

Vanessa Bertuna

Vendor(s)

and

Purchaser(s)

CONTRACT OF SALE

**Property Address: 6 Rathdowne Drive
MICKLEHAM VIC 3064**



IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

(Section 31 Sale of Land Act 1962)

- You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
- You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
- You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.
-

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

IMPORTANT NOTICE TO INTERESTED PURCHASERS

This information has been supplied to us. Prompt Legal Services Pty. Ltd. accepts no responsibility for any omissions or errors in the documentation. It is possible that further details and / or changes relating to the documentation may be included at a later date prior to any sale of the property. Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

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

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Signature(s):	
Print Name(s):	
Date:	2024
State nature of authority [if applicable] (e.g. ‘director’, ‘attorney under power of attorney’)	

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR

Signature(s):	
Print Name(s):	Vanessa Bertuna
Date:	2024
State nature of authority [if applicable] (e.g. ‘director’, ‘attorney under power of attorney’)	

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

PARTICULARS OF SALE

VENDOR

VENDOR'S ESTATE AGENT

Jason Real Estate
201B Melrose Drive, Tullamarine VIC 3043

REF: Jason Sassine
PH: 03 9338 6411
Mobile: 0419332536
eMail:
jason@jasonrealestate.com.au

VENDOR(S)

Vanessa Bertuna

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**Prompt Legal Services Pty.
Ltd.
Incorporating Gladstone
Park Conveyancing**
25A Gladstone Park Dr
Gladstone Park VIC 3043

LYNETTE ITALIA/SHERYN KHAN
PH: (03) 9334 2370
lynette@gpc.net.au
REF: 21/25465

PURCHASER

PURCHASER

PURCHASERS DETAILS

Address:

Telephone:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

REF:
PH:
FAX:

LAND *(general conditions 7 and 13)*

The land is -
described in the table below-

The whole of Certificate of Title reference	Being lot	On Plan
Volume 11937 Folio 091	2422	PS 801122V

PROPERTY ADDRESS:

The address of the land is

**6 Rathdowne Drive
MICKLEHAM VIC 3064**

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures

GOODS (general condition 6.3(f))
(List or attach schedule if required)

All fixed floor coverings, electric light fittings and window furnishings. Chandeliers are not part of the property and will be removed by the Vendor prior to settlement.

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

PAYMENT

PRICE \$ 0.00

DEPOSIT \$ 0.00 by
(of which \$
has been paid)

BALANCE \$ *Payable at settlement*

GST

(refer to general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a 'going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

GST WITHHOLDING

Notice is required to be given by the vendor: **YES - the Property is residential**
Withholding required by Purchaser: **NO - the premises are not new**

SETTLEMENT (refer to general condition 17 & 26.2)

Is due on /..... /202__

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

- the above date; or
- fourteen (14) days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision;
- fourteen (14) days after the Vendor gives notice to the purchaser in writing that the Occupancy Permit has issued for the dwelling.

LEASE (refer to general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear here: _ **N/A** _ in which case refer to general condition 1.1.

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

- Refer to the lease schedule as attached in the Vendors statement
- residential tenancy agreement for a fixed term ending / /202__; or
- periodic residential tenancy agreement determinable by notice; or
- lease for a term ending / /202__ with ___ options to ,renew, each of _____ years.

TERMS CONTRACT (general condition 30)

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

LOAN

(refer to general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: ____ / ____ / 202__

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. LOSS OR DAMAGE BEFORE SETTLEMENT

General Condition 31 (Loss or damage before settlement) is amended by deleting General Conditions 31.4, 31.5 and 31.6.

2. AUCTION CONDITIONS

If the property is offered for sale by public auction, subject to the vendor's reserve price, the Rules for the conduct of the auction are set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

3. DEPOSIT RELEASE

3.1 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.

3.2 The Purchaser must not unreasonably refuse to give notice in accordance with section 27 (3) of the said Act.

4. REPRESENTATIONS

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor (or anyone on the vendor's behalf) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.

5. IDENTITY AND MEASUREMENTS

The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser must not make any requisition nor claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the cost of doing so.

6. CONDITION AND STATE OF REPAIR

- 6.1 The purchaser acknowledges that the property is sold in the condition and state of repair and subject to all faults and defects existing at the day of sale.
- 6.2 No warranty or representation (whether express or implied) is given about the property by the vendor (or anyone on the vendor's behalf) regarding;
- (a) the nature, condition, quality or state of repair,
 - (b) defects (latent or patent), dilapidation or infestation (including without limitation its environmental condition or contamination),
 - (c) fitness for any purpose, and/or
 - (d) compliance with building regulations.
- 6.3 The purchaser expressly releases the vendor (and/or anyone acting on behalf of the vendor) from any claims or demands in respect to any warranty or representation alleged to have been given about the property.

7. LAND TAX AND RATES

No monies shall be withheld from the vendor from the purchase monies payable under this contract on account of any rates or state land tax which may be or may after the date of this contract become charges on the land. The vendor acknowledges that it may be liable for payment of any rates and state land tax chargeable upon the land to the date upon which the purchaser becomes entitled to possession and shall indemnify and keep the purchaser indemnified in respect of any such rates or state land tax charged upon the property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the property.

8. ADJUSTMENTS

If requested, the Purchaser must provide copies of all certificates, searches and other information used to calculate adjustments. The vendor will not be obliged to provide payment details until such time as the copies have been received.

9. CONTRACT VARIATION

The purchaser acknowledges that the vendor will incur additional legal costs if the purchaser requests any variation to this contract, including, but not limited to, extension of loan approval, building report or pest report approval dates. The purchaser must pay at settlement an amount of \$110.00 inclusive of GST to the vendor's legal practitioner for each separate extension or variation granted by the vendor.

10. SETTLEMENT RESCHEDULING FEE

The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$220.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with consent of the vendor.

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 in the header 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 vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use 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 receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring 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 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 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 the holder of an unencumbered estate in free 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 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*. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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) 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 lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser 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.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, 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;
 - (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.

GUARANTEE

The party to this Instrument named and described after the words "the Guarantor" in the schedule here to (the "Guarantor") IN CONSIDERATION of the Vendor named and described in the Contract of Sale annexed hereto and bearing even date herewith (the "Contract") entering into the Contract with the Purchaser named and described in the Contract HEREBY AGREES to guarantee and indemnify the Vendor as follows: -

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within fourteen (14) days of the date for each payment as prescribed whether a demand for payment has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen (14) days after the due date of observance or performance as prescribed by the Contract whether a demand for such observation or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the guarantor or severally in respect of any other guarantee or security) or release part with vary relinquish or renew in whole or in part any security document of title assets or right to be held by the Vendor.
4. All moneys received by the Vendor from or account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove the total indebtedness of the Purchaser.
5. In the event of liquidation or bankruptcy of the Purchaser the Guarantor authorizes the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under the Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.
10. In the event of the Purchaser exercising his rights under the Sale of Land Act 1962 to call for a Transfer of Land and a Mortgage to secure the moneys otherwise then outstanding under the Contract the Guarantor will execute on demand a guarantee of the mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. When not inconsistent with the context the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include the Guarantor his executors and administrator or in the case of a corporate Guarantor that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every one of them or any of them and the executors

administrators or successors of each and every one of them or any of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally. The expression "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meanings assigned to them in the contract. Words importing persons shall extend to and include companies and corporations and words importing singular or plural number shall extend to and include the plural and singular numbers respectively. Words importing one gender shall extend to and include any other gender.

IN WITNESS WHEREOF the Guarantor/s have set their hands and seals the day of _____ 202__

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SCHEDULE

THE GUARANTORS:

SALE OF LAND REGULATIONS 2005
SCHEDULE 1
GENERAL RULES
FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Due Diligence Checklist



What you need to know before buying a residential property

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

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

Vanessa Bertuna

VENDOR'S STATEMENT

**Property Address: 6 Rathdowne Drive
MICKLEHAM VIC 3064**



**PROMPT LEGAL SERVICES
MELBOURNE**

www.promptlegalservices.com.au

**259A KEILOR ROAD
ESSENDON 3040**

**Tel No: 9379 0877
Fax No: 9379 2972**

**VENDOR'S STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: VANESSA BERTUNA

PROPERTY ADDRESS: 6 Rathdowne Drive
Mickleham VIC 3064

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit to buy.

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

1 FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge other than those disclosed in the attached certificates

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

The particulars of any Charge (whether registered or not) over the land imposed by or under an to secure an amount due under that Act, including the amount owing under the charge are as follows:-

None to the vendors knowledge other than those disclosed in the attached certificates

2 INSURANCE

(a) **Damage and Destruction**

This section 2(a) 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

(b) **Owner-Builder**

This section 2(b) 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

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Easements affecting the land are as set out in the attached copies of title.

Covenants affecting the land are as set out in the attached copies of title.

Other restrictions affecting the land are as attached.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. 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 underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is **Not** in an area that is designated as a bushfire prone area under section 192A of the *Building Act 1993*

(c) **ROAD ACCESS**

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme: See attached certificate.
Responsible Authority: See attached certificate.
Zoning: See attached certificate.
Planning Overlay/s: See attached certificate.

4 NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:-

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) The **Vendor is not aware** of any 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.

- (c) Particulars of any Notice of intention to acquire served under Section 6 of the **Land Acquisition and Compensation Act 1986** are: **None to the Vendors knowledge**

5 BUILDING PERMITS

Particulars of any Building Permit issued under the **Building Act 1993** during the past seven years (where there is a residence on the land):-
Is contained in the attached Certificate/s.

6 OWNERS CORPORATION

The Land is **NOT** affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the **Planning and Environment Act 1987** is **NOT**

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed
- .

8 SERVICES

Service	Status
Electricity supply	Available to Lot
Gas supply	Available to Lot
Water supply	Available to Lot
Sewerage	Available to Lot
Telephone services	Available to Lot



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

VOLUME 11937 FOLIO 091

Security no : 124111855619J
Produced 15/01/2024 10:58 AM

LAND DESCRIPTION

Lot 2422 on Plan of Subdivision 801122V.
PARENT TITLE Volume 11930 Folio 126
Created by instrument PS801122V 04/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VANESSA BERTUNA of 6 RATHDOWNE DRIVE MICKLEHAM VIC 3064
AT311495X 05/06/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT311496V 05/06/2020
WESTPAC BANKING CORPORATION

COVENANT PS801122V 04/12/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AN452005H 13/01/2017

DIAGRAM LOCATION

SEE PS801122V 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: 6 RATHDOWNE DRIVE MICKLEHAM VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 05/06/2020

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS801122V
Number of Pages (excluding this cover sheet)	8
Document Assembled	15/01/2024 10:59

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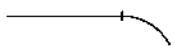
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PLAN OF SUBDIVISION	EDITION 1	PS 801122V
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<p>LOCATION OF LAND</p> <p>PARISH: MICKLEHAM</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 24 (PART)</p> <p>TITLE REFERENCE: VOL 11930 FOL 126</p> <p>LAST PLAN REFERENCE: LOT T ON PS746094C</p> <p>POSTAL ADDRESS: ERROL BOULEVARD (at time of subdivision) MICKLEHAM 3064</p> <p>MGA 94 CO-ORDINATES: E 314 300 (approx. centre of land in plan) N 5 844 250 ZONE: 55</p>	<p>Council Name: Hume City Council</p> <p>Council Reference Number: S008002 Planning Permit Reference: P19036 SPEAR Reference Number: S090949B</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6. 13/02/2017</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 30/11/2017)</p> <p>Digitally signed by: Patrick Mora for Hume City Council on 05/09/2017</p> <p>Statement Of Compliance issued: 30/11/2017</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS
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IDENTIFIER	COUNCIL/BODY/PERSON	STAGING
ROAD R1	HUME CITY COUNCIL	This is is not a staged subdivision Planning Permit No. P19036
RESERVE No.1	HUME CITY COUNCIL	
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD	
RESERVE No.3	JEMENA ELECTRICITY NETWORKS (VIC) LTD	DEPTH LIMITATION DOES NOT APPLY
		LAND SUBDIVIDED - 8.255ha
		LOTS 1 TO 2400 & 2477 TO 2600 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
		TANGENT POINTS ARE SHOWN THUS: 


OTHER PURPOSE OF PLAN
TO REMOVE THE WHOLE OF POWERLINE EASEMENT E-3 ON PS746094C (NOW CONTAINED IN DORCAS ROAD ON THIS PLAN).

GROUND FOR REMOVAL OF EASEMENT
AGREEMENT BY ALL INTERESTED PARTIES.

EASEMENT INFORMATION

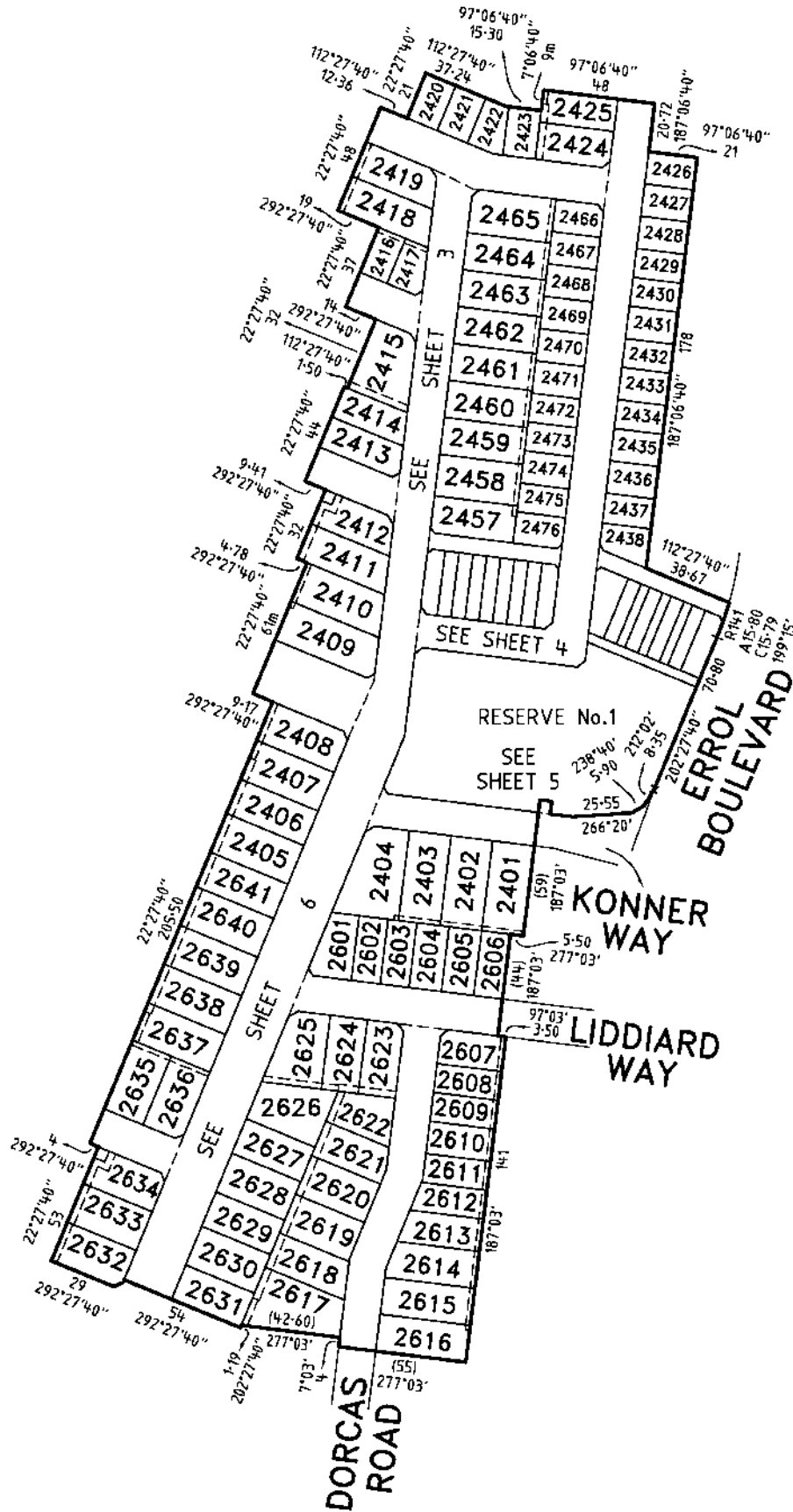
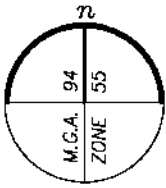
LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

<p>MERRIFIELD – 24 117 LOTS</p> <p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR GEOFFREY JAMES TURNER</p> <p>DATE 16/08/17 REFERENCE 29005243 VERSION N DRAWING 2900524AN</p> <p>Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd), Surveyor's Plan Version (N), 16/08/2017, SPEAR Ref: S090949B</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 8 SHEETS</p> <p>PLAN REGISTERED TIME: 6.31pm DATE: 4/12/2017 A.R.T. Assistant Registrar of Titles</p>
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PLAN OF SUBDIVISION

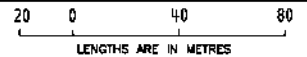
PS 801122V



MERRIFIELD - 24

LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE
1:2000



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 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



DATE 16/08/17
 VERSION N

REFERENCE 29005243
 DRAWING 2900524AN

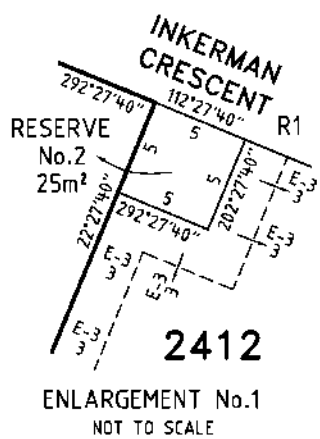
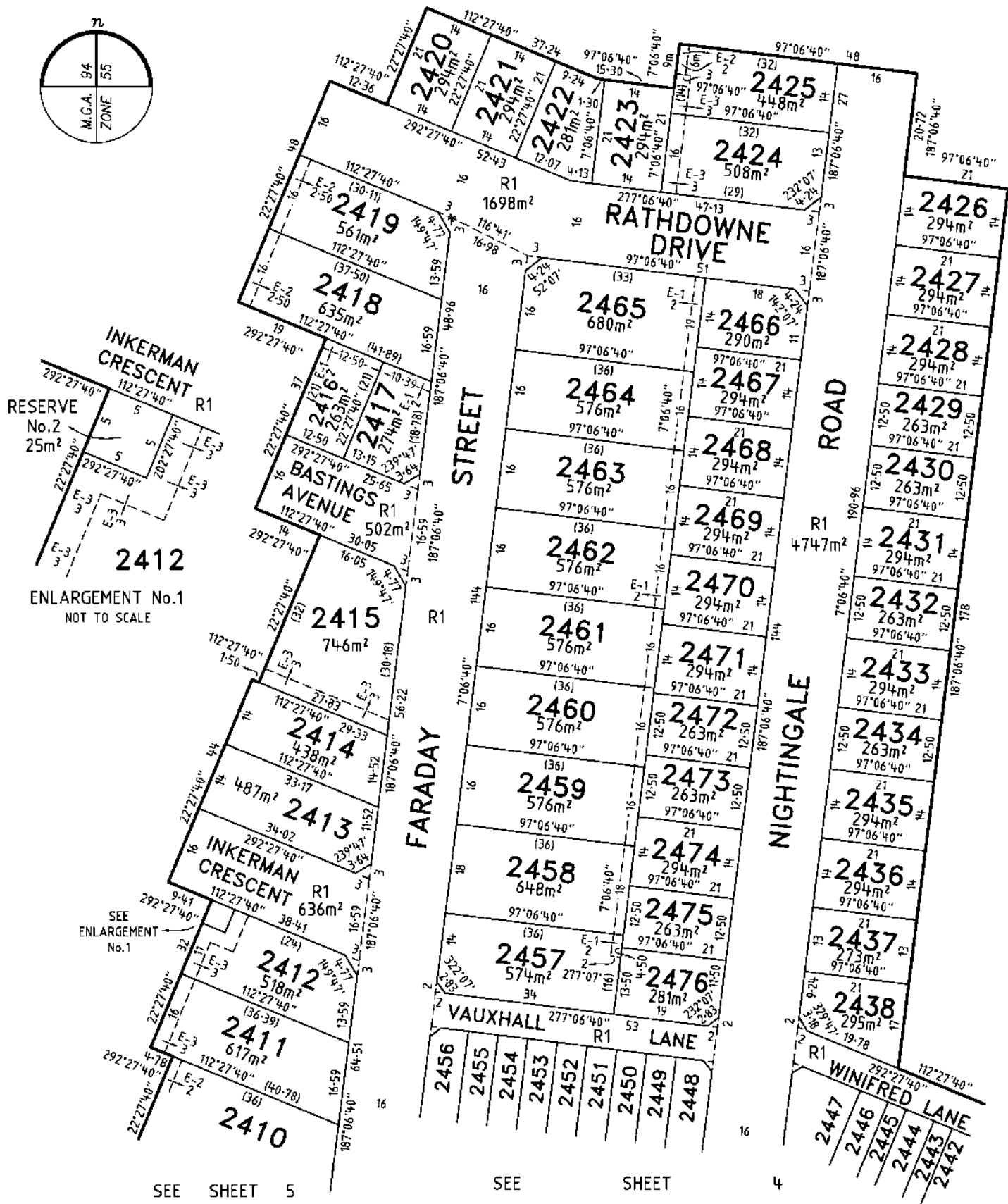
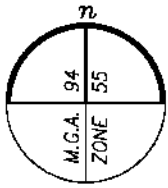
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 Hume City Council,
 05/09/2017,
 SPEAR Ref: S090949B

PLAN OF SUBDIVISION

PS 801122V



SEE ENLARGEMENT No.1

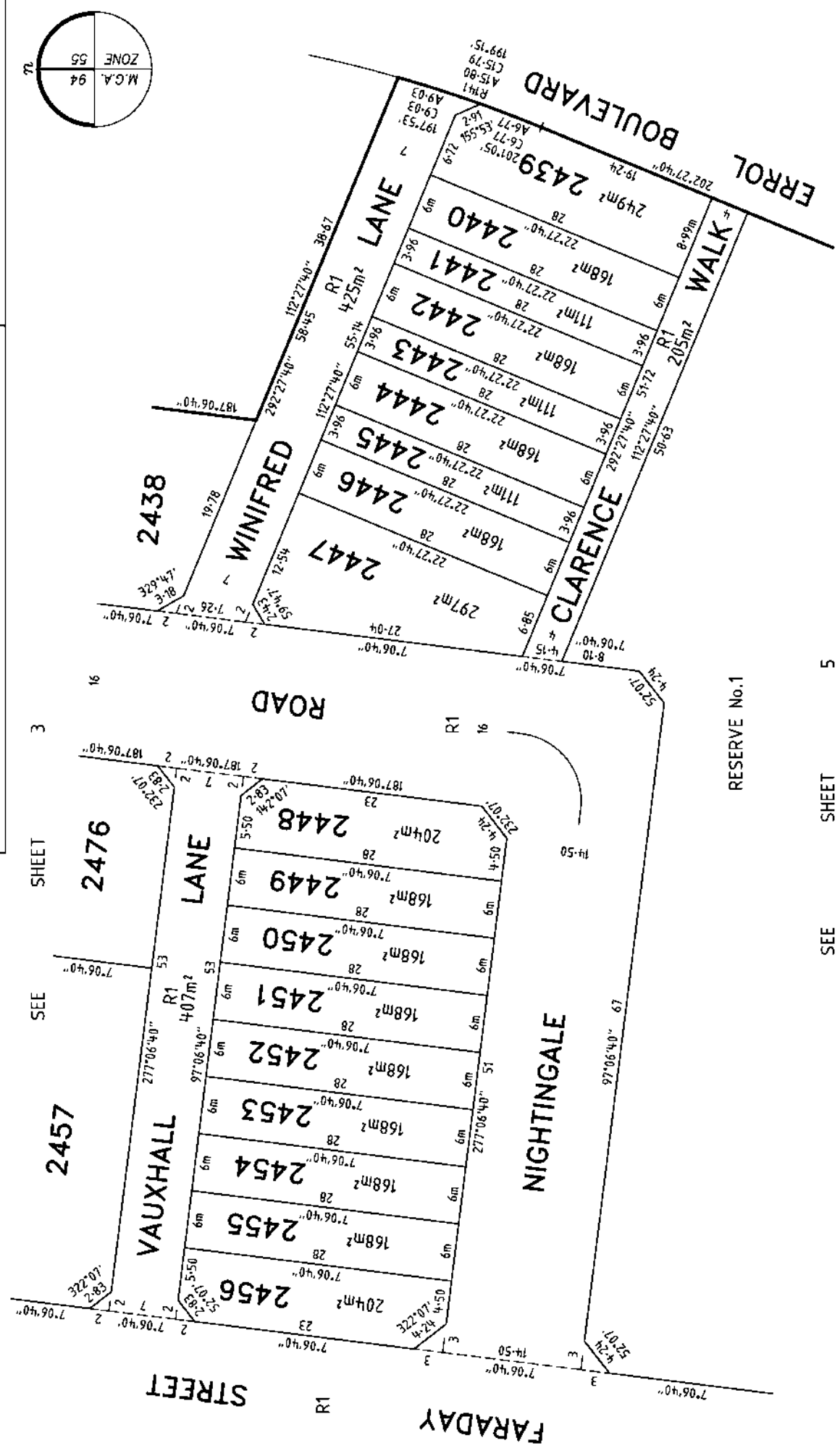
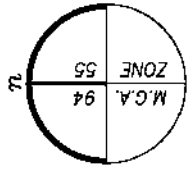
SEE SHEET 5

SEE SHEET 4

MERRIFIELD - 24 Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR GEOFFREY JAMES TURNER	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES
	DATE 16/08/17 VERSION N	REFERENCE 29005243 DRAWING 2900524AN	ORIGINAL SHEET SIZE A3 SHEET 3
Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd), Surveyor's Plan Version (N), 16/08/2017, SPEAR Ref: S090949B		Digitally signed by: Hume City Council, 05/09/2017, SPEAR Ref: S090949B	

PS 801122V

PLAN OF SUBDIVISION



SEE SHEET 3

2457

2476

2438

RESERVE No.1

SEE SHEET 5

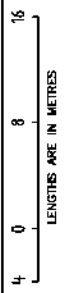


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 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992

MERRIFIELD — 24
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 DATE 16/08/17 REFERENCE 29005243
 VERSION N DRAWING 2900524AN

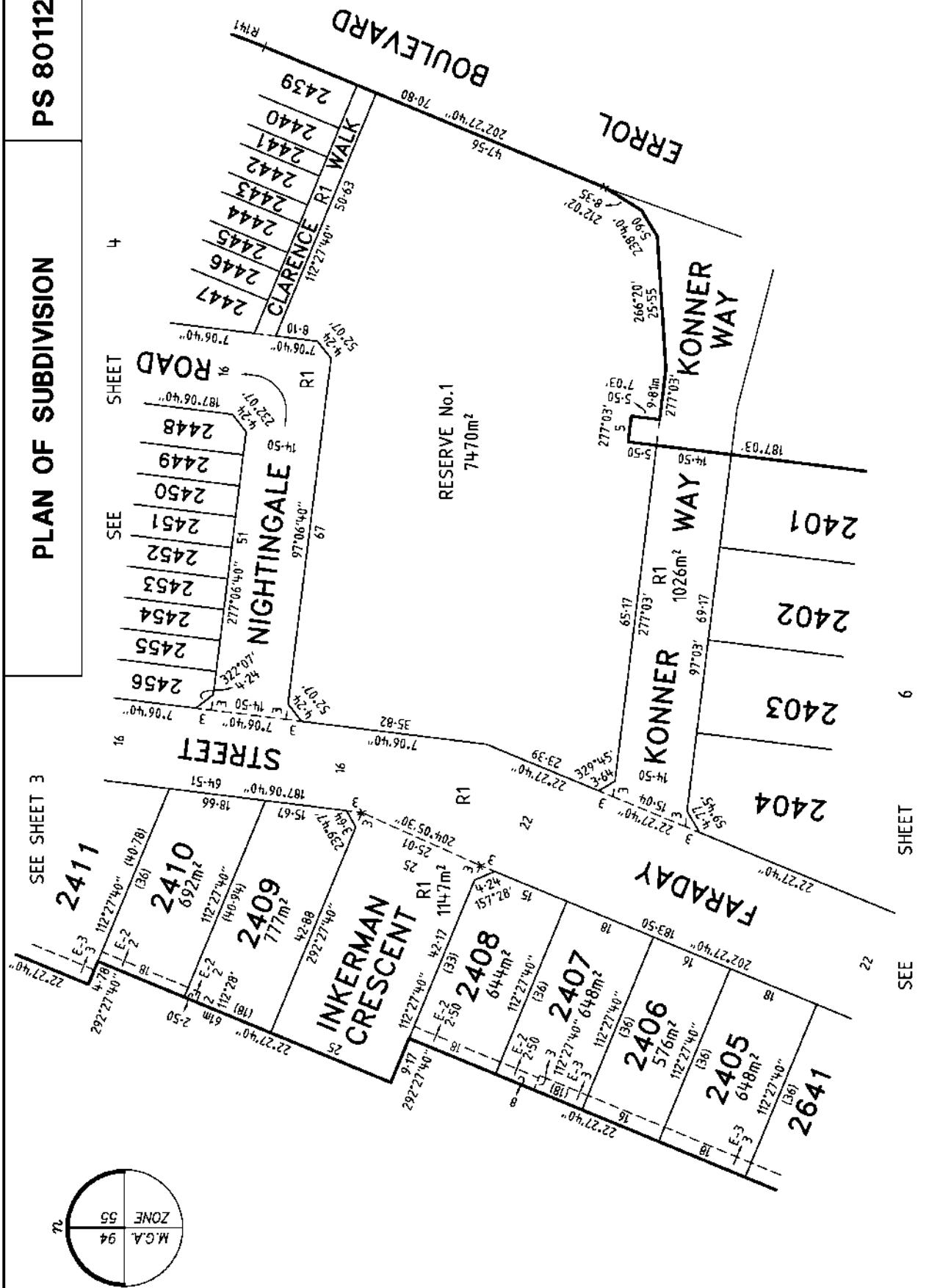
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 SHEET 4



PS 801122V

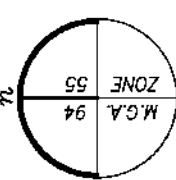
PLAN OF SUBDIVISION



SEE SHEET 4

SEE SHEET 6

SEE SHEET 3



SCALE	1:750
ORIGINAL SHEET SIZE	A3
SHEET	5

7.5 0 15 30
LENGTHS ARE IN METRES

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MERRIFIELD — 24	
LICENSED SURVEYOR GEOFFREY JAMES TURNER	
DATE	16/08/17
REFERENCE	29005243
VERSION	N
DRAWING	2900524AN



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 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9599 1400 Fax (03) 9599 5992

PLAN OF SUBDIVISION

PS 801122V

CREATION OF RESTRICTION A

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2401	2402, 2606
2402	2401, 2403, 2604, 2605
2403	2402, 2404, 2603, 2604
2404	2403, 2601, 2602, 2603
2405	2406, 2641
2406	2405, 2407
2407	2406, 2408
2408	2407
2409	2410
2410	2409, 2411
2411	2410, 2412
2412	2411
2413	2414
2414	2413, 2415
2415	2414
2418	2416, 2417, 2419
2419	2418
2424	2423, 2425
2425	2423, 2424
2457	2458, 2475, 2476
2458	2457, 2459, 2474, 2475
2459	2458, 2460, 2473, 2474
2460	2459, 2461, 2471, 2472, 2473
2461	2460, 2462, 2470, 2471
2462	2461, 2463, 2469, 2470
2463	2462, 2464, 2468, 2469
2464	2463, 2465, 2467, 2468
2465	2464, 2466, 2467
2601	2404, 2602
2602	2404, 2601, 2603
2603	2403, 2404, 2602, 2604
2604	2402, 2403, 2603, 2605
2605	2402, 2604, 2606
2606	2401, 2605
2607	2608

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2608	2607, 2609
2609	2608, 2610
2610	2609, 2611
2611	2610, 2612
2612	2611, 2613
2613	2612, 2614
2614	2613, 2615
2615	2614, 2616
2616	2615
2617	2618, 2630, 2631
2618	2617, 2619, 2629, 2630
2619	2618, 2620, 2628, 2629
2620	2619, 2621, 2627, 2628
2621	2620, 2622, 2626, 2627
2622	2621, 2623, 2624, 2626
2623	2622, 2624
2624	2622, 2623, 2625, 2626
2625	2624, 2626
2626	2621, 2622, 2624, 2625, 2627
2627	2620, 2621, 2626, 2628
2628	2619, 2620, 2627, 2629
2629	2618, 2619, 2628, 2630
2630	2617, 2618, 2629, 2631
2631	2617, 2630
2632	2633
2633	2632, 2634
2634	2633
2635	2636, 2637
2636	2635, 2637
2637	2635, 2636, 2638
2638	2637, 2639
2639	2638, 2640
2640	2639, 2641
2641	2405, 2640

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT

- BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH PLANS, DRAWINGS, DESIGNS AND SPECIFICATIONS THAT HAVE FIRST BEEN APPROVED BY THE MERRIFIELD LIVING DESIGN REVIEW COMMITTEE IN ACCORDANCE WITH THE "MERRIFIELD LIVING DESIGN GUIDELINES" AS AMENDED FROM TIME TO TIME.
- SUBDIVIDE OR CAUSE TO SUBDIVIDE OR ALLOW TO BE SUBDIVIDED THE BURDENED LAND.
- BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT MORE THAN ONE DWELLING.

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TWENTY YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION.

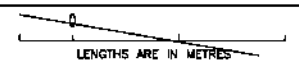
MERRIFIELD - 24

Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE



DATE 16/08/17
 VERSION N

REFERENCE 29005243
 DRAWING 2900524AN

ORIGINAL SHEET SIZE A3

SHEET 7

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),
 Surveyor's Plan Version (N),
 16/08/2017, SPEAR Ref: S090949B

Digitally signed by:
 Hume City Council,
 05/09/2017,
 SPEAR Ref: S090949B

PLAN OF SUBDIVISION

PS 801122V

CREATION OF RESTRICTION B

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
2416	2417, 2418
2417	2416, 2418
2420	2421
2421	2420, 2422
2422	2421, 2423
2423	2422, 2424, 2425
2426	2427
2427	2426, 2428
2428	2427, 2429
2429	2428, 2430
2430	2429, 2431
2431	2430, 2432
2432	2431, 2433
2433	2432, 2434
2434	2433, 2435
2435	2434, 2436
2436	2435, 2437
2437	2436, 2438
2438	2437
2439	2440
2440	2439, 2441
2441	2440, 2442
2442	2441, 2443
2443	2442, 2444

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
2444	2443, 2445
2445	2444, 2446
2446	2445, 2447
2447	2446
2448	2449
2449	2448, 2450
2450	2449, 2451
2451	2450, 2452
2452	2451, 2453
2453	2452, 2454
2454	2453, 2455
2455	2454, 2456
2456	2455
2466	2465, 2467
2467	2464, 2465, 2466, 2468
2468	2463, 2464, 2467, 2469
2469	2462, 2463, 2468, 2470
2470	2461, 2462, 2469, 2471
2471	2460, 2461, 2470, 2472
2472	2460, 2471, 2473
2473	2459, 2460, 2472, 2474
2474	2458, 2459, 2473, 2475
2475	2457, 2458, 2474, 2476
2476	2457, 2475

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING FOR ANY BURDENED LOT ON THIS PLAN IN THE TABLE AS A LOT SUBJECT TO THE 'SMALL LOT HOUSING CODE (TYPE A)' MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH THE 'SMALL LOT HOUSING CODE (TYPE A)' UNLESS IN ACCORDANCE WITH A PERMIT GRANTED TO CONSTRUCT A DWELLING ON THE LOT. THIS RESTRICTION SHALL CEASE TO HAVE EFFECT AFTER THE ISSUE OF CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF THE DWELLING ON THE LOT.

CREATION OF RESTRICTION C

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2439 TO 2447 (BOTH INCLUSIVE)	2439 TO 2447 (BOTH INCLUSIVE)
2448 TO 2456 (BOTH INCLUSIVE)	2448 TO 2456 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT A SINGLE STOREY DWELLING.

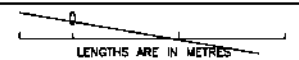
MERRIFIELD - 24

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 Vic 3205 Australia
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LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE



DATE 16/08/17
 VERSION N

REFERENCE 29005243
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 SHEET 8

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 Surveyor's Plan Version (N),
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 Hume City Council,
 05/09/2017,
 SPEAR Ref: S090949B



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Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987



Form 21

Lodged by:

Name: Harwood Andrews
Phone: 9620 9399
Address: 70 Gheringhap Street, Geelong 3220
Ref: 1KXP:21507428
Customer code: ~~16364~~ 2235 J

The responsible authority, having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987**, requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Certificates of Title Volume 11828 Folio 724, Volume 11828 Folio 726, Volume 11828 Folio 727, Volume 11828 Folio 728 and Volume 11828 Folio 730

Responsible authority: *(name and address)*

Hume City Council, 1079 Pascoe Vale Road, BROADMEADOWS 3047

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: 

Name of officer: MICHAEL SHARP

Date: 20/12/16

AN452005H



Date 20 / 12 / 2016

Agreement under section 173 of the Planning and Environment Act 1987

Merrifield West Development Contributions Plan

**Subject Land: 450 Donnybrook Road, Mickleham
Purpose: Development Contributions**

**Hume City Council
and**

**Ascotown Pastoral Company Pty Ltd
(ACN 116 959 365)**

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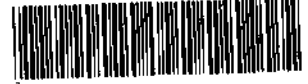


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Agreement under section 173 of the Planning and Environment Act 1987

Dated 20 / 12 / 2016

AN452005H



Parties

Name	Hume City Council
Address	1079 Pascoe Vale Road, Broadmeadows, Victoria
Short name	Council

Name	Ascotown Pastoral Company Pty Ltd
Address	c/-MAB Corporation Pty Ltd Level 5, 441 St Kilda Road, Melbourne, Vic 3004
Short name	Owner

Background

- A. Council is the responsible authority that is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. Council is also the collecting agency and the development agency under the 'Merrifield West Development Contributions Plan' (DCP), which is incorporated into the Planning Scheme, for the purposes of section 46H of the Act.
- C. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency and development agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by mortgages in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- F. The Subject Land is located within the Urban Growth Zone – Schedule 4 to which the Merrifield West Precinct Structure Plan applies and is also subject to Development Contributions Plan Overlay Schedule 4 (DCP04) under the Planning Scheme. DCPO4 applies the DCP to the Land.
- G. The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- H. The DCP provides that:

- H.1 where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by developers with a credit being provided to the developer against their development contribution liability;
- H.2 if the collecting agency agrees to works and/or provision of the land in lieu of the payment of the infrastructure levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and
- H.3 that Project IT06 may be provided as land/works-in-kind.
- I. Council has issued the Planning Permit. The Planning Permit contains conditions requiring the Development Contribution Levy to be paid in accordance with the DCP.
- J. Council, in its capacity as collecting agency, has agreed that the Owner may provide Part Project IT06 with a credit being provided to the Owner against its liability to pay the Development Contribution Levy for the Subject Land.
- K. The Parties enter into this Agreement to facilitate the requirements referred to in the Background and to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Value means the value in Australian dollars identified in Clause 4.1 of this Agreement and in respect of the component that relates to the Part Land Project IT06, includes all transfer costs, costs of plans of subdivision, registration fees and the like.

Agreement means this Agreement.

Council means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and the DCP and includes its agents, officers, employees, servants, workers and contractors.

Construction Project IT06 means the construction component of Project IT06 in accordance with the Functional Layout Plan in Schedule 1 of this Agreement.

Credit means a credit against the Development Infrastructure Levy payable as described in clause 4.

DCP means the Merrifield West Development Contributions Plan, as amended from time to time, being an incorporated document in the Planning Scheme.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Subject Land calculated and adjusted in accordance with the DCP.

Endorsed Plan means any plan endorsed under the Planning Permit.

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

Lot means a lot on the Endorsed Plan.



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

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. P19036, as amended from time to time, issued by Council on 22 December 2015 in respect of the Subject Land.

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

Part Land Project IT06 means that part of Project IT06 comprising of the land acquisition for the northern leg of the ultimate construction of Project IT06 as shown as 'Total Land Divested by MAB' in the plan in Schedule 2 of this Agreement.

Part Project IT06 means Part Land Project IT06 and Construction Project IT06.

Project IT06 means Intersection 6 - Land acquisition for ultimate and construction of an interim signalised intersection at the intersection of the western connector street and Donnybrook Road, as identified in the DCP.

Stage is a reference to a stage of subdivision of the Subject Land as identified in the Endorsed Plan.

Statement of Compliance means a statement of compliance issued under the *Subdivision Act 1988*

Subject Land means the land situated at 450 Donnybrook Road, Mickleham being the land referred to in Certificates of Title Volume 11828 Folio 724, Volume 11828 Folio 726, Volume 11828 Folio 727, Volume 11828 Folio 728 and Volume 11828 Folio 730.

Tribunal means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 A reference to this Agreement includes any variation or replacement of it.
- 2.2 the singular includes the plural and vice versa;
- 2.3 a reference to a gender includes all genders;

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- 2.4 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.5 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.6 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.7 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.8 the Background forms part of this Agreement;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Provision of works and land in kind

3.1 The Owner agrees that it must:

3.1.1 construct Construction Project IT06:

- (a) in accordance with the detailed design and specifications approved by Council under clause 3.2 of this Agreement;
- (b) in accordance with all applicable laws and approvals;
- (c) in accordance with the following timeline, unless a later date is approved by Council in writing pursuant to clause 3.3:
 - (i) it must commence construction within 12 months of the date of this Agreement; and
 - (ii) it must complete construction within 24 months of the date of this Agreement or prior to the issue of a Statement of Compliance for Stage 24 of subdivision of the Subject Land, whichever occurs earlier; and
- (d) to the reasonable satisfaction of Council;

3.1.2 following the completion of Construction Project IT06, maintain Construction Project IT06 at its cost for a period of 3 months to the reasonable satisfaction of Council;

3.1.3 transfer to or vest in Council the Part Land Project IT06 within 24 months of the date of this Agreement or prior to the issue of a Statement of Compliance for Stage 24 of the subdivision of the Subject Land, whichever occurs earlier, or such later date as agreed to by Council in writing pursuant to clause 3.3.

3.2 The Owner must, at its cost, prepare and submit to Council for approval, proposed design and specification details for Construction Project IT06. The proposed design and specification details for Construction Project IT06 must be generally in accordance with the

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functional layout plan in Schedule 1 to this Agreement.

- 3.3 If the Owner does not meet the timeframe set out in clause 3.1.1(b) or clause 3.1.2, Council may:
- 3.3.1 at its absolute discretion extend the relevant timeframe; or
 - 3.3.2 refuse to issue any Statement of Compliance until the relevant part of Part Project IT06 is completed to the satisfaction of Council.

4. Credit

- 4.1 Council agrees that it will, upon commencement of this agreement, allow the Owner a Credit equal to \$5,252,551.90.
- 4.2 The parties agree that the amount of the Credit identified in clause 4.1 represents:
- 4.2.1 the full cost of Construction Project IT06 less the cost of works that will ultimately be redundant when future road works are undertaken (taper works and reinstatement of kerbs, etc); and
 - 4.2.2 that part of the cost of Project IT06 that the Part Land Project IT06 represents;
- as identified in the DCP and adjusted in accordance with the DCP as at the date of this Agreement and which shall not be subject to any further adjustment.
- 4.3 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in clause 4.4.
- 4.4 Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- 4.4.1 calculate the Development Infrastructure Levy payable for such Stage as at that date; and
 - 4.4.2 deduct the amount calculated under 4.4.1 from the Credit until the Credit has been exhausted.
- 4.5 When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- 4.5.1 Council must notify the Owner in writing that the Credit has been exhausted;
 - 4.5.2 in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - 4.5.3 in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

5. Provision of information by Owner

- 5.1 The Owner must include in a request for a Statement of Compliance for a Stage of subdivision of the Subject Land, the following information in relation to that Stage:
- 5.1.1 the net developable hectares of land included in the Stage;
 - 5.1.2 the Development Infrastructure Levy payable in relation to the Stage;
 - 5.1.3 the amounts previously deducted from the Credit in relation to previous Stages;

- 5.1.4 the amount of Credit to be deducted in relation to the Stage; and
- 5.1.5 the amount of Credit remaining following deduction in relation to the Stage/s, to the satisfaction of Council.

6. Agreed Value

Council and the Owner agree that:

- 6.1 the Agreed Value is intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of Part Land Project IT06; and
- 6.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the Part Land Project IT06.

7. Owner's further obligations

7.1 Notice

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

7.2 Further actions

The Owner must do all things necessary to give effect to this Agreement.

7.3 Council's costs to be paid

The Owner must pay to Council immediately on demand, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.



8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Goods and services tax

10.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

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10.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

10.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

10.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

11. GAIC

11.1 All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

11.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of land referred to in clause 11.1 from GAIC.

12. General matters

12.1 Notices

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

12.1.1 personally on the person;

12.1.2 by leaving it at the person's current address for service;

12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

12.1.4 by facsimile to the person's current number for service; or

12.1.5 by email to the person's current email address for service.

12.2 Time of service

A notice or other communication is deemed served:

12.2.1 if delivered personally, on the next following business day;

12.2.2 if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;

12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;

12.2.4 if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

12.3 No waiver

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

12.4 Severability

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

12.5 No fettering of Council's powers

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

12.6 Inspection of documents

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

12.7 Governing law

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

13. Commencement of Agreement

This Agreement commences on the date specified on page one.

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14. Counterparts

14.1 This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

14.1.1 must be treated as an original counterpart;

14.1.2 is sufficient evidence of the execution of the original; and

14.1.3 may be produced in evidence for all purposes in place of the original.

15. Ending of Agreement

15.1 This Agreement will end when:

15.1.1 Council has given notice under clause 4.5 that the Credit has been exhausted; and

15.1.2 the Owner has complied with all of the Owner's obligations under this Agreement,

or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

- 15.2 As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.

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Signing Page

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

Signed for and on behalf of **Hume City Council** by **Domenic Isola**, Chief Executive Officer, in the presence of:))

Witness

Name of Witness (please print)



THE COMMON SEAL of ASCOTOWN PASTORAL COMPANY PTY LTD (ACN 116 959 365) was hereunto affixed in accordance with its Constitution/Articles of Association in the presence of:))))

Director

Full Name **ANDREW BUXTON**

Usual Address **441 ST KILDA ROAD, MELBOURNE VIC 3004**

Director/Secretary

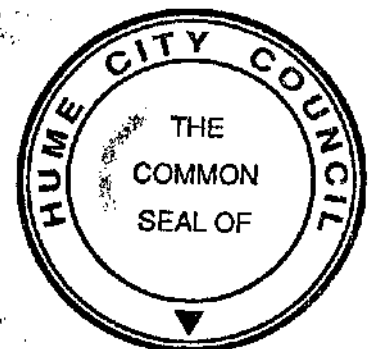
Full Name

JOHN L. GIBSON

Usual Address

493 St Kilda Rd, MELBOURNE 3004.

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 15th day of December 2016 in the presence of:
COUNCILLOR
CHIEF EXECUTIVE OFFICER

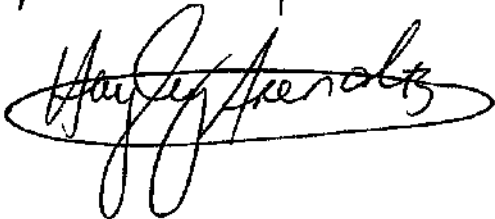


Mortgagee's Consent

AUSTRALIA and NEW ZEALAND BANKING GROUP LTD as Mortgagee under Instruments of mortgage No. AG503375C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Executed for and on behalf of
Australia and New Zealand
Banking Group Limited ABN 11 005 357 522
under Power of Attorney dated 18/11/2002,
and registered in Victoria Permanent
Order Book No 277 Page 19 Item T, by Elizabeth Hansen
who certifies that he/she is a Manager
and that he has not received notice
of revocation of that Power in the
presence of:



HAYLEY ARENDSZ
Level 3, 100 Queen St
Melbourne VIC 3000



Schedule 1 - Functional Layout Plan

The plan included in Schedule 1 has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the plan in Schedule 1 is available for inspection at Council's offices during normal hours upon the giving of reasonable notice.



Schedule 2 - Part Land Project IT06

The plan included in Schedule 2 has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the plan in Schedule 2 is available for inspection at Council's offices during normal hours upon the giving of reasonable notice.



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

993767

APPLICANT'S NAME & ADDRESS

PROMPT LEGAL SERVICES C/- INFOTRACK (SMOKEBALL)
C/- LANDATA
MELBOURNE

VENDOR

BERTUNA, VANESSA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

365461

This certificate is issued for:

LOT 2422 PLAN PS801122 ALSO KNOWN AS 6 RATHDOWNE DRIVE MICKLEHAM
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

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

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

15 January 2024

Sonya Kilkeny
Minister for Planning

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

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

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

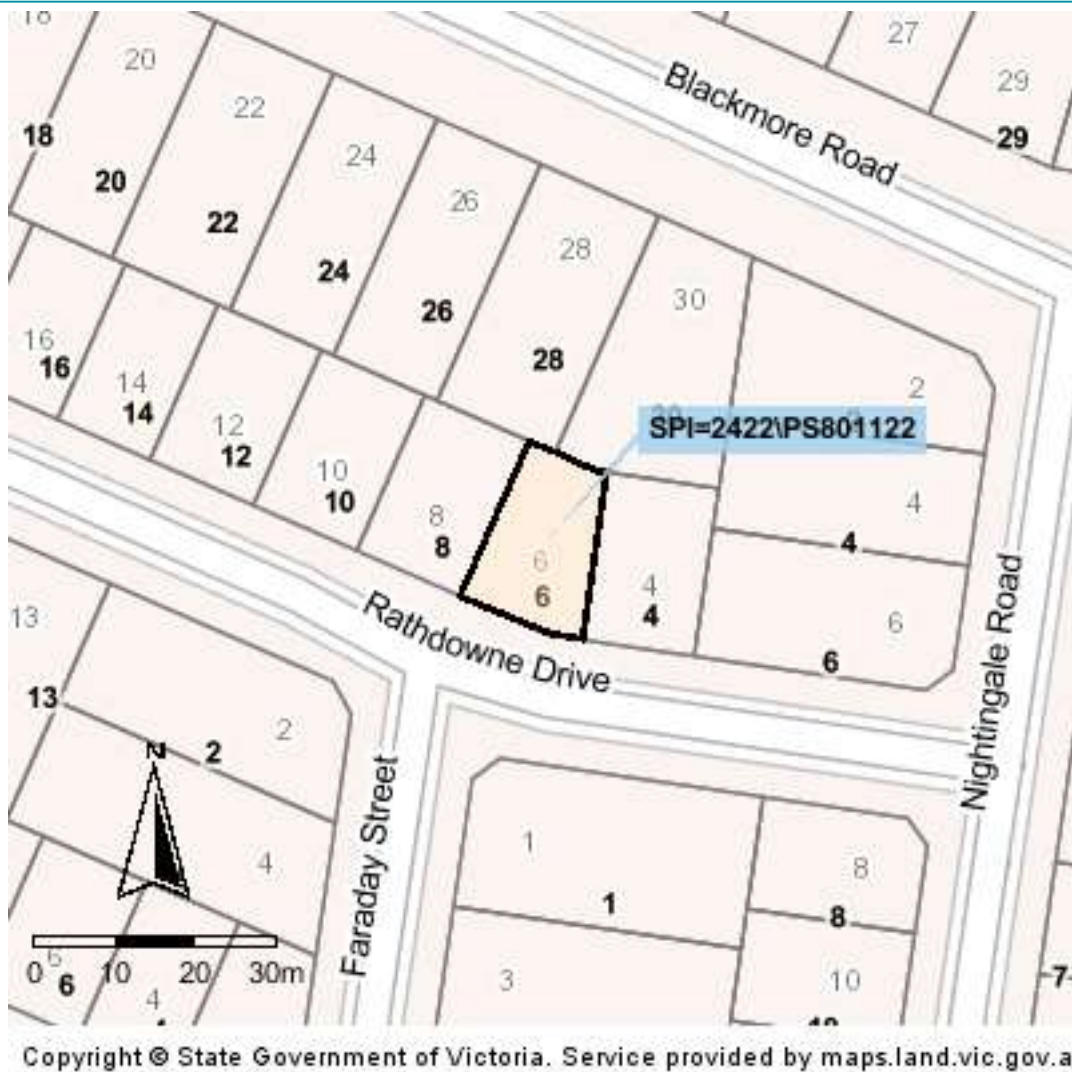
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 15 January 2024 12:46 PM

PROPERTY DETAILS

Address: **6 RATHDOWNE DRIVE MICKLEHAM 3064**
Lot and Plan Number: **Lot 2422 PS801122**
Standard Parcel Identifier (SPI): **2422\PS801122**
Local Government Area (Council): **HUME**
Council Property Number: **718592**
Planning Scheme: **Hume**
Directory Reference: **Melway 366 C2**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

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

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 4 \(UGZ4\)](#)



UGZ - Urban Growth

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

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

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

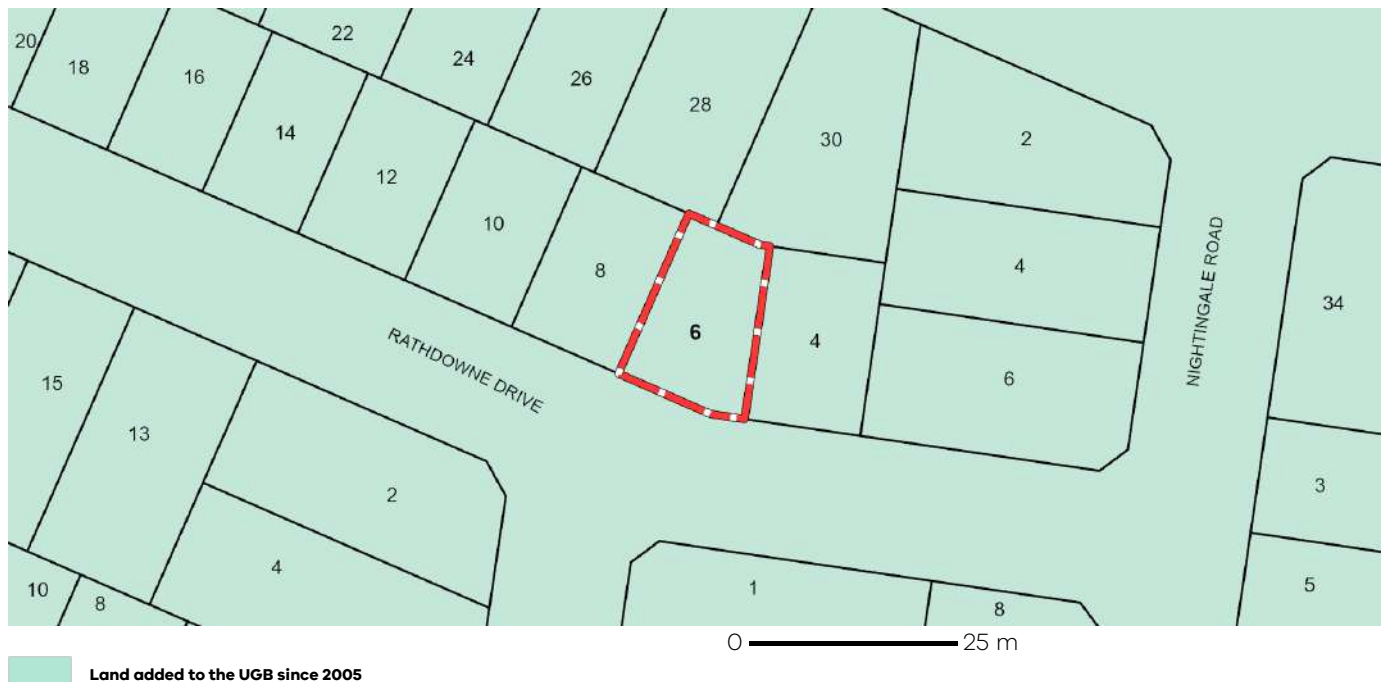
Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)



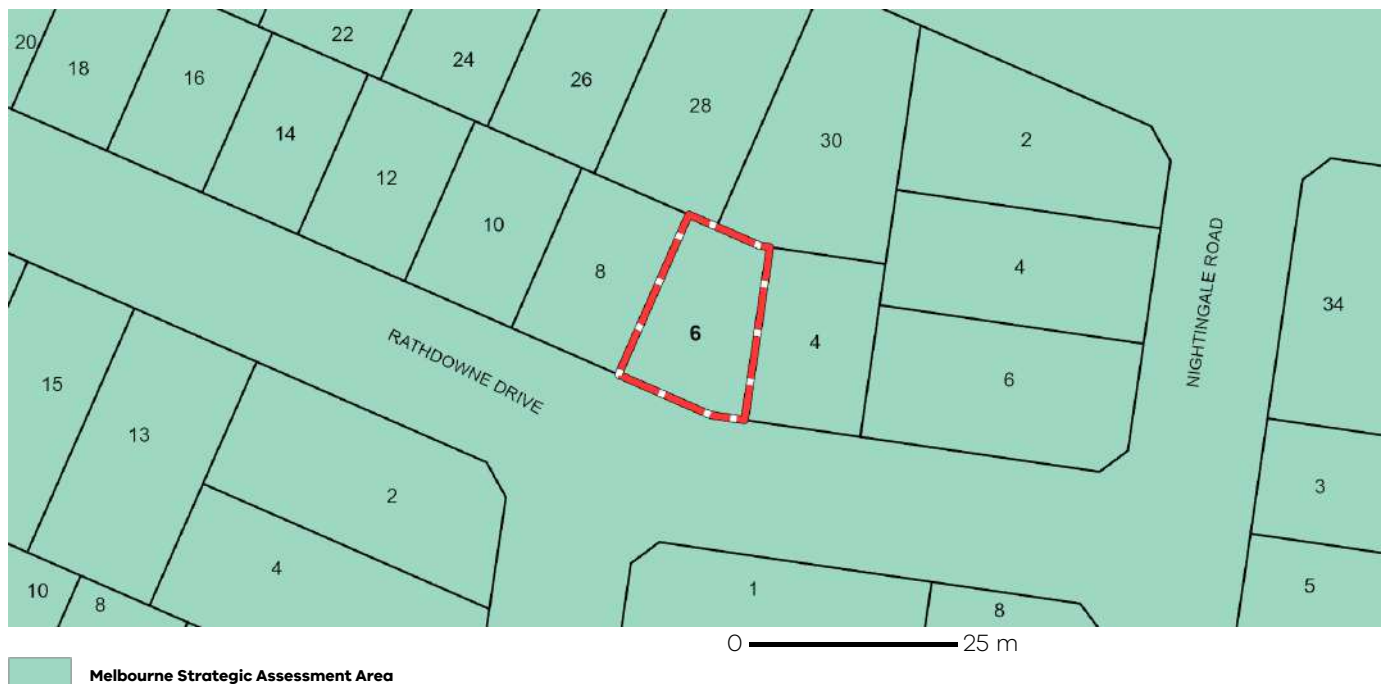
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
 It may be subject to the Growth Area Infrastructure Contribution.
 For more information about this contribution go to [Victorian Planning Authority](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

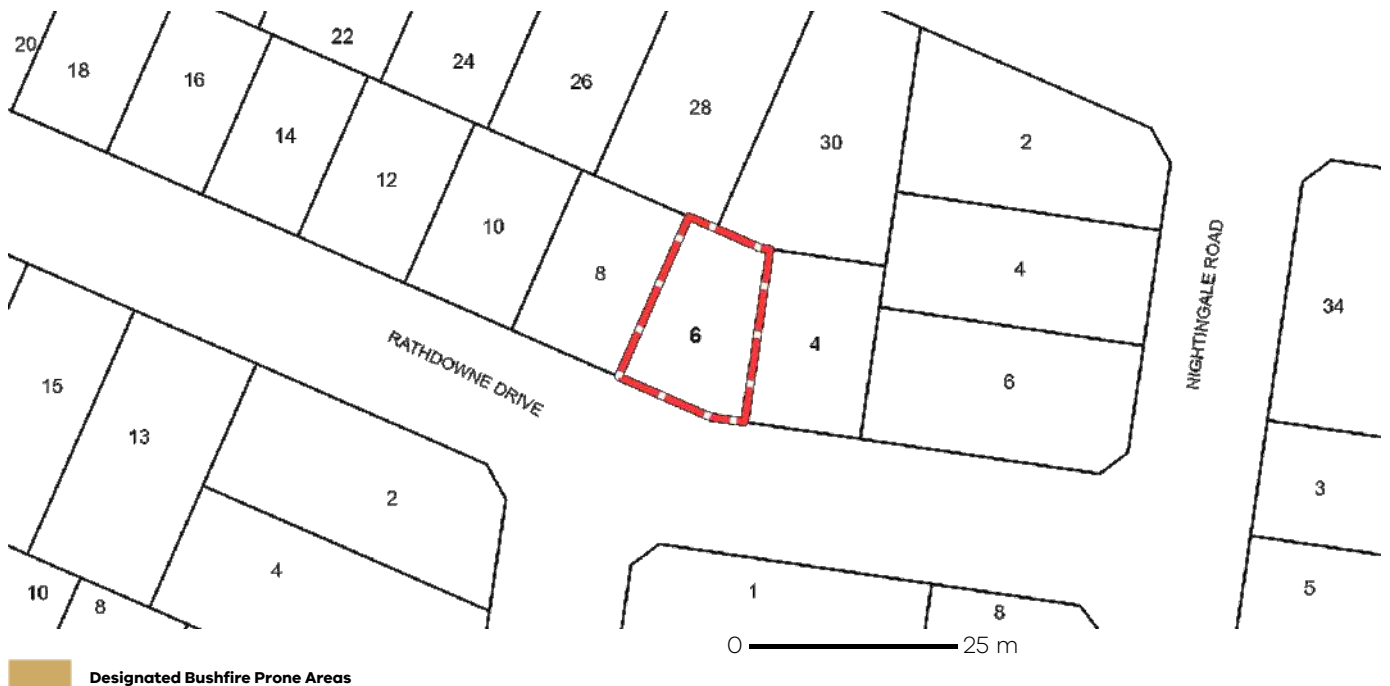
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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>.

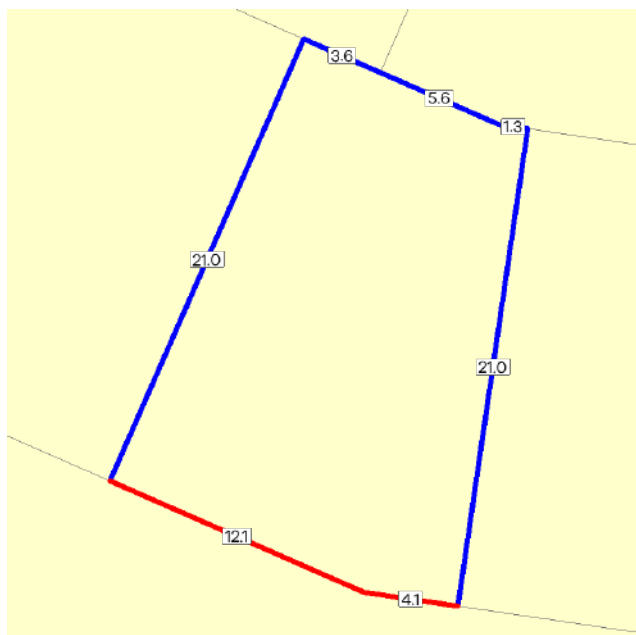
PROPERTY DETAILS

Address: **6 RATHDOWNE DRIVE MICKLEHAM 3064**
Lot and Plan Number: **Lot 2422 PS801122**
Standard Parcel Identifier (SPI): **2422\PS801122**
Local Government Area (Council): **HUME**
Council Property Number: **718592**
Directory Reference: **Melway 366 C2**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 281 sq. m

Perimeter: 69 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: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Prompt Legal Services C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 365461

NO PROPOSALS. As at the 16th January 2024, 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®.

6 RATHDOWNE DRIVE, MICKLEHAM 3064
CITY OF HUME

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: 16th January 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71487514 - 71487514105619 '365461'

Property No : 718592
Certificate No : eLIC064235
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

Your Reference: 365461
 Date of Issue: 15/01/2024

PO BOX 119
 DALLAS 3047

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Property Description:	Lot 2422 PS 801122V Vol 11937 Fol 091
Property Situated:	6 RATHDOWNE DR MICKLEHAM VIC 3064

Site Value \$270000	C.I.V. \$570000	N.A.V. \$28500
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The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,319.10		\$467.70
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$151.20		\$46.14
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$446.67		\$272.16
Arrears as at 30/06/2023			\$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	\$1,916.97		\$786.00

**PLEASE NOTE :	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$786.00

All overdue rates and charges must be paid at settlement..

Property No : 718592
Certificate No : eLIC064235
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 6 RATHDOWNE DR MICKLEHAM VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 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 the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

Pursuant to section 24(5) of the Building Act 1993, a Community Infrastructure Levy is payable to Council prior to the issue of a building permit for each dwelling within this estate.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
15/01/2024

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9919713

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

15th January 2024

Prompt Legal Services C/- InfoTrack (Smokeball) C/
LANDATA

Dear Prompt Legal Services C/- InfoTrack (Smokeball) C/,

RE: Application for Water Information Statement

Property Address:	6 RATHDOWNE DRIVE MICKLEHAM 3064
Applicant	Prompt Legal Services C/- InfoTrack (Smokeball) C/ LANDATA
Information Statement	30820193
Conveyancing Account Number	7959580000
Your Reference	365461

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
- Build Over Easement

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	6 RATHDOWNE DRIVE MICKLEHAM 3064
------------------	----------------------------------

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)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Encumbrance

Property Address	RATHDOWNE DRIVE MICKLEHAM 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

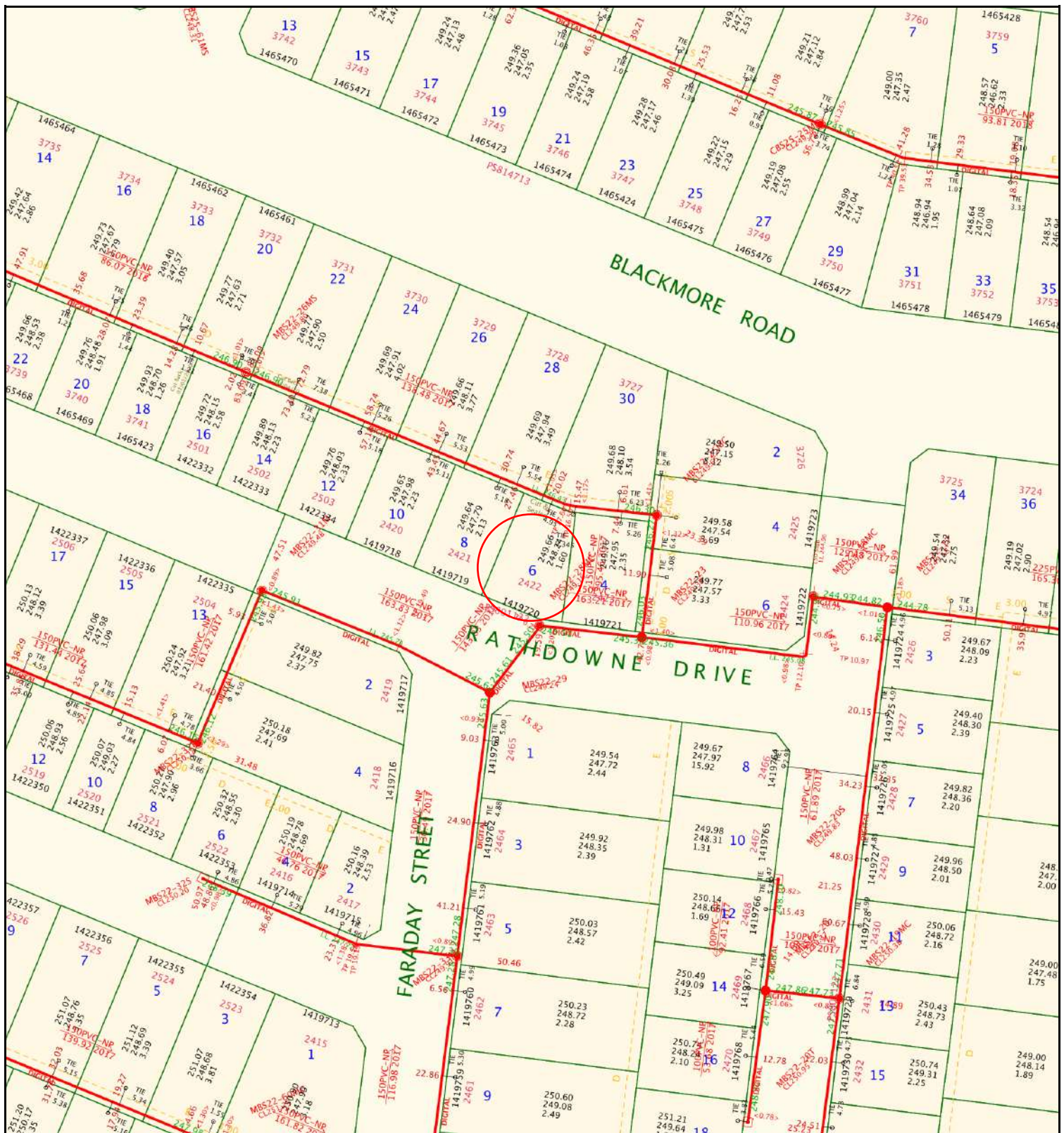
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30820193**

Address	6 RATHDOWNE DRIVE MICKLEHAM 3064
Date	15/01/2024
Scale	1:1000



ABN 93 066 902 501

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

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

7th December 2018

Application ID: 370080

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

Required Services

Product	Qty
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1419720

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

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

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

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. 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.

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	√ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	

All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

- (a) Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.
- (b) Non-Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
 - (ii) Tap to be the jumper valve type
 - (iii) Tap handle must be the removable type
 - (iv) Standard thread on tap outlet for garden hose bib
 - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
 - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
 - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
 - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (iv) 5/8" Male lugged elbow
 - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
 - (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
 - (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch 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 branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of 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.

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.

19th November 2018

Application ID: 366056

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	1419720

Service Request Number: 6848890

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.

SEWER

The new 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 new 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.

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

Any unused branches at the site must be cut and sealed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

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.

Prompt Legal Services C/- InfoTrack (Smokeball) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5852297050
Rate Certificate No: 30820193

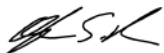
Date of Issue: 15/01/2024
Your Ref: 365461

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 RATHDOWNNE DR, MICKLEHAM VIC 3064	2422\PS801122	5181373	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$20.04
Residential Water and Sewer Usage Charge <i>Step 1 – 28.000000kL x \$3.34380000 = \$93.63</i> Estimated Average Daily Usage \$1.06	11-09-2023 to 08-12-2023	\$93.63	\$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$114.46
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 6.000000kL x \$1.88710000 = \$11.32</i>	11-09-2023 to 08-12-2023	\$11.32	\$0.00
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$21.10
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$29.38
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$184.98

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

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

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

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: 5181373

Address: 6 RATHDOWNE DR, MICKLEHAM VIC 3064

Water Information Statement Number: 30820193

HOW TO PAY



Biller Code: 314567
Ref: 58522970508

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

19th November 2018

Bashar Giliana
care of
b.gaznakhy@gmail.com

Dear Bashar Giliana,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	367286
Property Address	6 RATHDOWNE DRIVE MICKLEHAM 3064
Service Location ID	5181373

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is cut and sealed and a new property connection branch is constructed by an Accredited Live Sewer Contractor and meets the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Residential or Habitable Structure

- cannot build over the sewer main and 600mm horizontal clearance is required
- cannot build over any sewer branch and 600mm horizontal clearance is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

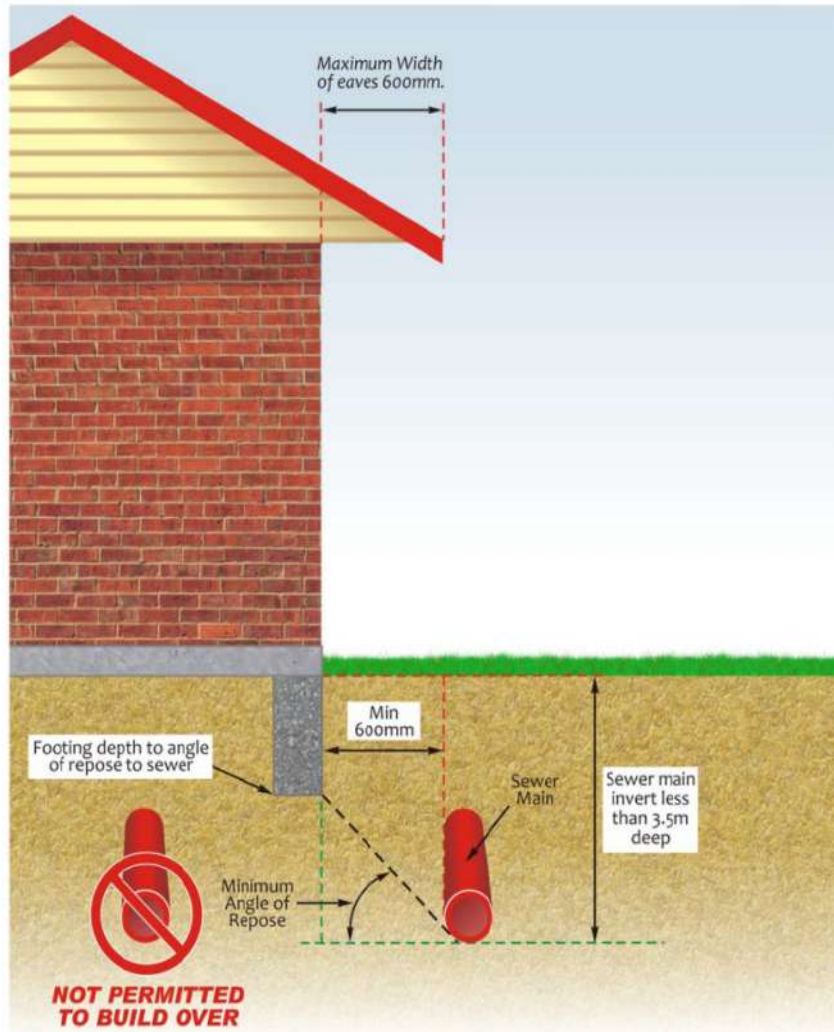
1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

The existing sewer branch must be cut and sealed by one of Yarra Valley Water's approved live sewer contractors and a new branch constructed in a suitable location in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter which is available on the Yarra Valley website www.yvw.com.au.

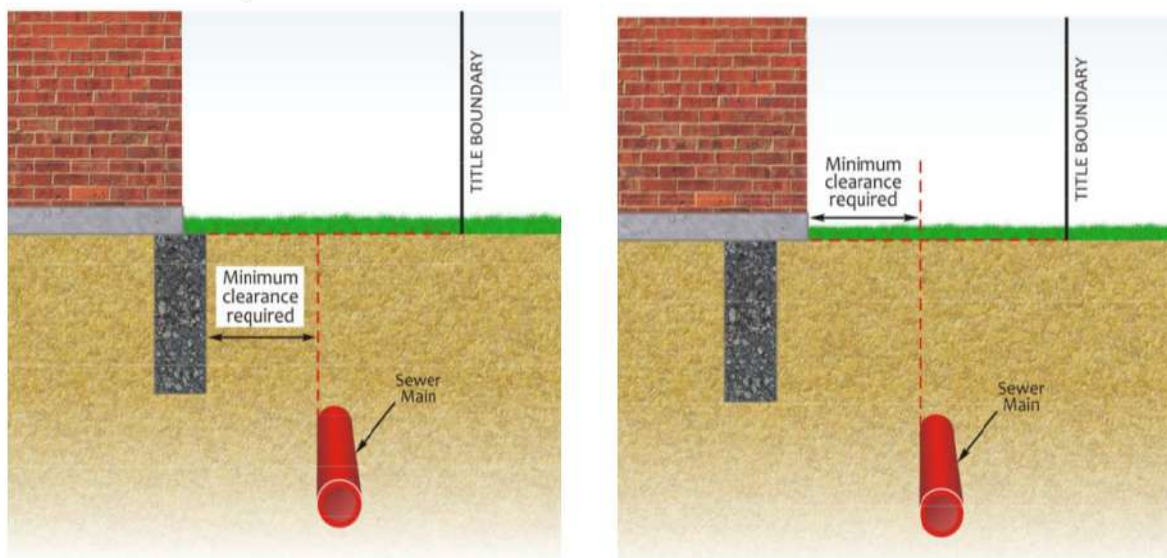
To complete the necessary work, you must apply for conditions at Yarra Valley Water details are available on the Yarra Valley website www.yvw.com.au

HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



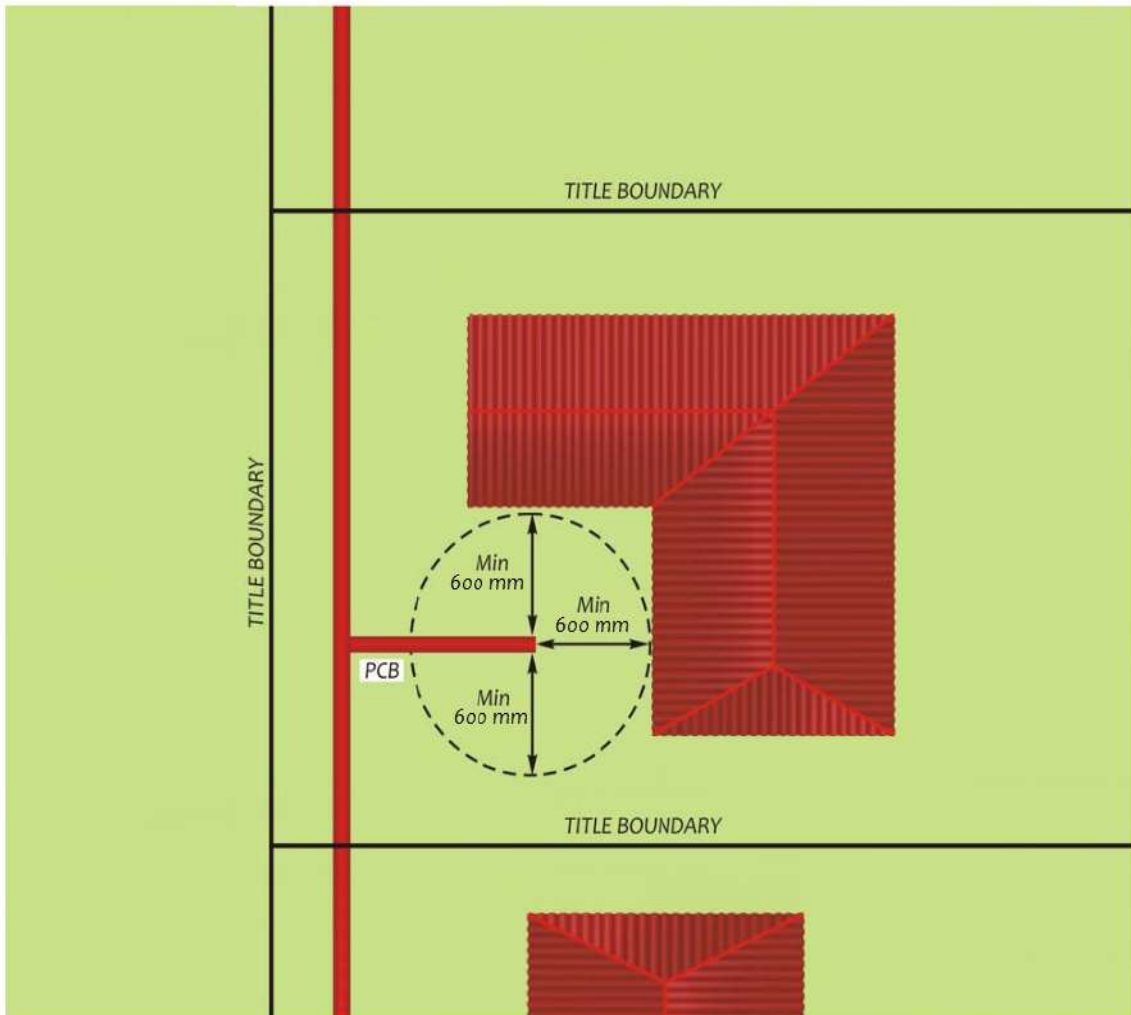
CLEARANCES REQUIRED FROM ASSETS



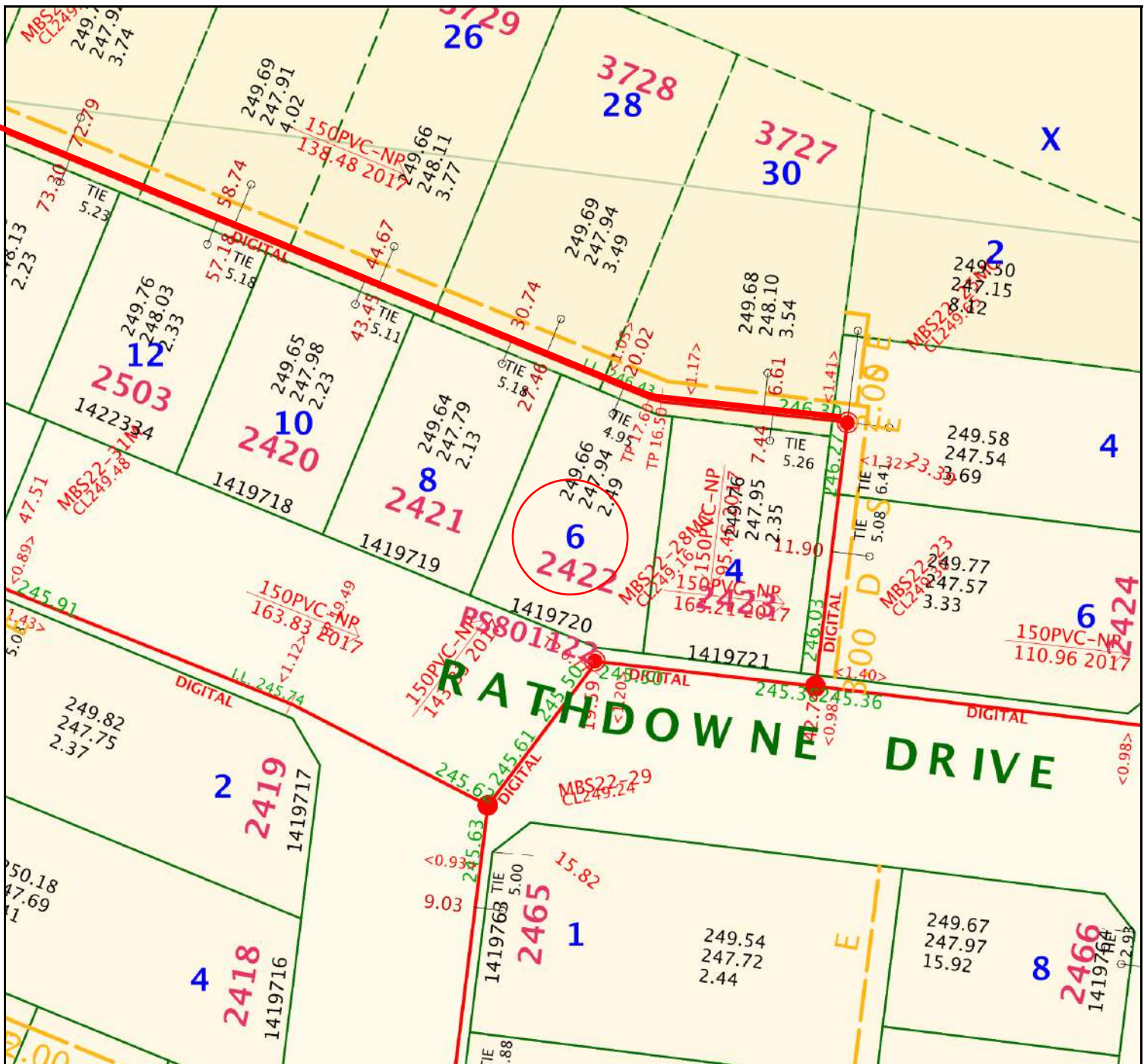
THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

RESIDENTIAL PROPERTY CONNECTION BRANCH

RESIDENTIAL PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



Address 6 RATHDOWNE DRIVE MICKLEHAM 3064

**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Date	19/11/2018
Scale	1:500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

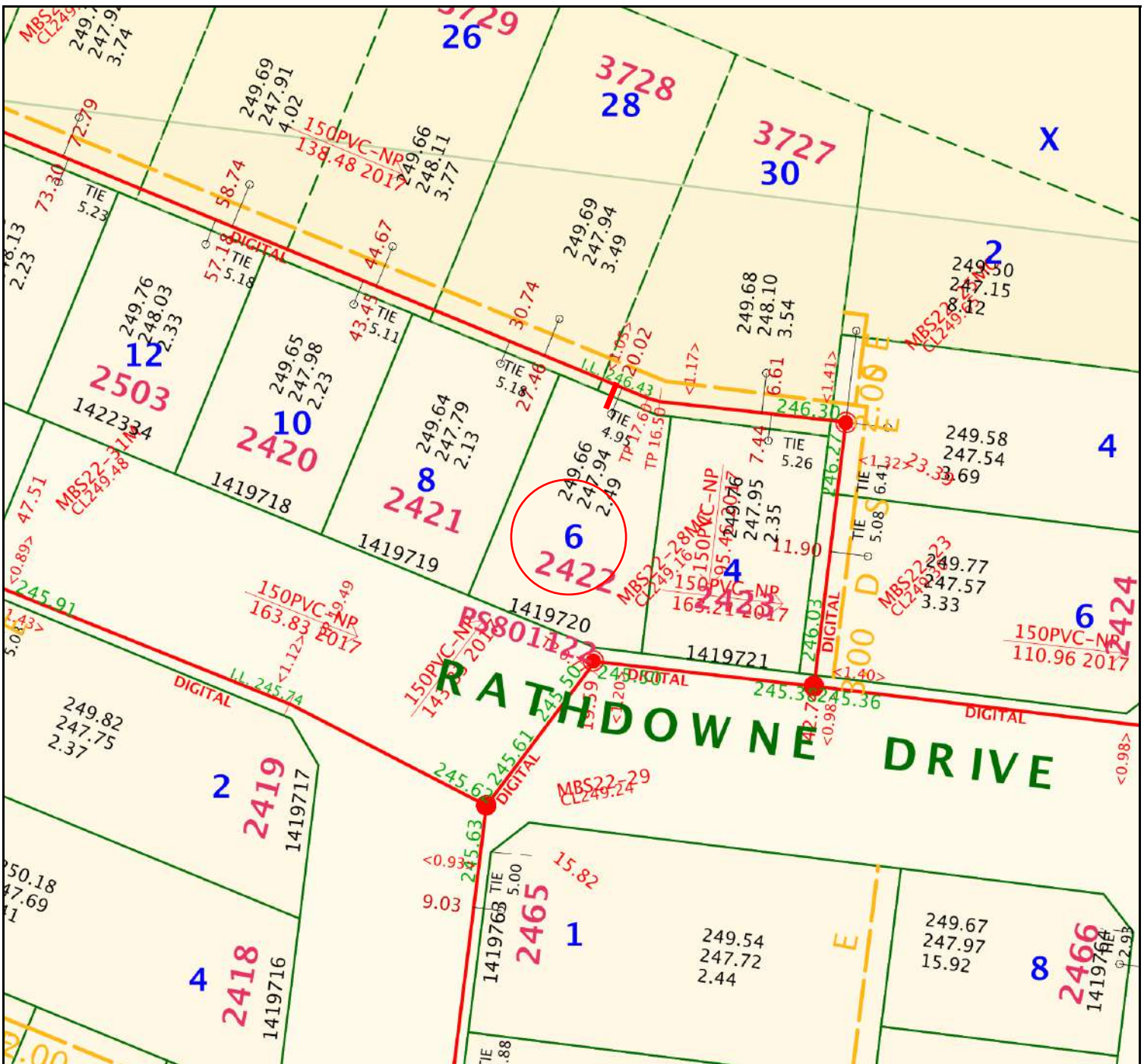
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 3.12
Branch Length (m): 2.494

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5181373



Address 6 RATHDOWNE DRIVE MICKLEHAM 3064

**Yarra Valley Water
Sewer Branch
Asset Map**

Date	19/11/2018
Scale	1:500



Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

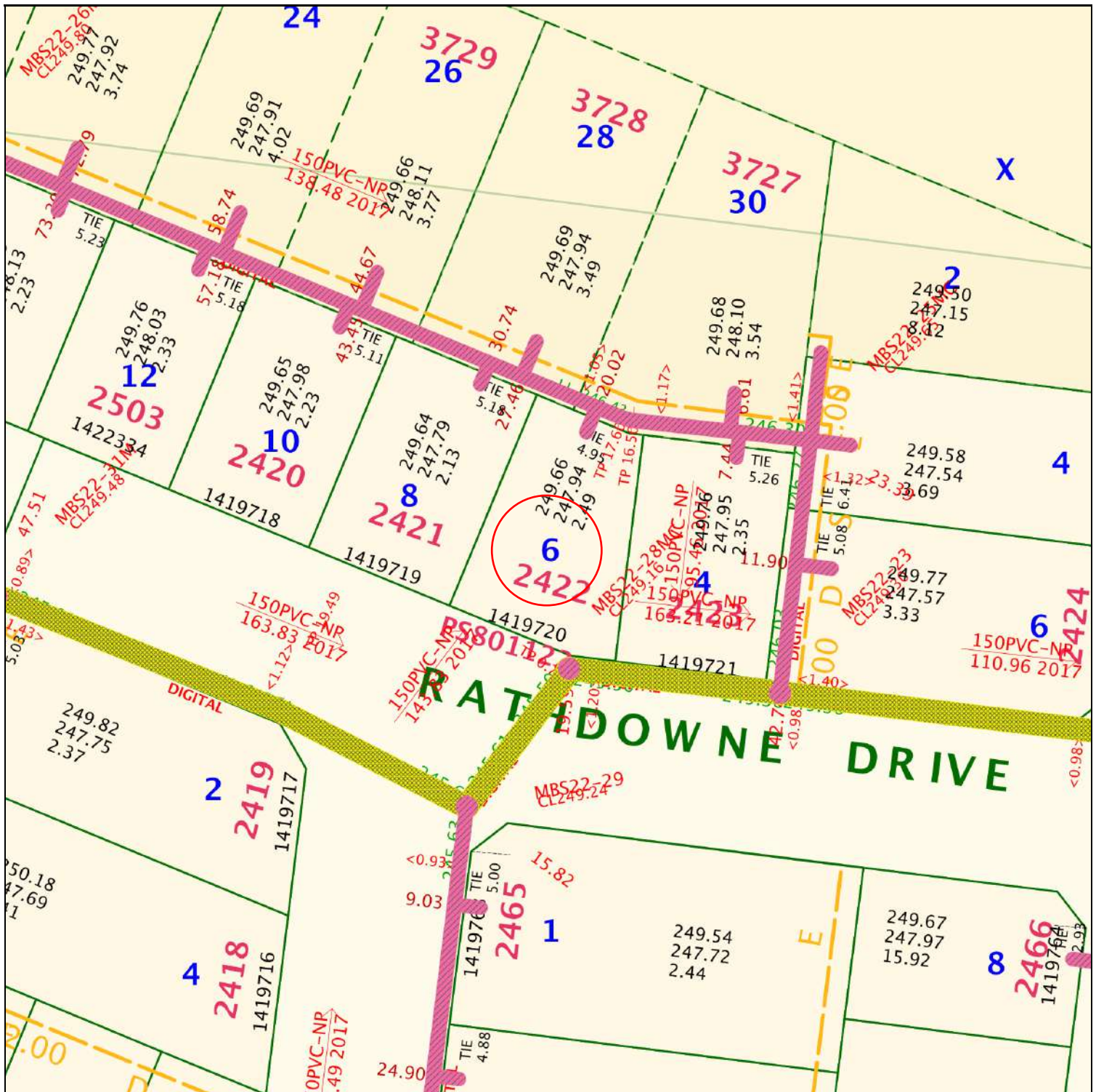
Abbreviation Pipe Material



VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.722
Branch Length (m): 2.494

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 5181373








Yarra Valley Water	Address	6 RATHDOWNE DRIVE MICKLEHAM 3064			 Yarra Valley Water ABN 93 066 902 501
Build Over Plan Reference: Plan B	Date	19/11/2018			
Residence & Habitable Structures	Scale	1:500			

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 367286

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

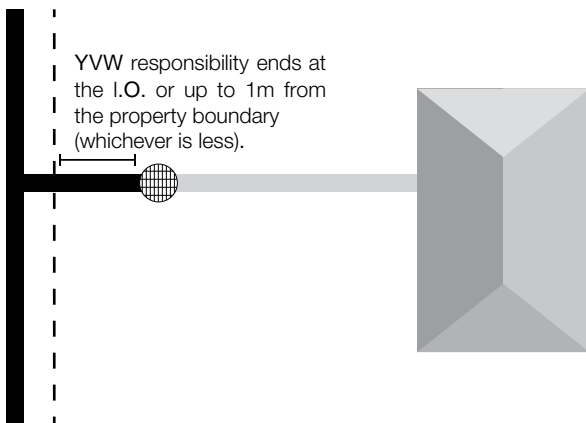
RESPONSIBILITY OF SEWER CONNECTION POINTS

Yarra Valley Water's (YVW) responsibility of the sewer connection point extends to the first Inspection Opening (I.O.) or up to 1m into the property boundary, whichever is less.



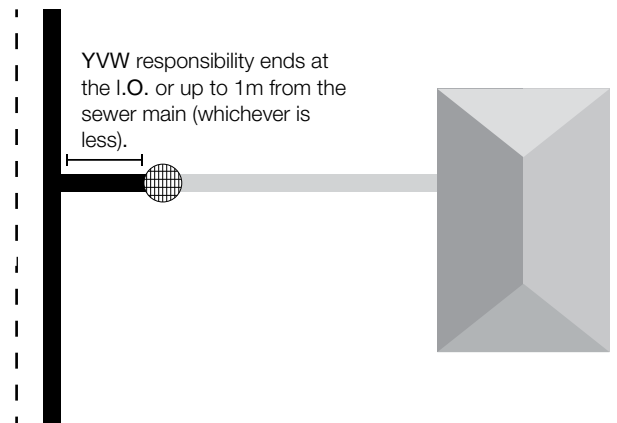
Stand alone residence

Sewer connection point where the sewer main is outside the property.



Stand alone residence

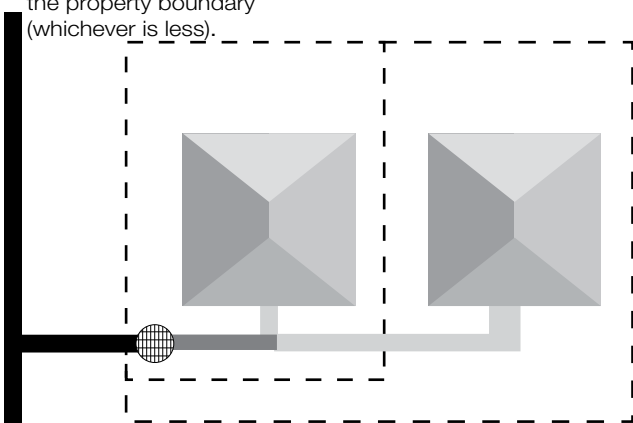
Sewer connection point where the sewer main is inside the property boundary.









Units

Combined private plumbing

YVW responsibility ends at the I.O. or up to 1m from the property boundary (whichever is less).



Key

-  Property owner responsibility
-  Combined property owners responsibility
-  YVW responsibility
-  Boundary of property
-  Inspection opening (I.O.)
-  Building / structure

Property Clearance Certificate

Land Tax



INFOTRACK / PROMPT LEGAL SERVICES

Your Reference: 21/25465

Certificate No: 68332617

Issue Date: 15 JAN 2024

Enquiries: ESYSPROD

Land Address: 6 RATHDOWNE DRIVE MICKLEHAM VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44582402	2422	801122	11937	91	\$0.00

Vendor: VANESSA BERTUNA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS VANESSA BERTUNA	2024	\$270,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$570,000

SITE VALUE: \$270,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 68332617

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 68332617

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: 68332617

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

Windfall Gains Tax



INFOTRACK / PROMPT LEGAL SERVICES

Your Reference: 21/25465

Certificate No: 68332617

Issue Date: 15 JAN 2024

Land Address: 6 RATHDOWNE DRIVE MICKLEHAM VIC 3064

Lot	Plan	Volume	Folio
2422	801122	11937	91

Vendor: VANESSA BERTUNA

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: 68332617

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 68332618

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: 68332618

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

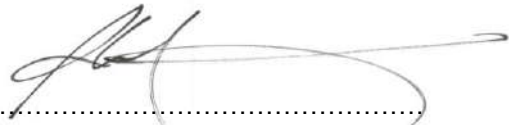
SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Our Reference: **WBPI033687**
Your Reference: **365461**
Property Details: **6 RATHDOWNE DR**
MICKLEHAM VIC 3064
LOT 2422 PS 801122V VOL 11937 FOL 091
Property Number: **718592**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **VANESSA BERTUNA**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
BSU44430/20180428/0	eBPS04295	Construction of a New Single Storey Dwelling & Associated Garage	02/11/2018	Mehmet Yuksel	BS-U 44430	BSU44430/20180428/0	02/10/2019

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

Please note
Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.
Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.
This advice is based on the most current information in Council's records.


.....
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 15 January 2024

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.

**Opes Building Solutions**

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Project Number: 20180428

FORM 2**Building Act 1993**
Building Regulations 2018 - Regulation 37(1)
Building Permit No. BSU-44430/20180428/0**Issue to**Agent of Owner: **Salwan Goro**
Postal Address: **13 Tucker Street, FAWKNER VIC**
Email: **worldauto@optusnet.com.au**
Address for serving or giving of documents:**13 Tucker Street, FAWKNER VIC**Contact Person: **Salwan Goro**Postcode: **3060**
Telephone: **0425 844 300**Postcode: **3060**
Telephone: **0425 844 300****Ownership Details**Owner: **Salwan Goro**
Postal Address: **13 Tucker Street, FAWKNER VIC**
Email: **worldauto@optusnet.com.au**
Contact Person: **Salwan Goro**Postcode: **3060**
Telephone: **0425 844 300****Property Details**Number: **6** Street/Road: **Rathdowne drive** Suburb: **Mickleham** Postcode: **3064**
Lot/s: **2422** LP/PS: **801122V** Volume: **11937** Folio: **091**
CA: **n/a** Section No: **n/a** Parish: **Mickleham** County: **n/a**
Municipal District: **City of Hume****Builder**Name: **Salwan Goro** Telephone: **0425 844 300**
Registration no.: **OB0126229**
Postal Address: **13 Tucker Street, FAWKNER VIC** Postcode: **3060**

-This builder is specified under section 24B [6] of the Building Act 1993 for the building work to be carried out for this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Paras Delyiannis	Draftsperson - Building Design (Architectural)	DP-AD 16500
Basil Gilliana	Engineer - Civil	EC 47189

Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garage

Storeys contains: **1**Version of BCA applicable to permit: **2016 Vol. 2**Cost of Building Work: **\$200,000.00**Total floor area of new building work m²: **196****BCA Classification**Part of Building: **Entire - Dwelling & Associated Garage** Class: **Class 1a(i) & Class 10a****Protection Work**

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Pad Footings Inspection
2. Pre-Slab & Strip Footing Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

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

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

Commencement and Completion

This building work must commence by 02 November 2019

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 02 November 2020

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 and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name: **Mehmet Yuksel**
Address: **Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY VIC 3046**
Email: **admin@opesbs.com.au**
Registration no.: **BSU-44430**
Municipal district: **City of Hume**
Permit No.: **BSU-44430/20180428/0**
Issue Date: **02 November 2018**

Signature:





Opes Building Solutions

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Occupancy Permit
Project Number: 20180428

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT
For Building Permit No. BSU-44430/20180428/0

Property Details

Address:	6 Rathdowne drive, Mickleham VIC 3064				
Lot:	2422	LP/PS:	801122V	Section:	n/a
CA:	n/a	Volume:	11937	Folio:	091
Municipality:	City of Hume	Parish:	Mickleham	County:	n/a

Building permit details

Building permit number:	BSU-44430/20180428/0
Version of BCA applicable to building permit:	2016 Vol. 2

Building Details

Part of building to which permit applies:	Entire - Dwelling & Associated Garage
Permitted Use:	Residential
BCA Class of building:	Class 1a(i) & Class 10a
Maximum Permissible Floor Live Load:	0.25 kPa & 1.5 kPa
Stores contained	1

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pre-Slab Inspection	14/02/2019
Slab-Steel Inspection	18/02/2019
Frame Inspection	12/04/2019
Final Inspection	01/10/2019

Relevant Building Surveyor:

Name:	Mehmet Yuksel
Address:	Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY VIC 3046
Email:	admin@opesbs.com.au
Building practitioner registration no.:	BSU-44430
Municipal district name:	City of Hume
Certificate no.	BSU-44430/20180428/0-OP
Date of issue:	2 October 2019
Date of final inspection	1 October 2019

Signature:

Domestic Building Insurance

Certificate of Insurance Owner Builder

Salwan Goro 7 Arena Ave ROXBURGH PARK VIC 3064	Policy Number: C491946 Policy Inception Date: 30/04/2020
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Certificate in Respect of Insurance – Contract of Sale: Owner Builder Work
A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of Domestic Building Work described below.

Policy Schedule Details	
Domestic Building Work:	C01: New Single Dwelling Construction
At the property:	2422 6 Rathdowne Dr MICKLEHAM VIC 3064
Carried out by the Owner Builder:	Salwan Goro
Construction Completion Date:	2/10/2019
Defects Inspection Report Undertaken By:	Inspect Direct Pty Ltd
Date of Inspection Report:	18/12/2019
<p>Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named as the purchaser in the contract of sale with the Owner Builder and to the successors in title to the Building Owner.</p>	
Additional Policy Details:	Cover is only provided if Salwan Goro has died, become insolvent, has disappeared or has failed to comply with a Tribunal or Court Order.*

IMPORTANT NOTICE
This certificate must be read in conjunction with the Policy Wording and kept in a safe place.

These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy Wording.

Domestic Building Insurance Premium and Statutory Costs	
Base DBI Premium:	\$1,270.00
GST:	\$127.00
Stamp Duty:	\$139.70
Total:	\$1,536.70