under Duties Act.
- 29.2 The purchaser acknowledges and agrees that; 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 enquires and investigations;
- 29.3 The vendor will not be obliged to provide the purchaser with a copy of the relevant stamp duty declaration required by the commission of state revenue office any earlier than one week prior to settlement;
- 29.4 The purchaser will not exercise any of the Purchaser's rights including making any objections, requisition or claim or delaying settlement because of the amount of stamp duty assessed.

30. Building Works and Occupancy Permit

- (a) This Contract is subject to and conditional upon the issue of the occupancy permit by a building surveyor or council with respect to the construction of a home on the property in accordance with the building permit, building plans and specification attached to this contract
- (b) The purchaser acknowledges that the building and specifications and inclusions are proposed only and may be altered or varied by the vendor or the builder from time to time in any manner without limiting the generality of the foregoing substituting any of the fixtures, fittings, finishes and appliances specified in the building plans and specifications with fixtures, fittings, finishes or appliances of like quality
- (c) The purchaser will accept and will make no requisitions or claim any compensation in respect to any variations which in the absolute discretion of the vendor may become necessary to implement during course of construction by reason of matter either within or beyond the control of the vendor or the registered building including without limitation requirements or directions or any government department of municipal authority.
- (d) The vendor is not and will not be the builder for the building works
- (e) The building including the property will be constructed under the building contract and subject to Special Condition 24(b), the construction of the property will be generally in accordance with the plans and specifications attached to the contract; and
- (f) This contract is not a major domestic building contract for the purposes of the Domestic Building Act 1995 (VIC)
- (g) The vendor has entered into, or intends to enter into the building contract with a building practitioner as the vendor may nominate from time to time to construct the building.
- (h) The purchaser acknowledges that the appliances may differ in size from the inclusion list depending on the actual space which is available while construction is being completed. The purchaser will accept the appliances installed and will make no requisitions or claim any compensation in respect to any variations which in the absolute discretion of the vendor.
- (i) **Completion of Building Works**
- (a) The issuing of the Occupancy Permit for the Property will be conclusive evidence that the Building Works on the Property are completed.
- (b) The Purchaser must not Object even if defective materials or faulty workmanship are evident on or before the date of actual settlement.
- (c) The Purchaser must not Object if the Vendor makes changes to the Building Works which do not apply to the Property.

(j) Alterations to finishes

The Vendor can without being required to give any notice to the Purchaser:

- (a) alter any manner of finish in which the Property and the Building Works as the case may be is specified to be finished in the Plans and Specifications to a manner of finish of at least equivalent quality;
- (b) alter any item to be installed in the Property and the Building Works as specified in the Plans and Specifications to another item of at least equivalent quality;
- (c) remove any manner of finish or item to be installed in the Property provided a replacement finish or item of at least equivalent quality is provided; and / or
- (d) alter the Plans and Specifications as may be necessary to ensure that the Building Works are structurally sound including making any alternations

(k) Construction alterations

- (a) The Vendor can without being required to give any notice to the Purchaser make construction amendments:
- (i) to meet, or as a consequence of meeting, the requirements of any Authority;
- (ii) to ensure that the Building Works are structurally sound including the installation of columns or pillars; and / or
- (iii) to substitute materials if those materials are difficult to obtain provided that the substituted materials are of at least equivalent quality.
- (b) the Purchaser cannot Object in respect of any construction amendments made under this Special Condition

32. GST withholding

- 32.1 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.
- 32.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 32.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 32.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 32.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property.
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition.
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 32.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 32.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 32.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 32.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

32.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

32.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

32.12 This general condition will not merge on settlement.

33. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR

34. Liability arising from Hazardous Materials

34.1 Release

The purchaser releases the vendor from, and agrees that the vendor is not liable for, any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

34.2 Indemnity

The purchaser is liable for and indemnifies and must keep indemnified the vendor for any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

35 Connection and meter installation fees

The Purchaser agrees that the Vendor may at settlement under the Contract adjust against the Purchaser for any connection and meter installations fees payable in relation to connecting and installing meters at the Property for water, electricity, gas, telephone, National Broadband Network or any other services.

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2022 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2022

SIGNED SEALED AND DELIVERED BY)
The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

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 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 and currently 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

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 7.2; 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 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 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 or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 received 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 that 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 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

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 sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 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) payment 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 funds 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 purpose 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 am and 4.00 pm 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. General 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 and time 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 general 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 vendor's 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 sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a 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 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 adjustments 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) The 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.
- 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 of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment 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 a 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 premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 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 an electronic lodgment 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 lodgment 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 has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized 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.
- 28.1 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, and 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; and
 - (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.

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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.

Land

LOT 1, 44 CEDAR STREET THOMASTOWN VIC 3074

Vendor's name

GRADER LIVING PTY LTD

ACN: 670 572 442

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

The Property is not separately rated. The Purchaser's proportion of the outgoings at settlement shall be calculated in accordance with the proportion that the area of the Property bears to the area of the rated area as shown on the Plan.

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):		

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): -

- The Easements if any, particulars of which are disclosed in the attachments, and other easements implied or otherwise arising under any law, including those set out in any plan of subdivision which are yet to be disclosed.
- The Covenants and restrictions, particulars of which are disclosed on the attachments If any , and other covenants implied or otherwise arising under any law, including those set out in any plan of subdivision which are yet to be disclosed.
- The Purchaser should note that there may be sewers, drains, water pipes, underground and or overhead electricity cables, underground and or overhead telephone cables and/or any other cables for the delivery of signals and or other services, and underground gas pipes which may be laid outside registered easements which are yet to be disclosed.
- Any rules, lease, licence or other right of occupation or other agreements adopted, granted or entered into by the Owners Corporations which are yet to be disclosed.
- Planning Permit - PERMIT NUMBER: PLN-42670 (as amended from time to time).

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

To the best of the vendor's 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, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser..

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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):

As attached

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.

The Owners Corporation(s) will be created upon registration of the Proposed Plan of Subdivision subject to the terms of the Contract.

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:

The Register Search Statement and the document referred to as the diagram location in the Register Search Statement that identifies the land and its location being certificate of title VOLUME 08603 FOLIO 181.

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 1000m²; (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.)

- ☒ 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 08603 FOLIO 181

Security no : 124123267437J
Produced 31/03/2025 09:54 AM

LAND DESCRIPTION

Lot 108 on Plan of Subdivision 013479.
PARENT TITLE Volume 08416 Folio 294
Created by instrument C365829 23/11/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRADER LIVING PTY LTD of 172 SETTLEMENT ROAD THOMASTOWN VIC 3074
AX214999Y 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX215000G 01/09/2023
NATIONAL AUSTRALIA BANK LTD

COVENANT 2448748

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 LP013479 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: 44 CEDAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 01/09/2023

DOCUMENT END

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Document Identification	LP013479
Number of Pages (excluding this cover sheet)	4
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— PLAN OF SUBDIVISION —
OF PART OF CROWN PORTION 26.—
— PARISH OF KEELBUNDORA —
— COUNTY OF BOURKE —
Vol. 5709 Fol. 733

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

APPROPRIATIONS

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR ROADS

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE
AND IS 6 FEET WIDE

ENCUMBRANCES

AS TO THE LAND MARKED E-1 THE
EASEMENT THE EASEMENT TO THE
MMBW CREATED IN C 79754.

THE ROAD R1 SHOWN AS THE BOULEVARD
IS APPROPRIATED OR SET APART FOR
ROADS ON LP 13478

APPURTENANCIES

AS TO ALL LOTS ON THIS PLAN
TOGETHER WITH A RIGHT OF
CARRIAGEWAY OVER THE ROADS
COLOURED BROWN ON PLANS OF
SUBDIVISION 13477 TO 13482
(BOTH INCLUSIVE)

LP 13479
EDITION 4
PLAN MAY BE LODGED 11/3/31.

COLOUR CODE

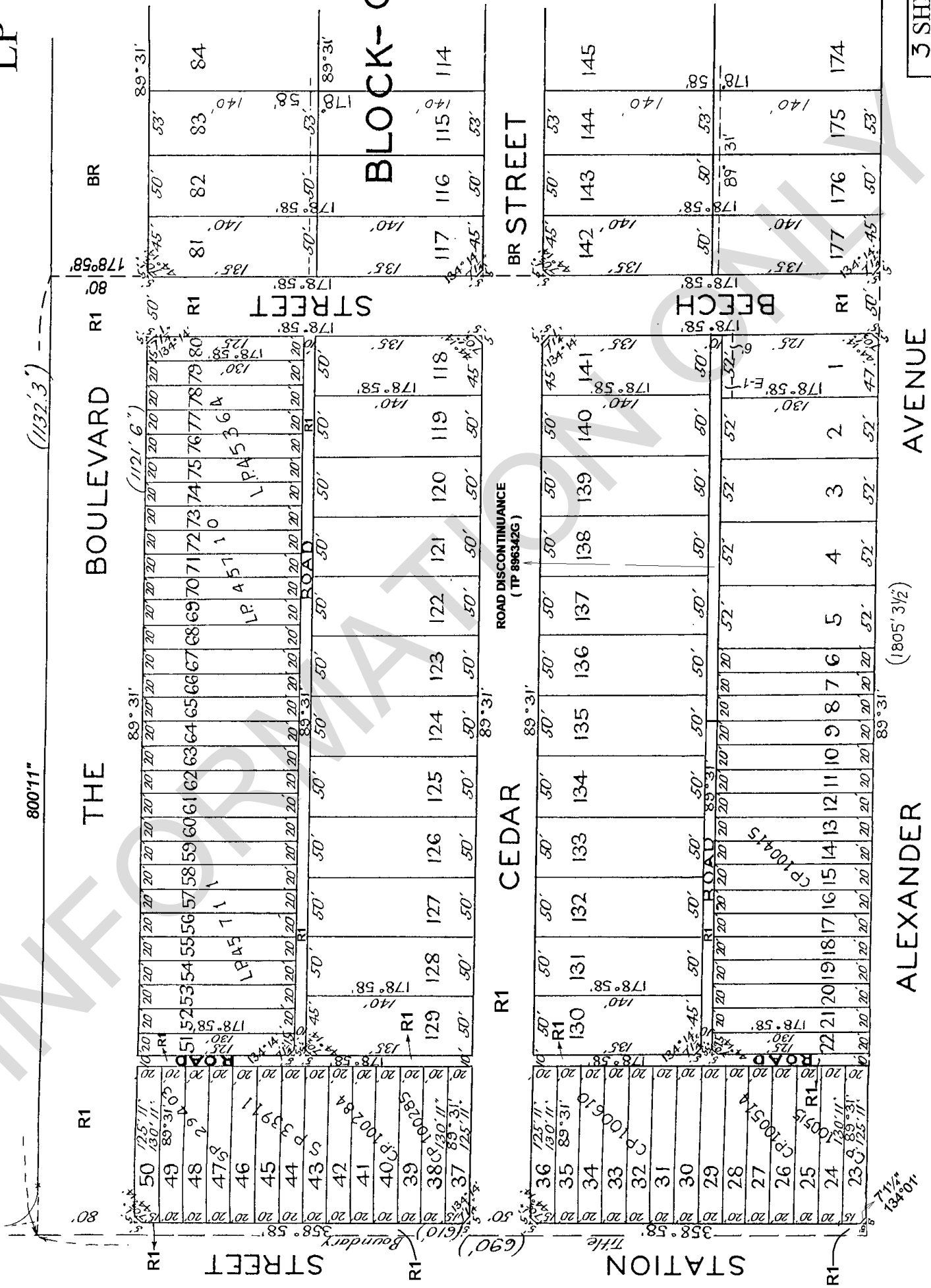
BL=BLUE G=GREEN
R1 & BR=BROWN P=PURPLE
Y=YELLOW R=RED
H=HATCH CH=CROSS HATCH

FOR DIAGRAM SEE SHEETS 2 & 3

3 SHEETS
SHEET 1

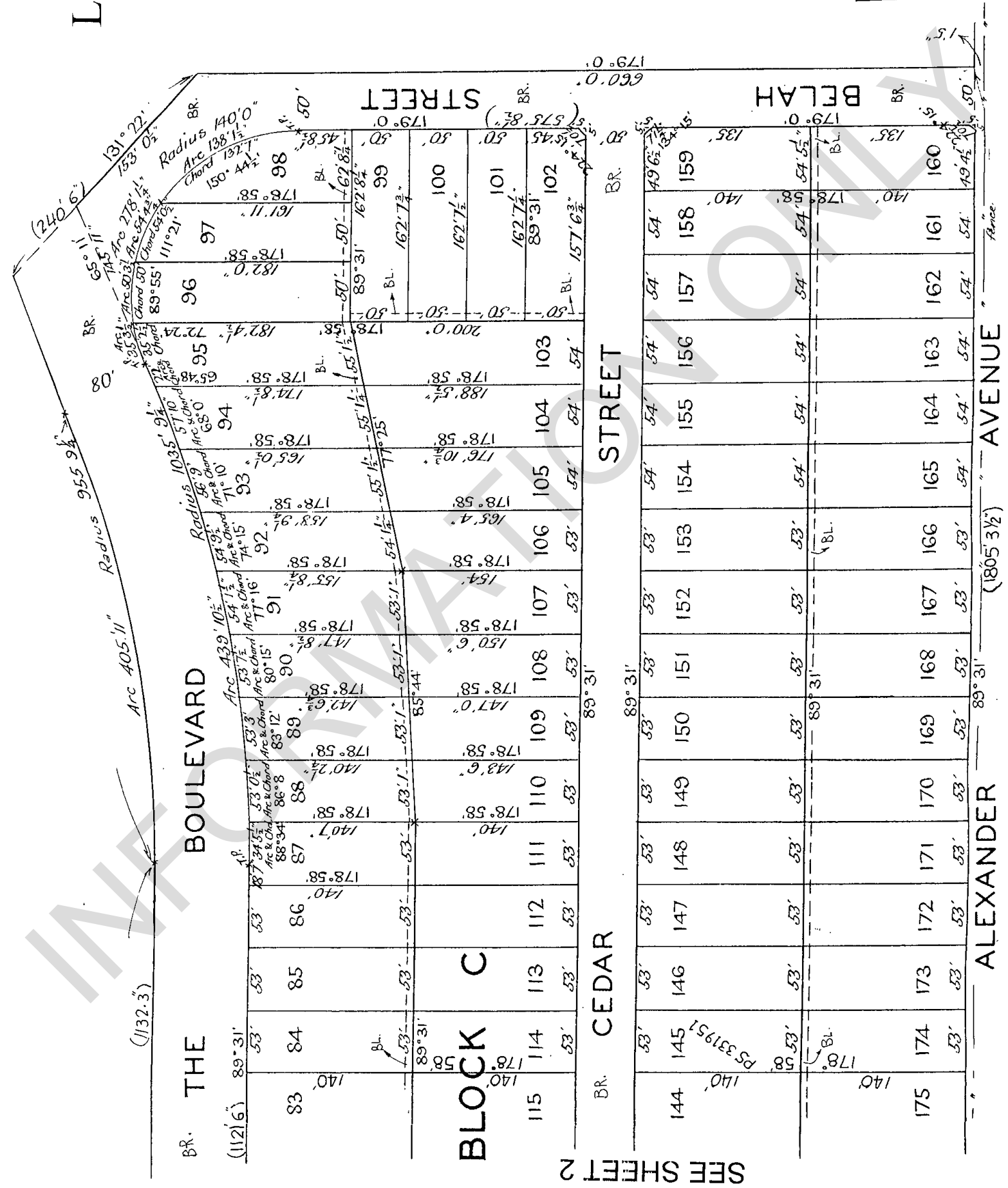
SEE SHEET 3

3 SHEETS
SHEET 2



LP 13479

3 SHEETS
SHEET 3



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PROUDFOOT & HORTON

2448748

FREEHOLD

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY SCOTT the Younger Secretary both of 229 Collins Street Melbourne DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the said Henry Scott the Younger as joint tenants ALL its estate and interest in ALL THOSE pieces of land being Lots 1 to 130 (both inclusive) on Plan of Subdivision No. 13477 lodged in the Office of Titles | Lots 1 to 133 (both inclusive) on Plan of Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to 177 (both inclusive) on Plan of Subdivision No. 13479 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 on Plan of Subdivision No. 13480 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 41, 42, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS
PROPRIETARY LIMITED was hereto affixed
 by authority of the Directors in the
 presence of :-

..... Director

..... Director

..... Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT)

the Elder in Victoria in the

presence of :-

*William
Clerk to Hordcroft & Co
Solicitors Melbourne*

SIGNED by the said HENRY SCOTT)

the Younger in Victoria in the

presence of :-

William

H. Scott

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue
on the said Plans of Subdivision - Any easements affecting the same.

As to so much of the land hereby transferred as is colored blue
and green respectively on the said Certificate of Title - The

easements to the State Electricity Commission of Victoria
created by Instruments Nos. 1309350 and 1210118 respectively in
the Register Book.

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

M^r. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2448748
was entered on the 19 OCT 1951
in the Register Book Vol. 6617 Vol. 253

Assistant Registrar of Titles

12.

PLAN OF SUBDIVISION

7/682

No.

Prepared on Linen
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077
3600

Folio

323
856

Noted on C/T

Charted

Chandigarh 130 122 LP 1261

Date of Consent of Council

11-2-57

Complies with Section 568

Plan has been
attached to Search Paper
Transfer R. I. No. A376317

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

R.M's. P.M's. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

File in bag

INFORMATION ONLY

Date of issue
02/04/2025

Assessment No.
109066

Certificate No.
170584

Your reference
76332931-015-0

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 44 Cedar Street THOMASTOWN 3074

Description: LOT: 108 LP: 13479

AVPCC: 102.2 Subdivisional Land (Multi Lot)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$725,000	\$725,000	\$36,250

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,697.80	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$63.08	
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20	
Arrears to 30/06/2024	\$0.00	
Interest to 02/04/2025	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,171.37	
Balance of rates & charges due:		\$735.71

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$735.71
--	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 109066



Phone 1300 301 185
Ref 109066



Biller Code 5157
Ref 109066

31st March 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

RE: Application for Water Information Statement

Property Address:	44 CEDAR STREET THOMASTOWN 3074
Applicant	Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA
Information Statement	30929285
Conveyancing Account Number	7959580000
Your Reference	396012

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	44 CEDAR STREET THOMASTOWN 3074
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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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	44 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

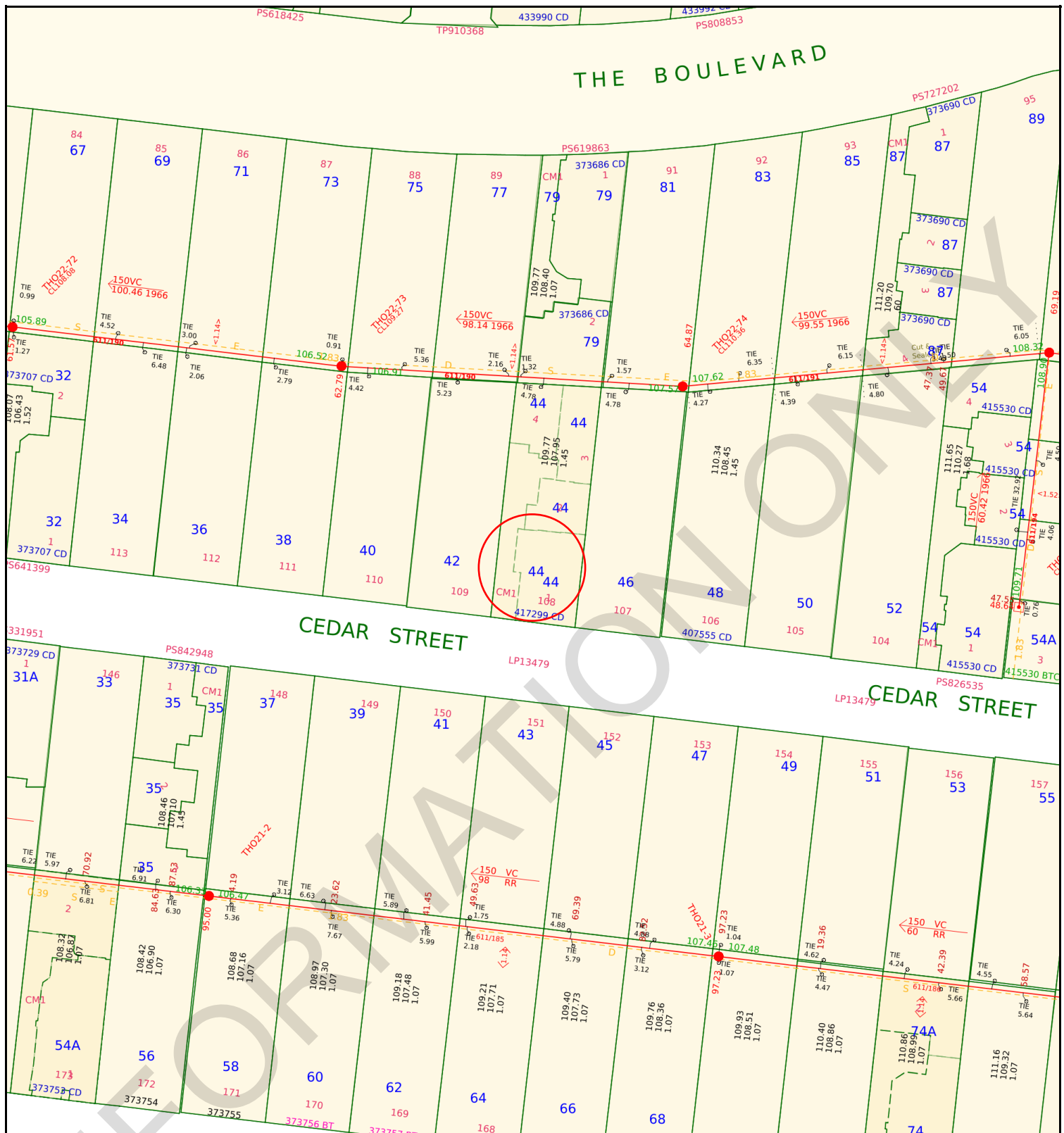
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30929285**

Address	44 CEDAR STREET THOMASTOWN 3074
Date	31/03/2025
Scale	1:1000



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

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

9th February 2024

Application ID: 619003

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
32mm Connection - Drinking Water	POLYETHYLENE (SOLID	125	1	Cedar Street

Required Services

Product	Qty
32mm Connection - Drinking Water	1
Standard Plugging Small	1
Std 20mm DW Meter & Installation (incl meter w/lock)	4

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	417299

Multiple Lots

Number of Lots	4
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Specific conditions affecting encumbrances on property:

Private Main

INFORMATION ONLY

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of

disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All water provided to the property must be metered. This development must be serviced via a manifold as shown on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard. No main meter is required to be installed at this development however individual meters off the manifold must be fitted for each lot at the time of the tapping. If you are installing shared facilities within the development such as a swimming pool or a communal laundry then a separate meter is required off the manifold for the shared facilities. For vacant lot subdivisions serviced via a manifold a garden tap is required to be installed within the boundary of each lot. Tap audits will be carried out to verify each lot has been provided with a water service.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

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

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

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

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

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

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

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

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to

surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

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

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

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

CONDITIONS OF CONSENT

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

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

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

Yarra Valley Water mandates the inclusion of Civil Drawings (Storm Water plans) in all subdivision applications, failure to include these drawings may result in potential delays in processing. Should the Civil Drawings not be compliant when provided, the Statement of compliance will not be released, and you will be required to meet compliance.

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

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

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

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

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

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

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

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

INFORMATION ONLY

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4641957264
Rate Certificate No: 30929285

Date of Issue: 31/03/2025
Your Ref: 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
44 CEDAR ST, THOMASTOWN VIC 3074	108\LP13479	1222840	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$41.57
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$0.00

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	-\$41.57 cr
Total for This Property	\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been 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.
- 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.
- 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.
- 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

Property No: 1222840

Address: 44 CEDAR ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30929285

HOW TO PAY



Bill Code: 314567
Ref: 46419572642

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate
Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (24/3284AJ, 88686913, 01 APR 2025, MXG16)

Land Address: 44 CEDAR STREET THOMASTOWN VIC 3074

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 13757155, 108, 13479, 8603, 181, \$3,000.00

Vendor: DEREK FRANCIS DEBETTA & GRADER LIVING PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: GRADER LIVING PTY LTD, 2025, \$725,000, \$3,000.00, \$0.00, \$3,000.00

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

Table with 6 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total. Row 1: (Empty)

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. Row 1: (Empty)

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description and Amount. Rows: CAPITAL IMPROVED VALUE (CIV): \$725,000; SITE VALUE (SV): \$725,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$3,000.00



Notes to Certificate - Land Tax

Certificate No: 88686913

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,000.00

Taxable Value = \$725,000

Calculated as \$2,250 plus (\$725,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,250.00

Taxable Value = \$725,000

Calculated as \$725,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 88686913

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88686913

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3284AJ

Certificate No: 88686913

Issue Date: 01 APR 2025

Enquires: MXG16

Land Address: 44 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757155	108	13479	8603	181	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
102.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$725,000
SITE VALUE:	\$725,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88686913

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3284AJ
Certificate No:	88686913
Issue Date:	01 APR 2025

Land Address: 44 CEDAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
108	13479	8603	181

Vendor: DEREK FRANCIS DEBETTA & GRADER LIVING 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

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 88686913

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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


Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 88686910</div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div></div><div>Ref: 88686910</div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1125044

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

DEBETTA, DEREK FRANCIS

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 108 PLAN LP13479 ALSO KNOWN AS 44 CEDAR STREET THOMASTOWN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

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

31 March 2025

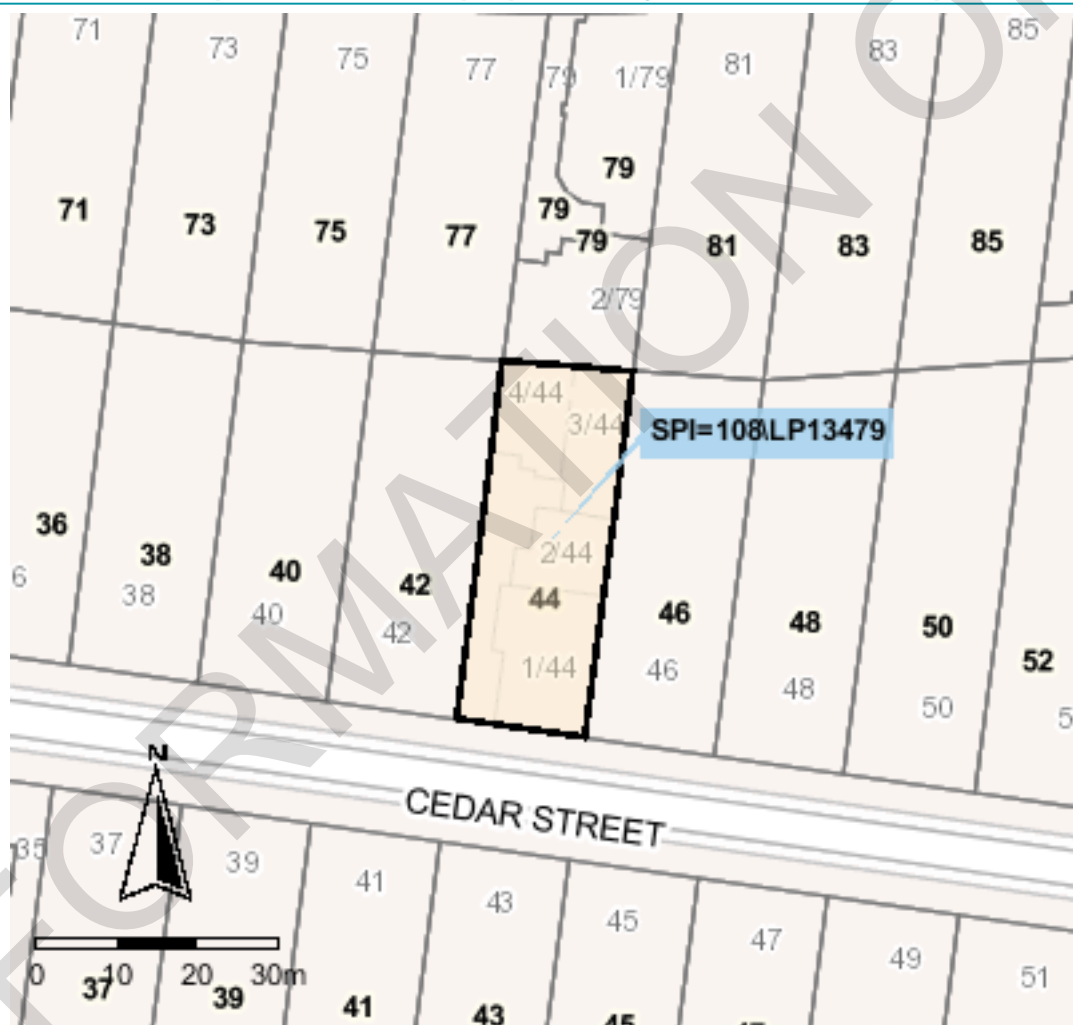
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 31th March 2025, 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®.


44 CEDAR STREET, THOMASTOWN 3074
CITY OF WHITTLESEA

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.

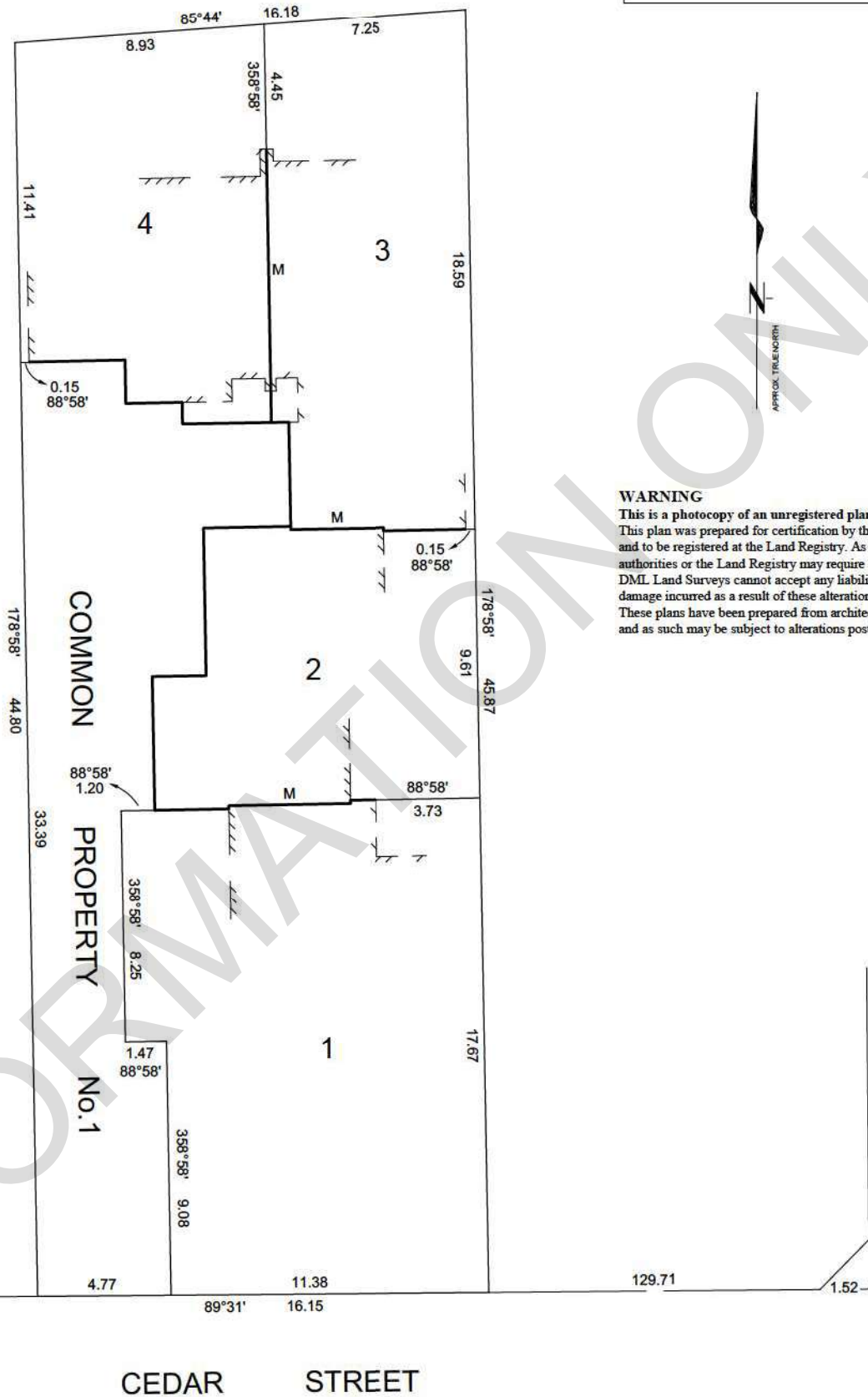
Date of issue: 31th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76332931 - 76332931095404 '396012'

PLAN OF SUBDIVISION			EDITION 1		PS923648X	
<div>LOCATION OF LAND</div> <div>PARISH: KEELBUNDORA</div> <div>TOWNSHIP:</div> <div>SECTION:</div> <div>CROWN ALLOTMENT:</div> <div>CROWN PORTION: 26(PART)</div> <div>TITLE REFERENCE: VOL.8603 FOL.181</div> <div>LAST PLAN REFERENCE: LOT 108 ON LP13479</div> <div>POSTAL ADDRESS: 44 CEDAR STREET, (at time of subdivision) THOMASTOWN, VIC. 3074</div> <div>MGA CO-ORDINATES: E: 325 360 ZONE: 55 (of approx centre of land in plan) N: 5 827 880 GDA 2020</div>			<div>WARNING</div> <div>This is a photocopy of an unregistered plan.</div> <div>This plan was prepared for certification by the local council and to be registered at the Land Registry. As council, service authorities or the Land Registry may require alterations; DML Land Surveys cannot accept any liability for any loss or damage incurred as a result of these alterations.</div> <div>These plans have been prepared from architectural drawings and as such may be subject to alterations post construction.</div>			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
NIL		NIL				
		<div>Boundaries shown by thick continuous lines are defined by buildings.</div> <div>Location of boundaries defined by buildings:</div> <div>Median Wall: Marked with 'M'</div> <div>Exterior Wall Face : All other boundaries</div>				
NOTATIONS						
DEPTH LIMITATION DOES NOT APPLY						
<div>SURVEY:</div> <div>This plan is/is not based on survey.</div> <div>STAGING:</div> <div>This is/is not a staged subdivision.</div> <div>Planning Permit No.</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No. N/A</div>						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND & LOTS IN THIS PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
<div> DML LAND SURVEYS</div> <div>P.O. Box 136, Lower Plenty 3093 E: enquiries@dmlsurveys.com.au www.dmlsurveys.com.au M: 0422 741 385 ABN 55 549 050 559 ACH 149 149 638</div>		SURVEYORS FILE REF: 2024-24		VERSION 1	ORIGINAL SHEET SIZE: A3	
				SHEET 1 OF 2		

PS923648X

**WARNING**

This is a photocopy of an unregistered plan.

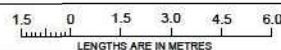
This plan was prepared for certification by the local council and to be registered at the Land Registry. As council, service authorities or the Land Registry may require alterations; DML Land Surveys cannot accept any liability for any loss or damage incurred as a result of these alterations.

These plans have been prepared from architectural drawings and as such may be subject to alterations post construction.



P.O. Box 136, Lower Plenty 3093
 E: enquiries@dmlsurveys.com.au
 www.dmlsurveys.com.au
 M: 0422 741 385
 ABN 65 546 950 500 ACH 546 546 628

SCALE
 1 : 150



ORIGINAL SHEET
 SIZE: A3

REF: 2024-24 VERSION 1
 SHEET 2

PERMIT NUMBER: PLN-42670



City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

44 CEDAR STREET THOMASTOWN
LOT 108 LP13479

THE PERMIT ALLOWS:

FOUR LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

- (1) The subdivision as shown on the endorsed plan shall not be altered or modified without the written consent of the Responsible Authority.

Services

- (2) (a) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
- (b) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.

Date issued: 9 MAY 2024

Signature for the
Responsible Authority: *Digitally signed in SPEAR*

PLN-42670

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

Prior to the issue of Certification

- (3) Before certification of the subdivision, plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

Prior to the issue of Statement of Compliance

- (4) Prior to the issue of a Statement of Compliance for the subdivision permitted under this permit:
 - (i) the owner must complete buildings and works approved under Planning Permit No. 719873 issued on 19 August 2022 to the satisfaction of the Responsible Authority; or
 - (ii) the owner of the land must enter into, and register on title, an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, which amongst other things, provides that:
 - a) except with the consent of the Responsible Authority, the development of any lot created by the subdivision of the land must be in accordance with the development authorised by Planning Permit No. 719873 issued by the Responsible Authority and the various conditions included in that Planning Permit and the development depicted in the plans from time to time endorsed pursuant to that Planning Permit.
 - b) the owner must provide access to any lot for the construction and maintenance of stormwater drainage works associated with the approved engineering plans where required.
 - c) the cost of the preparation or review of the agreement and its registration on the title to the land must be borne by the owner of the land.
- (5) The development of all lots created by the subdivision hereby approved must meet all the conditions and requirements of Planning Permit No. 719873.
- (6) No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- (7) All filling on the site shall be compacted to specifications approved by the Responsible Authority.

Date issued: 9 MAY 2024

**Signature for the
Responsible Authority: *Digitally signed in SPEAR***

PLN-42670

Public Open Space Contribution

- (8) In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 3% of the site value of all the land in the subdivision. This payment must be made prior to the issue of a Statement of Compliance.

Telecommunications

- (9) The owner of the land must enter into an agreement with:
- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- (10) Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Yarra Valley Water

(11) Water

The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.

(12) Sewerage

The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

Date issued: 9 MAY 2024

Signature for the
Responsible Authority: *Digitally signed in SPEAR*

PLN-42670

AusNet

(13) The applicant must-

- Enter into an agreement with Ausnet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
- Enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
- Rearrange to the satisfaction of Ausnet Electricity Services Pty Ltd, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such Lines shall be constructed with underground cables.

Time Limit

(14) In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or
- (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within six months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

PERMIT NOTE

Fire Rating Report

The issue of a Statement of Compliance for the subdivision may result in non-compliance with the Building Regulation. A fire rating report, prepared by a suitably qualified person, should be obtained prior to occupation of the buildings. The report must show that any common walls affected by the subdivision have adequate fire protection.

Infrastructure Protection

Should Statement of Compliance for the Subdivision be achieved prior to completion of the development as permitted by Planning Permit 719873 the site will remain a construction zone subject to the requirements of the approved Site Management Plan and a reinspection of the Public Assets will be undertaken by the Infrastructure Protection Unit upon completion of the development. All Public Assets will be required to be constructed/reinstated to the satisfaction of the Responsible Authority at that time.

Date issued: 9 MAY 2024

Signature for the
Responsible Authority: *Digitally signed in SPEAR*



**City of
Whittlesea**

New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS923648X
Certified: 10/05/2024
No. of Lots: 4
Council Name: Whittlesea City Council
Council Ref No: PLN-42670, PLN-42670, DA: 719873; CASE: 16347
SPEAR Ref No: S227670H
Property: 44 CEDAR STREET, THOMASTOWN VIC 3074

Lot Number	Unit Number	House Number	Road Name	Road Type	Locality
1	1	44	Cedar	STREET	THOMASTOWN
2	2	44	Cedar	STREET	THOMASTOWN
3	3	44	Cedar	STREET	THOMASTOWN
4	4	44	Cedar	STREET	THOMASTOWN

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

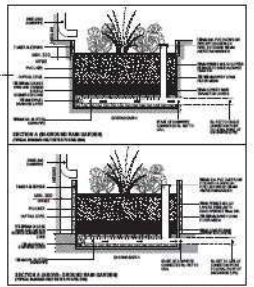
Date: 10/05/2024

Figure 16: Examples of the Poly-Bond and Reinforced Self-Healing Lightproof/Coatless. The figure contains three detailed cross-sectional diagrams of a window assembly. The left diagram shows a 'LUXCORP' window with a 'Self-Healing Lightproof/Coatless' layer. The middle diagram shows a 'Poly-Bond' window with a 'Self-Healing Lightproof/Coatless' layer. The right diagram shows a 'Reinforced Self-Healing Lightproof/Coatless' window with a 'Self-Healing Lightproof/Coatless' layer. Each diagram includes numerous labels for components like glass, sealant, and structural elements.

Figure 10 consists of two diagrams, (a) and (b), illustrating the layout of a 1000 sq ft building with a 10' x 10' grid. Both diagrams show a 10' x 10' grid with a 10' x 10' grid. The left diagram shows a 10' x 10' grid with a 10' x 10' grid. The right diagram shows a 10' x 10' grid with a 10' x 10' grid.

[illegible]

2012-2022: INTER-CITY, INFL. CONSTRUCTION
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 65. **INTER-CITY**
 66. **INTER-CITY**
 67. **INTER-CITY**
 68. **INTER-CITY**
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 80. **INTER-CITY**
 81. **INTER-CITY**
 82. **INTER-CITY**
 83. **INTER-CITY**
 84. **INTER-CITY**
 85. **INTER-CITY**
 86. **INTER-CITY**
 87. **INTER-CITY**
 88. **INTER-CITY**
 89. **INTER-CITY**
 90. **INTER-CITY**
 91. **INTER-CITY**
 92. **INTER-CITY**
 93. **INTER-CITY**
 94. **INTER-CITY**
 95. **INTER-CITY**
 96. **INTER-CITY**
 97. **INTER-CITY**
 98. **INTER-CITY**
 99. **INTER-CITY**
 100. **INTER-CITY**

[illegible]

0433 310 800
jaimend@rediffmail.com

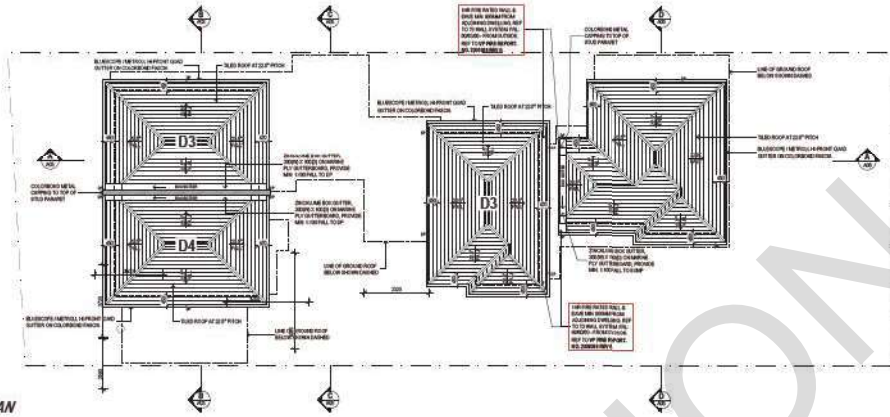
PROJECT: MULTI-FAMILY DEVELOPMENT AT 34 CEDAR STREET
THOMASTOWN

JOB NO: 301825 DRAWING: SITE & GROUND FLOOR PLAN

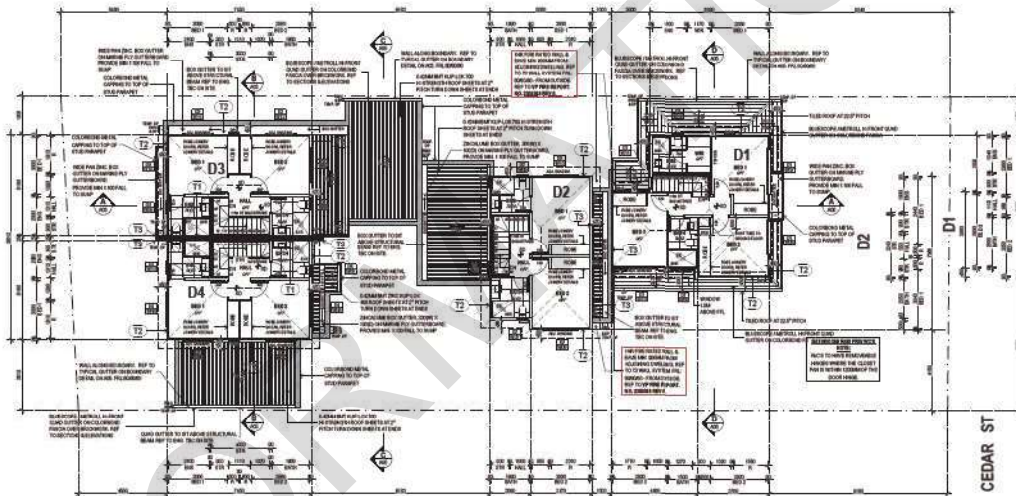
DATE: FEB 2015 DRAWN BY: DALE LAMB

SHEET NO. 001 OF NO. 01 - OVERALL SIZE: 30.00m x 20.00m (3000 x 2000)

NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	15/02/2015	DL
2	ISSUED FOR CONSTRUCTION	15/02/2015	DL
3	ISSUED FOR CONSTRUCTION	15/02/2015	DL



ROOF PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



CEDAR STREET


CEDAR ST

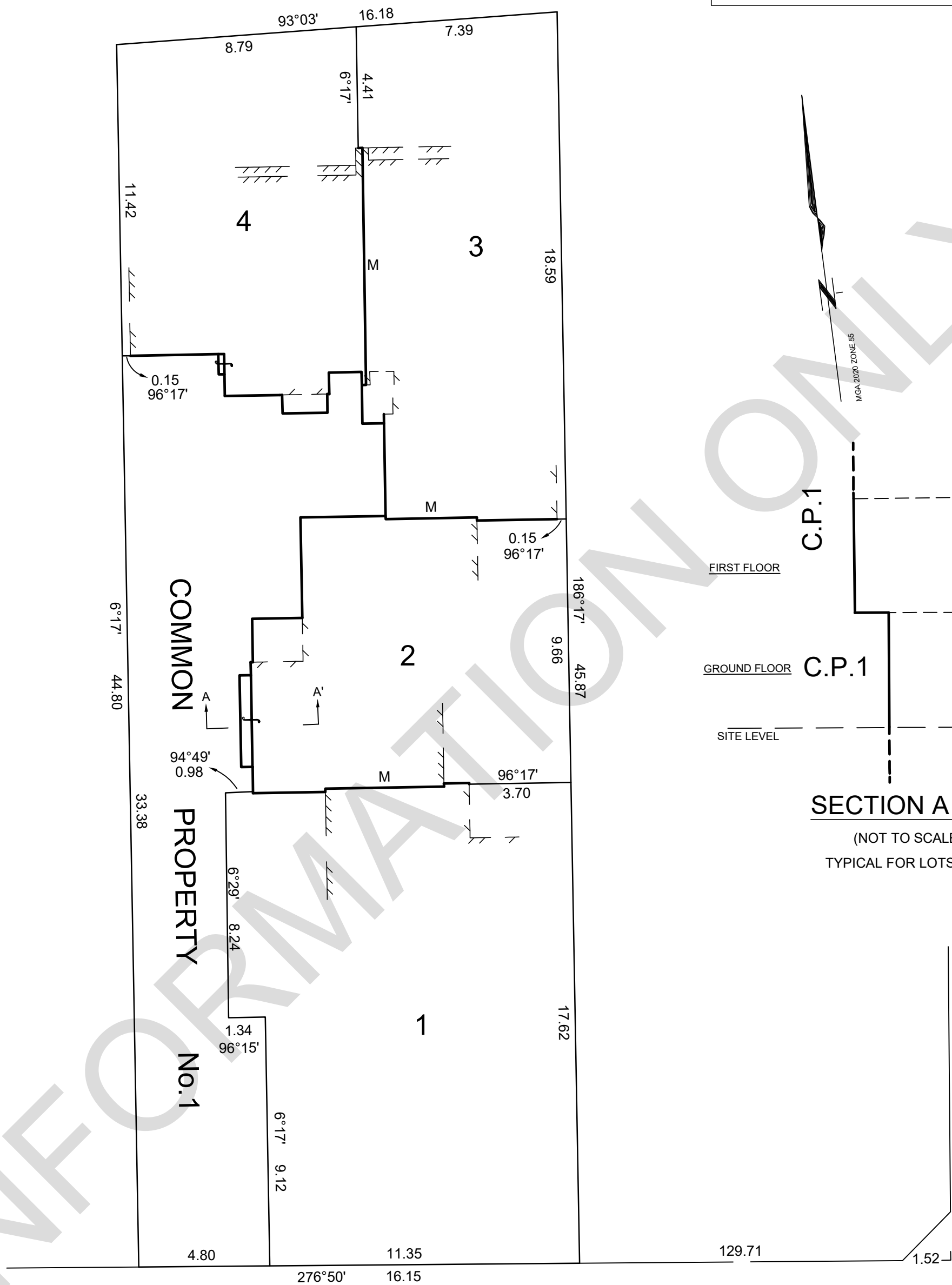
WALL TYPE SCHEDULE	
WALL TYPE	DESCRIPTION
1	CONCRETE WALL WITH EXTERIOR FINISH
2	CONCRETE WALL WITH INTERIOR FINISH
3	CONCRETE WALL WITH EXTERIOR FINISH AND INSULATION
4	CONCRETE WALL WITH INTERIOR FINISH AND INSULATION
5	CONCRETE WALL WITH EXTERIOR FINISH AND INSULATION AND STAIRS
6	CONCRETE WALL WITH INTERIOR FINISH AND INSULATION AND STAIRS
7	CONCRETE WALL WITH EXTERIOR FINISH AND INSULATION AND STAIRS AND ROOF
8	CONCRETE WALL WITH INTERIOR FINISH AND INSULATION AND STAIRS AND ROOF
9	CONCRETE WALL WITH EXTERIOR FINISH AND INSULATION AND STAIRS AND ROOF AND FLOOR
10	CONCRETE WALL WITH INTERIOR FINISH AND INSULATION AND STAIRS AND ROOF AND FLOOR

DEVELOPMENT SUMMARY	
NO. OF BUILDINGS	1
NO. OF FLOORS	1
NO. OF UNITS	1
NO. OF PARKING SPACES	1
NO. OF STAIRS	1
NO. OF ELEVATORS	1
NO. OF ROOFS	1
NO. OF FLOORS ABOVE GROUND	1
NO. OF FLOORS BELOW GROUND	1
NO. OF TOTAL FLOORS	2
NO. OF TOTAL UNITS	2
NO. OF TOTAL PARKING SPACES	2
NO. OF TOTAL STAIRS	2
NO. OF TOTAL ELEVATORS	2
NO. OF TOTAL ROOFS	2
NO. OF TOTAL FLOORS ABOVE GROUND	2
NO. OF TOTAL FLOORS BELOW GROUND	2
NO. OF TOTAL FLOORS	4
NO. OF TOTAL UNITS	4
NO. OF TOTAL PARKING SPACES	4
NO. OF TOTAL STAIRS	4
NO. OF TOTAL ELEVATORS	4
NO. OF TOTAL ROOFS	4
NO. OF TOTAL FLOORS ABOVE GROUND	4
NO. OF TOTAL FLOORS BELOW GROUND	4
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NO. OF TOTAL ELEVATORS	8
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NO. OF TOTAL FLOORS BELOW GROUND	8
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NO. OF TOTAL UNITS	16
NO. OF TOTAL PARKING SPACES	16
NO. OF TOTAL STAIRS	16
NO. OF TOTAL ELEVATORS	16
NO. OF TOTAL ROOFS	16
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NO. OF TOTAL FLOORS BELOW GROUND	16
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NO. OF TOTAL UNITS	32
NO. OF TOTAL PARKING SPACES	32
NO. OF TOTAL STAIRS	32
NO. OF TOTAL ELEVATORS	32
NO. OF TOTAL ROOFS	32
NO. OF TOTAL FLOORS ABOVE GROUND	32
NO. OF TOTAL FLOORS BELOW GROUND	32
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NO. OF TOTAL UNITS	64
NO. OF TOTAL PARKING SPACES	64
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NO. OF TOTAL FLOORS BELOW GROUND	128
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NO. OF TOTAL ROOFS	256
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NO. OF TOTAL UNITS	512
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NO. OF TOTAL STAIRS	512
NO. OF TOTAL ELEVATORS	512
NO. OF TOTAL ROOFS	512
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NO. OF TOTAL FLOORS BELOW GROUND	512
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NO. OF TOTAL ROOFS	1024
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NO. OF TOTAL FLOORS BELOW GROUND	1024
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NO. OF TOTAL ROOFS	281474976710656
NO. OF TOTAL FLOORS ABOVE GROUND	281474976710656
NO. OF TOTAL FLOORS BELOW GROUND	2

Journal of Management Education



PLAN OF SUBDIVISION			EDITION 1		PS923648X		
<div>LOCATION OF LAND</div> <div>PARISH: KEELBUNDORA</div> <div>TOWNSHIP:</div> <div>SECTION:</div> <div>CROWN ALLOTMENT:</div> <div>CROWN PORTION: 26(PART)</div> <div>TITLE REFERENCE: VOL.8603 FOL.181</div> <div>LAST PLAN REFERENCE: LOT 108 ON LP13479</div> <div>POSTAL ADDRESS: 44 CEDAR STREET, (at time of subdivision) THOMASTOWN, VIC. 3074</div> <div>MGA CO-ORDINATES: E: 325 360 ZONE: 55 (of approx centre of land in plan) N: 5 827 880 GDA 2020</div>			<div>Council Name: Whittlesea City Council</div> <div>Council Reference Number: PLN-42670 Planning Permit Reference: PLN-42670 SPEAR Reference Number: S227670H</div> <div>Certification</div> <div>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 10/05/2024</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</div> <div>Digitally signed by: Allison Bonanno for Whittlesea City Council on 22/05/2025</div> <div>Statement of Compliance issued: 30/05/2025</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</div>				
			<div>VESTING OF ROADS AND/OR RESERVES</div> <table><tr><td>IDENTIFIER</td><td>COUNCIL/BODY/PERSON</td></tr><tr><td>NIL</td><td>NIL</td></tr></table> <div>NOTATIONS</div> <div>DEPTH LIMITATION DOES NOT APPLY</div> <div>SURVEY: This plan is/is not based on survey.</div> <div>STAGING: This is/is not a staged subdivision. Planning Permit No. PLN-42670</div> <div>This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. N/A</div>				IDENTIFIER
IDENTIFIER	COUNCIL/BODY/PERSON						
NIL	NIL						
<div>NOTATIONS</div> <div>Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings:</div> <div>Median Wall: Marked with 'M'</div> <div>Exterior Wall Face : All other boundaries</div> <div>C.P. No.1 DENOTES COMMON PROPERTY No.1</div> <div>Lots in this plan may be affected by one or more owners corporations - see owners corporation search report for details.</div>							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND & LOTS IN THIS PLAN							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
<div> DML LAND SURVEYS</div> <div>P O Box 136, Lower Plenty 3093 E: enquiries@dmlsurveys.com.au www.dmlsurveys.com.au M: 0422 741 385 ABN 65 540 850 590 ACN 148 149 688</div>		SURVEYORS FILE REF: 2024-24		VERSION 2	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		Digitally signed by: DEAN LONEY, Licensed Surveyor, Surveyor's Plan Version (02), 20/05/2025, SPEAR Ref: S227670H					



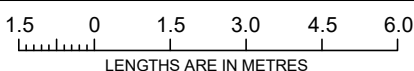
CEDAR STREET

BELAH STREET



P O Box 136, Lower Plenty 3093
E: enquiries@dmlsurveys.com.au
www.dmlsurveys.com.au
M: 0422 741 385
ABN 65 540 850 590 ACN 148 149 688

SCALE
1 : 150



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Surveyor's Plan Version (02),
20/05/2025, SPEAR Ref: S227670H

ORIGINAL SHEET
SIZE: A3

REF: 2024-24 VERSION 2
SHEET 2

Digitally signed by:
Whittlesea City Council,
22/05/2025,
SPEAR Ref: S227670H

OWNERS CORPORATION SCHEDULE

PS923648X

Owners Corporation No. 1	Plan No. PS923648X
--------------------------	--------------------

Plan No. PS923648X

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.:

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.:

Common Property No.:

Limitations of Owners Corporation:	Limited
------------------------------------	---------

Limitations of Owners Corporation:	Limited
------------------------------------	---------

<p>Notations</p> <p>The purpose of Owners Corporation No. 1 on PS923648X is limited to the management and administration of the common services</p>
--

<p>Notations</p> <p>The purpose of Owners Corporation No. 1 on PS923648X is limited to the management and administration of the common services</p>
--

Totals		
	Entitlement	Liability
This schedule	200	100
Balance of existing OC	0	0
Overall Total	200	100

Lot Entitlement and Lot Liability

[illegible]

DML Land Surveys
Unit 21, 337 SETTLEMENT Road THOMASTOWN VIC
3074

2024-24

SHEET 1
ORIGINAL SHEET SIZE: A3

ORIGINAL SHEET
SIZE: A3

Digitally signed by: DEAN LONEY, Licensed Surveyor,
Surveyor's Plan Version (02),
20/05/2025, SPEAR Ref: S227670H

Digitally signed by:
Whittlesea City Council,
22/05/2025,
SPEAR Ref: S227670H

OWNERS CORPORATION SCHEDULE

PS923648X

Owners Corporation No. 2	Plan No. PS923648X
--------------------------	--------------------

Plan No. PS923648X

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.: 1

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.: 1

Common Property No.: 1

Limitations of Owners Corporation:	Limited to Common Property
------------------------------------	----------------------------

Limitations of Owners Corporation:	Limited to Common Property
------------------------------------	----------------------------

Notations	
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The purpose of Owners Corporation No. 2 on PS923648X is limited to manage the use of the common property within the land affected by the Owners Corporation
Only the members of Owners Corporation No.2 are entitled to use Common Property No. 1

Totals		
	Estimated	Liability

The purpose of Owners Corporation No. 2 on PS923648X is limited to manage the use of the common property within the land affected by the Owners Corporation
Only the members of Owners Corporation No.2 are entitled to use Common Property No. 1

Totals		
	Estimated	Liability

Totals		
	Entitlement	Liability
This schedule	150	150
Balance of existing OC	0	0
Overall Total	150	150

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
2	50	50
3	50	50
4	50	50

DML Land Surveys
Unit 21, 337 SETTLEMENT Road THOMASTOWN VIC
3074

2024-24

SHEET 1
ORIGINAL SHEET SIZE: A3

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Digitally signed by:
Whittlesea City Council,
22/05/2025,
SPEAR Ref: S227670H



City of Whittlesea

New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS923648X
Certified: 10/05/2024
No. of Lots: 4
Council Name: Whittlesea City Council
Council Ref No: PLN-42670, PLN-42670, DA: 719873; CASE: 16347
SPEAR Ref No: S227670H
Property: 44 CEDAR STREET, THOMASTOWN VIC 3074

Lot Number	Unit Number	House Number	Road Name	Road Type	Locality
1	1	44	Cedar	STREET	THOMASTOWN
2	2	44	Cedar	STREET	THOMASTOWN
3	3	44	Cedar	STREET	THOMASTOWN
4	4	44	Cedar	STREET	THOMASTOWN

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 10/05/2024

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 8724023992589
ISSUED 22 February 2024

Issued to

Owner	Grader Living Pty Ltd	
Postal Address	172 Settlement Road Thomastown	Postcode 3074
Email	derek@mrcabinets.net.au	
Address for serving or giving of documents:	172 Settlement Road Thomastown	Postcode 3074
Contact Person	Grader Living Pty Ltd	Telephone

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

Owner	Grader Living Pty Ltd	
Postal Address	172 Settlement Road Thomastown	Postcode 3074
Email	derek@mrcabinets.net.au	
Contact Person	Grader Living Pty Ltd	Telephone

Property Details [include title details as and if applicable]

Number 44	Street/Road Cedar Street	Suburb Thomastown	Postcode 3074
Lot/s 108	LP/PS 013479	Volume 08603	Folio 181
Crown allotment	Section	Parish Keelbundora	County Bourke
Municipal District	Whittlesea City Council		

Builder

Name	Anthony James Ozzimo	Telephone 0412 333 119
Address	9 Cheviot Drive Mill Park	Postcode: 3082

Building practitioner registration no:	CDB-U 69777	*ACN/*ARBN: 646 666 471
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This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
A&A Building Group (Aus) Pty Ltd	Domestic Builder - Unlimited	CDB-U 69777

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Andrew Piccolo	Draftsperson - Building Design (Architectural)	DP-AD 45057
Halil Akdeniz	Engineer - Civil	PE0001506
Gino Catania	Engineer - Fire safety	PE0001532

Details of Domestic Building Work Insurance

Name of Builder: A&A Building Group (Aus) Pty Ltd

The issuer or provider of the required insurance policy is: Asset Insure

Insurance policy number : DBIVIC24020221, DBIVIC24020222, DBIVIC24020304, DBIVIC24020305

Insurance policy date : 14/02/2024

Details of Relevant Planning Permit

Planning Permit No: 719873

Date of grant of Planning Permit: 19 August 2022

Nature of Building Work

Description: 4x Double Storey Dwellings & Garages

Does the building work relate to a small second dwelling? No

Storeys contained: 2

Rise in storeys (for Class 2-9 building only): 0

Effective Height: 0

Type of Construction: Domestic

Version of BCA applicable to permit: NCC 2019 Amendment 1

Stage of Building Work Permitted:

Cost of Building Work: \$1,200,000.00

Total floor area of new building work in m2: 440

Building classification

Part of Building: Dwelling

BCA Classification: 1a(a)

Part of Building: Deck

BCA Classification: 10a

Part of Building: Front Fence

BCA Classification: 10b

Part of Building: Garage

BCA Classification: 10a

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.1.1, P2.2.2 & P2.2.3	Building Product: NRG Greenboard Insulated Wall Cladding System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM30005 Rev2 Date of issue: 17/05/2022 Date of expiry: 17/05/2025
P2.3.1	Unit 2 fire rated external wall on the First Floor not commencing from ground slab/footing, & Alternative method of protection for eaves located within 450 mm of future allotment boundary.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
City of Whittlesea	Legal Point of Stormwater Discharge	Regulation 133

Protection Work

Protection work is required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory notification stages are:

Inspection of Bored Piers
 Inspection of Pre Slab
 Inspection of Slab Steel
 Inspection of Frame
 Inspection of Footings
 Inspection of Sub-Floor
 Inspection of Final

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

Commencement and Completion

This building work must commence by 22 February 2025

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

This building work must be completed by 22 February 2026

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

Conditions

This permit is subject to the following conditions

- i. Refer to appendix "A"

Required Certificates

This permit is subject to the following certificates

- i. Refer to appendix "B"

Relevant Building Surveyor

Name: Luxcorp Building Surveyors Pty Ltd

Address: 1/124-126 Railway Avenue, East Ringwood 3135

Email: Admin@luxcorp.com.au

Building practitioner registration no.: CBS-L 72867

Municipal district: Whittlesea City Council

Designated Building Surveyor



Name: Vincent Italiano

Building practitioner registration no.: BS-L 42542

Permit no.: 8724023992589

Date of issue of permit: 22 February 2024

Appendix "A"
Conditions of Approval
Building Permit No.8724023992589

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to an Occupancy Permit being issued:

1. Prior to any CFI/OP being issued, all outstanding fees must be paid.
2. Prior to booking a frame inspection a copy of the Floor Joists/Beam Layout Computations, Certification and Layouts are to be submitted to the Relevant Building Surveyor.
3. Prior to booking a frame inspection a copy of the Truss Computations, Certification and Layouts are to be submitted to the Relevant Building Surveyor.
4. The building work must be carried out in accordance with the building permit and endorsed plans/specifications. No alteration from the permit documentation is permitted without the written consent of the Relevant Building Surveyor.
5. A copy of the building permit and approved documentation must be available onsite at all times during construction.
6. The owner is responsible for obtaining any planning approvals for the building work and complying with any restrictive covenants or section 173 agreements.
7. No building work or unauthorized encroachment over the title boundaries are permitted.
8. Signage listing the contact details, registration numbers of the Builder and Building Surveyor, building permit number and issue date must be displayed in a conspicuous position accessible to the public.
9. Prior to or with an application for an occupancy permit and or final certificate, the builder must provide a slip-resistance report for stair treads, landings and ramps satisfactory to the relevant building surveyor.
10. Builder to provide statement confirming the construction was completed in accordance with the Building Permit and Town Planning Permit.
11. This building approval does not allow any protected vegetation to be removed, destroyed or lopped. Confirmation from the Municipal Planning Department to be sought should protected vegetation need to be removed, destroyed or lopped.

Appendix "B"
Required Certificates
Building Permit No.8724023992589

The building permit for this project has been issued subject to the following certificates and further information being submitted prior to an Occupancy Permit being issued:

1. Please provide a completed Form 15 - Application for Occupancy Permit.
2. Prior to the CFI/OP being issued, a certificate for insulation installation must be provided verifying compliance with AS 4859.1-2002 and AS 3999-2015.
3. Prior to the OP/CFI a copy of the termite protection certificate is to be submitted to the Relevant Building Surveyor confirming compliance with AS 3660-2014.
4. The Builder must provide a waterproofing certificate including manufacturer's details, warranties and systems used. All internal wet areas are to be waterproofed in accordance with AS 3740-2010.
5. Prior to booking a frame inspection a copy of the Truss Computations, Certification and Layouts are to be submitted to the Relevant Building Surveyor.
6. Prior to booking a frame inspection a copy of the Floor Joists/Beam Layout Computations, Certification and Layouts are to be submitted to the Relevant Building Surveyor.
7. Prior to or with an application for an occupancy permit and or final certificate, the builder must provide a slip-resistance report for stair treads, landings and ramps satisfactory to the relevant building surveyor.
8. The Builder must provide a letter confirming the Partywall has been constructed in accordance with the approved Building Permit documentation and the Manufacturer's Specifications.
9. Builder to provide statement confirming the construction was completed in accordance with the Building Permit and Town Planning Permit.
10. The Builder must provide a Electrical Safety Certificate for non prescribed electrical installations. Reference to Interconnected and Hardwired Smoke Detectors.
11. The Builder must provide a Electrical Safety Certificate for prescribed electrical installations.
12. The Builder must provide a copy of the following:
 - An energy rating statement verifying all requirements of the energy rating report/measures have been installed.
13. The Builder must provide glazing certificate including details of the glass being installed in accordance with the approved drawings, specifications and AS1288-2006 & AS2047-2014.
14. Prior to the CFI/OP issued, the builder must provide a compliance certificate indicating the glass shower screens have been installed in accordance with AS 1288-2006.
15. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:
 - Solar Hot Water Panels or Rain Water Tank
16. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:
 - Roof Plumbing.
17. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:
 - Sanitary Plumbing.
18. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:
 - Drainage (below ground Sewer).
19. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:
 - Drainage (below ground Stormwater).
20. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work

(referencing any Performance Solutions) as follows:

- Cold Water Plumbing.
- Hot Water Plumbing.

21. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows:

- Gasfitting.

22. The Builder must provide Plumbing Compliance certificates for all applicable plumbing work (referencing any Performance Solutions) as follows: - Mechanical Plumbing.

Appendix 'C'

Endorsed Documents

Documents forming part of this building permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of the inspection stages nominated by the Relevant Building Surveyor.

Document Description	Prepared By
Architectural Drawings - P1-P5	Prime Architectural - Andrew Piccolo
Architectural - Electrical Plan - P1	Prime Architectural - Andrew Piccolo
Party Wall Design & Installation - P1-48	Gyprock
Greenboard Insulated Wall Cladding - P1-32	Codemark Australia
Certificate of Conformity - P1-9	Codemark Australia
Artificial Lighting Power Report - P1-5	Advantage Energy Ratings
Energy Efficiency Specifications Report - P1-45	Advantage Energy Ratings
Engineering Computations - P1-60	Hartli Consulting Engineers

Certificate of Compliance - 126 - S1-2	Halil Akdeniz
Structural Drawings - S0-S19 REV A	Halil Akdeniz
Foundation Investigation Report - P1-15	All Metro Geotech Pty Ltd
Title Re-establishment & Feature Survey - Sheet 1 - REV 1	Terrain Consulting Group
Certificate of Compliance - 126 - P1-3	Gino Catania
FIRE ENGINEERING REPORT - P1-21	VP Fire
Certificate of Compliance - 126 - P1-2	VP Fire - Thanh Vuong
Fire Engineering Brief - P1-18	VP Fire - Richard Pan

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT – TOWNHOUSE 1

This occupancy permit must be displayed in the following approved location:

Property Details							
Number	44	Street/Road	Cedar Street	City/Suburb/ Town	Thomastown	Postcode	3074
Lot/s	108	LP/PS	013479	Volume	08603	Folio	181
Crown Allotment		Section		Parish	Keelbundora	County	Bourke
Municipal District Whittlesea City Council							

Building permit details

Building permit number **8724023992589**

Version of BCA applicable to building permit **NCC 2019 Amendment 1**

Building Details:

Description of Building Works: **4x Double Storey Dwellings & Garages**

Part of Building	Permitted Use	Allowable Live Load	Persons Accommodated:	BCA Classification
Dwelling	Domestic	1.5kPa	Not applicable	1a(a)
Deck	Domestic	1.5kPa	Not applicable	10a
Front Fence	Domestic	Not applicable	Not applicable	10b
Garage	Domestic	2.0kPa	Not applicable	10a

Effective Height: **0**

Type of Construction: **Domestic**

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies: *[list matters not referenced on the relevant building permit]*

Relevant performance requirement

P2.1.1, P2.2.2 & P2.2.3

Details of performance solution

Building Product: NRG Greenboard Insulated Wall Cladding System

Performance solution by: Cert Mark International
Certificate of Conformity issued under ABCB Certification Scheme: CodeMark

Certificate number: CM30005 Rev2

Date of issue: 17/05/2022

Date of expiry: 17/05/2025

P2.3.1

Unit 2 fire rated external wall on the First Floor not commencing from ground slab/footing, & Alternative method of protection for eaves located within 450 mm of future allotment boundary.

Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation
City of Whittlesea	Legal Point of Stormwater Discharge	Regulation 133

(1) Prior to Occupation of this dwelling the following is conditional:

Suitability for Occupation

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

Approved dates of Inspections:

The mandatory inspection approval dates are listed in appendix (A).

In accordance with regulation 205 of the *Building Regulations 2018*, listed below are the approved dates of the inspections carried out at the mandatory notification stages of building work carried out at the property specified above.


Inspection Records

	Approval Date
Inspection of Bored Piers	06/03/2024
Inspection of Pre Slab - Units 3 & 4	29/04/2024
Inspection of Pre Slab - Unit 1 & 2	30/04/2024
Inspection of Slab Steel - Units 3 & 4	01/05/2024
Inspection of Slab Steel - Units 1 & 2	02/05/2024
Re-Inspection of Frames (units 1-4)	17/12/2024
Inspection of Final (Units 1 - 4)	16/05/2025

Relevant Building Surveyor

Name	Luxcorp Building Surveyors Pty Ltd
Registration No.	CBS-L 72867
ACN/ABN	649 974 603
Email	vin@luxcorp.com.au
Address	1/124-126 Railway Avenue, East Ringwood 3135

Designated Building Surveyor

Name	Vincent Italiano
Registration No.	BS-L 42542
Signature	
Occupancy Permit No	BLD20231372-OP
Final Inspection Date	16 May 2025
Date of Issue:	20 May 2025

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC24020221

Date of Issue: 14 February 2024

A & A Building Group (AUS) Pty Ltd
9 Cheviot Drive, Mill Park, VIC, 3082

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 has been issued by Assetinsure Pty Limited as insurer, in respect of the Domestic Building Work described below.

BUILDER

Building Entity Name:
ABN/ACN:
VBA Registration Number:

A & A Building Group (AUS) Pty Ltd
68 646 666 471/646 666 471
CDB-U 69777

DETAILS OF WORKS

Building Owner (The Insured):
Address:
Description of Works:
Contract Dated:
Declared Contract Price:
Estimated Start Date:
Estimated Completion Date:

Grader Living Pty Ltd
1/44 Cedar, Thomastown VIC 3074
New Residential Build - Multi Dwelling
31 January 2024
\$300,000.00
22 February 2024
01 September 2025

Subject to the Building Act 1993, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:



Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

Verify This Certificate Is Authentic



cwi.assetinsure.com.au/verify

IMPORTANT

If the builder's name and/or its ABN/ACN, type of domestic building work and contract price listed above does not exactly match with the information on the domestic building contract, please contact Assetinsure immediately. If these details are incorrect, the domestic building work may not be covered.

This certificate covers the single home described above only. If more than one home has/is being built on one site (such as duplex or unit) a separate certificate is required for each home. If 3 or more homes are proposed/under construction the description of works above should be New Residential - Multi Dwelling.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 April 2025 02:54 PM

PROPERTY DETAILS

Address: **44 CEDAR STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 108 LP13479**
Standard Parcel Identifier (SPI): **108\LP13479**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **109066**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 K7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

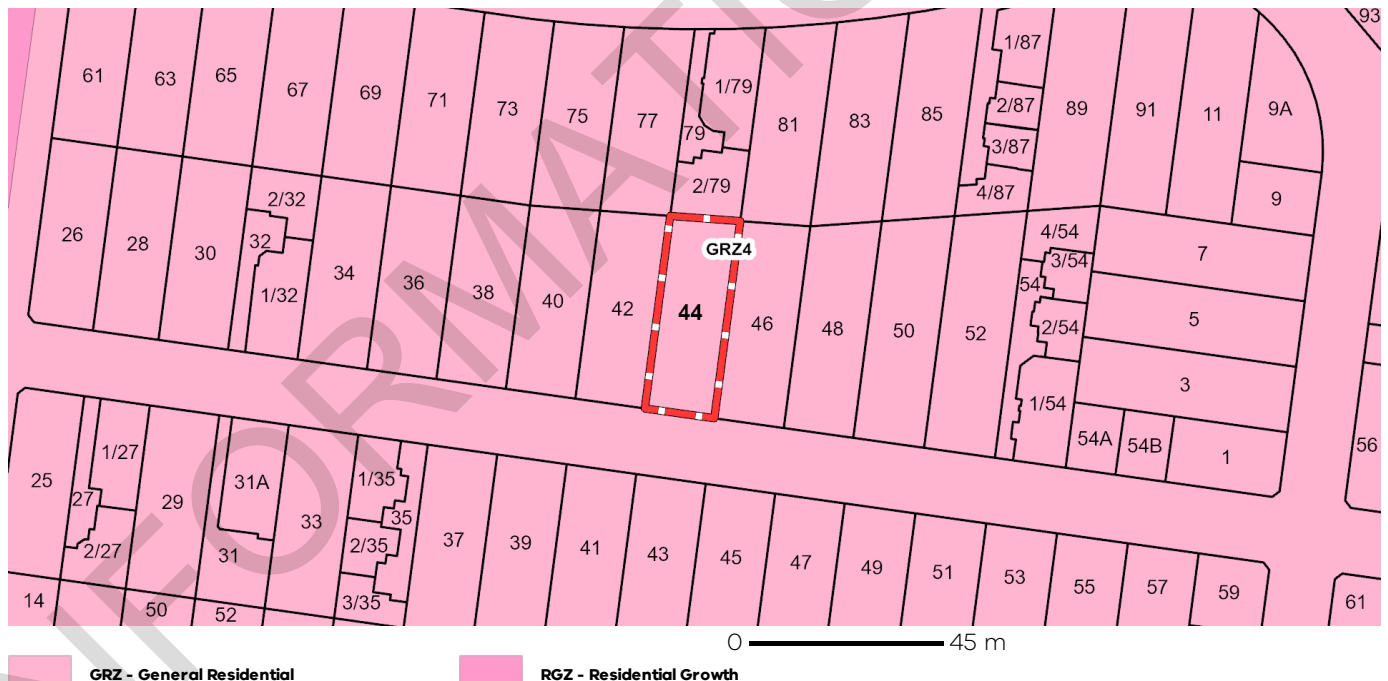
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)

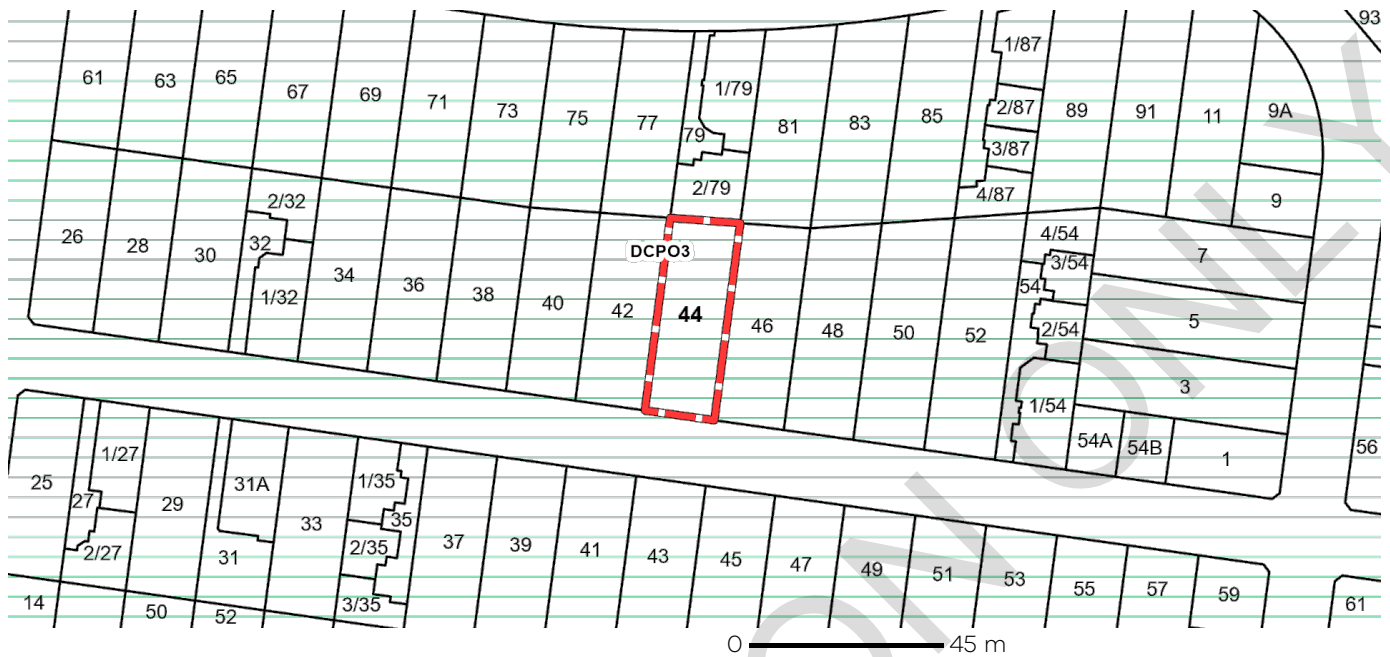


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



 **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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



 **SBO - Special Building 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 11 April 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

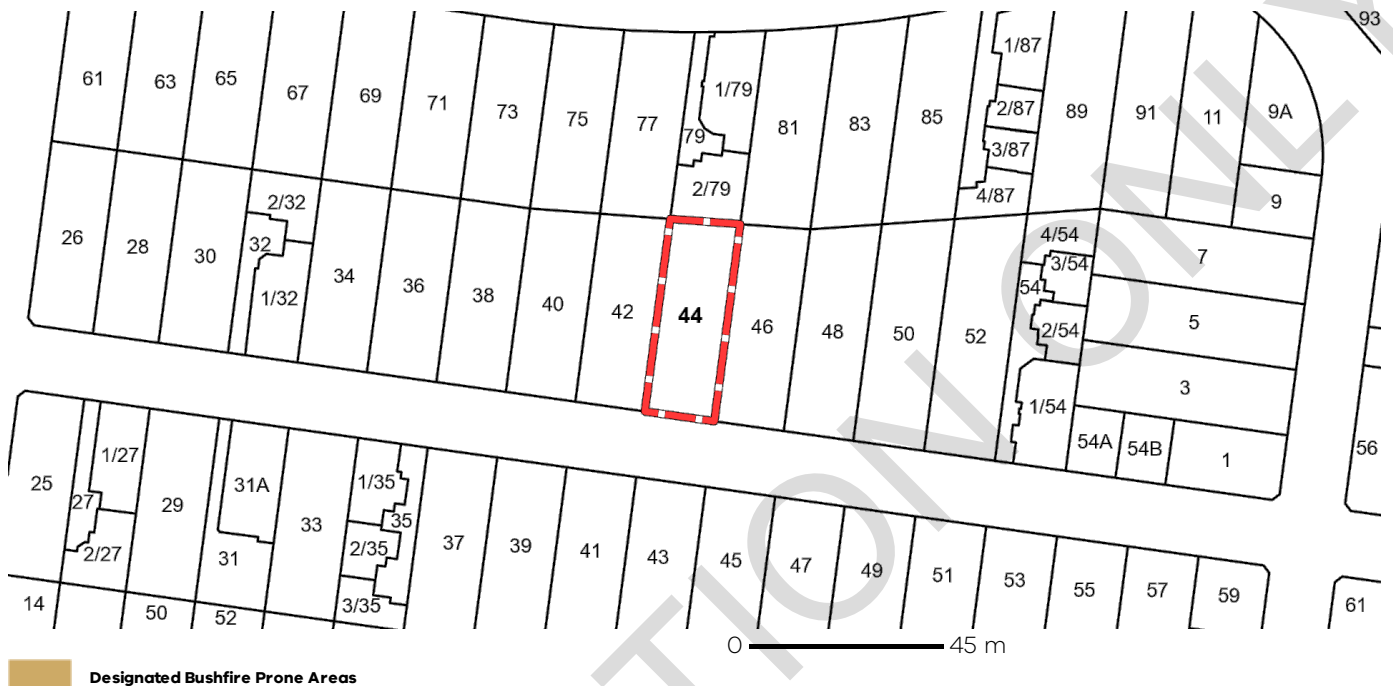
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

PROPERTY REPORT

From www.land.vic.gov.au at 15 April 2025 02:54 PM

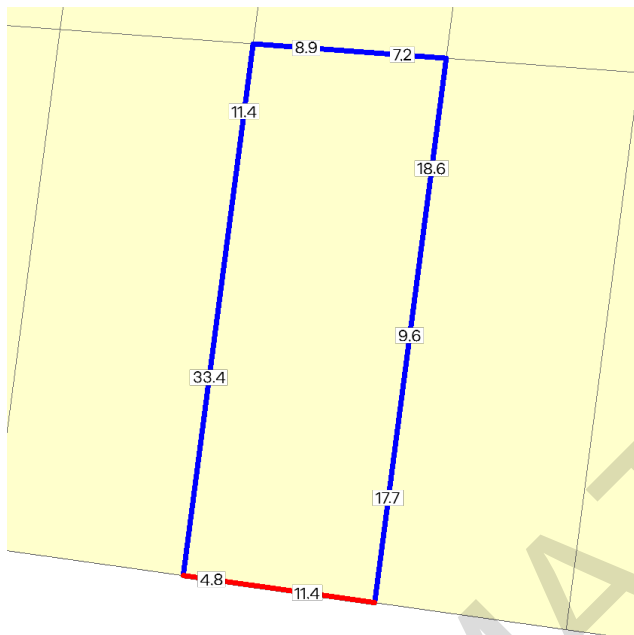
PROPERTY DETAILS

Address: **44 CEDAR STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 108 LP13479**
Standard Parcel Identifier (SPI): **108\LP13479**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **109066**
Directory Reference: **Melway 8 K7**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 732 sq. m

Perimeter: 123 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



Selected Property

DATED

2024

GRADER LIVING PTY LTD

ACN: 670 572 442

CONTRACT OF SALE OF REAL ESTATE

Property: LOT 1, 44 CEDAR STREET, THOMASTOWN VIC 3074

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD
954 High Street Reservoir Vic 3073
Tel: 94646732

Ref: AJ:24/2847AJ