

ROBERT AUDISH & LARA AUDISH
(Vendor)

**CONTRACT OF SALE OF REAL ESTATE and
SECTION 32 VENDORS STATEMENT**

Ppty: 6 Xenon Road, Kalkallo VIC 3064

PERFECT CHOICE CONVEYANCING SERVICES

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CONTRACT OF SALE OF REAL ESTATE

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

Ppty: 6 Xenon Road, Kalkallo VIC 3064

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

The terms of this contract are contained in the-

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this Contract

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20__

Print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

..... on/...../20__

ROBERT AUDISH

LARA AUDISH

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF THE PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Jason Real Estate - Tullamarine

201B Melrose Drive, Tullamarine VIC 3043

Tel: (03) 9338 6411

Fax: (03) 9338 6548

Mob: 0411 882 605

Email: romeos@jasonrealestate.com.au

VENDOR

Robert Audish & Lara Audish

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Perfect Choice Conveyancing

820 Pascoe Vale Road, Glenroy VIC 3046

PO Box 119, Glenroy VIC 3046

Ref: 14156

Tel: 9304-1070

Fax: 9304-1071

Email: info@pcconveyancing.com.au

PURCHASER

Name:

.....

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

LAND (general conditions 7 and 13)

The land is -

described in the table below-

Certificate of Title reference				Being lot	On plan
Volume	12338	Folio	750	32441	PS835634A
Volume		Folio			

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **6 Xenon Road, Kalkallo VIC 3064**

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

All fixtures and fittings as inspected.

PAYMENT

Price \$

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

Balance \$ _____ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-48 of the **GST Act** or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

SETTLEMENT (general conditions 17 & 26.2)

is due on the _____ **day of** _____, **20**____

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
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- 7 days after the vendor gives notice in writing to the purchaser issue of the Occupancy Permit.

LEASE (general condition 5.1)

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

If '**subject to lease**' then particulars of the lease are: Not Applicable.

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

TERMS CONTRACT (general condition 30)

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

LOAN (general condition 20)

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

Lender:

Loan amount

Approval date:

BUILDING REPORT

☐ General condition 21 applies only if the box is checked.

PEST REPORT

☐ General condition 22 applies only if the box is checked.

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

Special Conditions

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

INTERPRETATION

1. In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

ACKNOWLEDGMENT OF STATEMENT

2. The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected he received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

REPRESENTATIONS

3. The Purchaser admits that this Contract constitutes the whole of the agreement made between the Vendor and the Purchaser. The Purchaser acknowledges that there are no conditions, obligations, representations, terms or warranties (except those contained herein) relating to the sale of the property, including any made by the Vendor or its agents unless these are set out in the Contract.

ACKNOWLEDGMENT AS TO INSPECTION OF PROPERTY

4. The purchaser acknowledges that the purchaser has inspected the property and Chattels in their present condition and state of repair and with any defects existing at the date thereof. The Purchaser agrees that the Vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

NOMINATION

5. If the contract states that the property is sold to a named purchaser "and/or nominee", the named purchaser may, at least fourteen (14) days prior to the settlement date, nominate an additional or substitute Purchaser, however the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.
 - a) If the nominated Purchaser is a company then the named Purchaser shall deliver the guarantee herewith, signed by all the directors of the company to the Vendor's conveyance.

VENDOR'S LOSS AND DAMAGE

6. The purchaser breaching this Contract shall pay upon all demand all expenses incurred by the Vendor as a result of such breach notwithstanding:
 - a) That the purchaser may not be aware at the date of the Contract of the particular consequences which may flow from delay in settlement; and
 - b) That such damages could not have reasonably been foreseen by the Purchaser.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser moneys in accordance with the terms of the Contract: -

- a) The cost of obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance calculated from the due date of the settlement.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from settlement;
- c) Accommodation expenses necessarily incurred by the Vendor;
- d) A fee for rescheduling settlement on the day of settlement or after set at \$550.00 per re-attendance;

- e) Legal and Conveyancing, representatives costs and expenses as between Vendor's solicitor/Vendor's representative and Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the Vendor gives to the Purchaser a notice of default under this contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

DEFAULT INTEREST

- 7. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 14 per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract.

MERGER

- 8. The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

SWIMMING POOL OR SPA

- 9. If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

NOTICES

- 10. The Purchaser will be responsible from the date of Contract for complying with any notice, order, declaration or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 11. The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser shall:-

- a) Within 60 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of

- I. Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract;
- II. A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement of the contract;
- III. Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.

b) Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

MULTIPLE PURCHASERS

12. If there is more than one purchase then:-

- a) The Purchasers obligations in this will bind all those persons jointly and severally;
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers responsibility to pay any additional duty which may be assessed as a result of the variation;
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

EARLY POSSESSION

13. In the event that the Vendor allows the Purchaser to take possession of the subject property prior to the settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

SUBJECT TO LEASE (if applicable)

14. If the property is being sold subject to a lease or receipt of their rents and profits.

The purchaser acknowledges being satisfied with all aspects of the lease and will not make any claim or objection in respect of the leave or any variation to it.

The rent and all outgoings payable by the tenant under the lease (the lease money) will be apportioned on the settlement date between the vendor and the purchaser as follows:

- a) The vendor will be entitled to all lease money payable in respect of the full period up to and including the settlement date and the purchaser will be entitled to all lease money payable from the date after that date.
- b) Where lease money has been paid to the vendor for a period expiring after the settlement date the vendor allow the purchaser a proportion that the number of days remaining in the period after settlement date bears to the total number of days in the period.
- c) If any lease moneys are in arrears the purchaser will allow those arrears to the vendor.

The purchaser agrees that after the settlement date the vendor will be entitled to commence proceedings in the name of the purchaser against the tenants under the lease to recover any rent which may be unpaid on the settlement date or to enforce the tenant's obligation to pay rates or other outgoings.

The purchaser must pay to the vendor any lease money received by the purchaser for any period up to the settlement date.

This condition will not merge on settlement but remain in operation for as long as is necessary to give effect to it.

PLAN OF SUBDIVISION (if applicable)

15. The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
 - b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall then be repaid to the Purchaser in full.
 - c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
 - d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).
 - e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.

OWNER BUILDER (if applicable)

16. The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor's warrants that they have effected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred as a result of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

RATE CERTIFICATES

17. The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

STATEMENT OF ADJUSTMENTS

18. Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Perfect Choice Conveyancing Services not less than 5 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to Perfect Choice Conveyancing of \$220.00 for the delay in receiving the Statement of Adjustments.
19. The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

AUCTION CONDITIONS (if applicable)

20. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

DEPOSIT RELEASE

21. The purchaser agrees to release the deposit monies to the vendor via signed Section 27 Statement along with a copy of the Section 27 letter from the mortgagee (if applicable). The purchaser will not object to the release of deposit monies.

SUBJECT TO FINANCE

22. In the event that the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:
 - (a) provide a declined letter from the lender (not the mortgage broker) stipulated on the Contract of Sale to confirm that the finance has been declined; and
 - (b) provide sufficient evidence and the circumstances as to why the finance was declined.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

SETTLEMENT AGENT APPOINTMENT

23. The purchaser acknowledges that the Vendor has appointed Perfect Choice Conveyancing Services as its agent for the purpose of completing this transaction and for directing the payment of all moneys payable pursuant to the Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

DEFECT LIABILITY PERIOD

24. The vendor shall organise the builder, at its own expense and cost in a proper and workmanlike manner, to make good any defects in the said dwelling house erected on the land hereby sold which defects:
 - (a) Arise out of faulty workmanship and/or materials; and
 - (b) Are notified in writing to the vendor and/or builder within a period of 90 days from the date of occupancy permit. It is expressly declared that there shall be no obligation on the vendor to make good any cracking or loosening or other defects which may be caused by natural shrinkage, damage caused by the purchaser and/or tenants after taking possession from settlement or any other matters incidental hereto that are not as a result of faulty workmanship and/or materials.

The vendor and/or builder shall endeavour to rectify the defects notified within 90 days of receipt of notice of such defect. The purchaser shall not be entitled to delay settlement in relation to any defects noted under this condition.

BUILDING WORKS

25. This Contract is not a major domestic building contract.
26. If at settlement there is any dispute relating to the quality, minor defects or standard of finish of the building works or fittings/fixtures sold then the Purchaser is not entitled to delay or postpone settlement as a consequence or require the retention of any part of the purchase price and instead must complete the settlement as required by this contract.
27. The Vendor may at any time, and without reference to the Purchaser, vary the Building Plans or vary the Building Specifications prior to or during the course of construction to comply with any requirements of the Responsible Authority, the Registrar, any Authority or the Builder. The Purchaser acknowledges to have inspected the property prior to signing and will not make any requisitions against the Vendor or Builder to modify or change the Building Plans or Building Specification prior to or after settlement.
28. Should any of the finishes of fittings set out in the Specifications and/or inclusions list not be available to the Vendor's builders, contractors and like employees, the Purchaser hereby authorises the Vendor to select at its own discretion, alternatives of similar standard and quality and the Vendor is not obliged to notify the Purchaser of any such changes.

Sale of Land (Public Auctions) Regulations 2014

S.R. No. 73/2014

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STATUTORY RULES 2014

S.R. No. 73/2014

Sale of Land Act 1962

Sale of Land (Public Auctions) Regulations 2014

The Lieutenant-Governor as the Governor's deputy with the advice of the Executive Council makes the following Regulations:

Dated: 24 June 2014

Responsible Minister:

HEIDI VICTORIA
Minister for Consumer Affairs

YVETTE CARISBROOKE
Clerk of the Executive Council

1 Objectives

The objectives of these Regulations are—

- (a) to prescribe standard rules for public auctions for the sale of land; and
- (b) to prescribe written information statements that must be made available for public auctions for the sale of land, and to prescribe how that information is to be made available; and
- (c) to prescribe the obligations of auctioneers at public auctions for the sale of land.

2 Authorising provision

These Regulations are made under section 48 of the **Sale of Land Act 1962**.

3 Commencement

These Regulations come into operation on 1 October 2014.

4 Revocation

The Sale of Land Regulations 2005¹ are **revoked**.

5 Standard rules for the conduct of public auctions for the sale of land

- (1) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 1 unless subregulation (2), (3) or (4) applies to that auction.
- (2) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 2 if there are 2 co-owners of the land and one of the co-owners intends to bid to purchase the interest of the other co-owner in the land.
- (3) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 3 if there are more than 2 co-owners of the land and one or more (but not all) of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.
- (4) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 4 if there are 2 or more co-owners of the land and each of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.

6 Information made available at auctions

- (1) The auctioneer of land at a public auction to which regulation 5(1) applies must ensure that—
 - (a) the rules set out in Schedule 1; and
 - (b) the information in Schedule 5; and
-

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (2) The auctioneer of land at a public auction to which the rules set out in Schedule 1 apply must ensure that it is clear which of the 2 alternatives to rule 1 applies to that auction.

Penalty: 5 penalty units.

- (3) The auctioneer of land at a public auction to which regulation 5(2) applies must ensure that—
- (a) the rules set out in Schedule 2; and
 - (b) the information in Schedule 5; and
 - (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (4) The auctioneer of land at a public auction to which regulation 5(3) applies must ensure that—
- (a) the rules set out in Schedule 3; and
 - (b) the information in Schedule 5; and

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (5) The auctioneer of land at a public auction to which regulation 5(4) applies must ensure that—

- (a) the rules set out in Schedule 4; and
- (b) the information in Schedule 5; and
- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (6) The auctioneer of land at a public auction must ensure that the rules set out in Schedule 1, 2, 3 or 4 that are made available at the auction are printed or typed—

- (a) in plain text in a font of at least 20 point; and
- (b) in a form that is easily legible; and
- (c) in a manner that provides a clear contrast between the typeface of the rules and the background on which the rules are printed or typed.

Penalty: 5 penalty units.

7 Announcements by auctioneer before bidding starts

- (1) Before accepting any bid at a public auction for the sale of land, the auctioneer of the land must audibly state—
 - (a) that the auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction; and
 - (b) that the auction rules prohibit an auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder; and
 - (c) that the auctioneer must indicate bidders on request; and
 - (d) that the law—
 - (i) prohibits false bids; and
 - (ii) prohibits major disruptions by bidders; and
 - (iii) prohibits bidders attempting to prevent others from bidding; and
 - (iv) provides for fines for this conduct.

Penalty: 10 penalty units.
- (2) If the rules set out in Schedule 1 apply to a public auction of land and those rules permit the auctioneer to bid on behalf of the vendor, the auctioneer must, in addition to the requirements in subregulation (1), before accepting any bid audibly state—
 - (a) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor; and

- (b) that by law only the auctioneer can make a vendor bid.

Penalty: 10 penalty units.

- (3) If the rules set out in Schedule 1 apply to a public auction of land and those rules do not permit the auctioneer to bid on behalf of the vendor, the auctioneer of the land must, in addition to the requirements in subregulation (1), before accepting any bid at the auction audibly state that the rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.

Penalty: 10 penalty units.

- (4) If the rules set out in Schedule 2 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that one of the vendors (or their representative) intends to make a bid to purchase the land; and
 - (b) that only the auctioneer can make a vendor bid on behalf of the vendor who is not bidding to purchase the land; and
 - (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (5) If the rules set out in Schedule 3 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that one or more but not all of the vendors (or their representatives) intends to make a bid to purchase the land; and
-

- (b) that only the auctioneer can make a vendor bid on behalf of a vendor who is not bidding to purchase the land; and
- (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (6) If the rules set out in Schedule 4 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that each of the vendors (or their representatives) intend to bid to purchase the land; and
 - (b) that no vendor bids will be made by the auctioneer.

Penalty: 10 penalty units.

8 Auctioneer must indicate bidders on request

If a person at a public auction for the sale of land asks the auctioneer to indicate the person who made a bid, the auctioneer must indicate the person who made the bid before taking another bid.

Penalty: 10 penalty units.

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land.

OR

- *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 8. 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.
-

SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
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 vendors 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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. 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.

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

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 vendors 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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 8. 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.
-

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.

Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this 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 vendors 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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. 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.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Sale of Land (Public Auctions) Regulations 2014

Endnotes

S.R. No. 73/2014

ENDNOTES

¹ Reg. 4: S.R. No. 28/2005 as amended by S.R. No. 47/2008.

General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

- 6.5 The warranties in general conditions 6.3 to 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 Online 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 correct 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 11.14 applies despite general condition 11.1
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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 provision folio under section 23 of the Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if :
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a refer 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 the 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 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 10.00am and 4.00pm 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 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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 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, unless the margin scheme applies.

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 The 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 period 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 all copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount

in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the Performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements 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 to 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 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 adjustment 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 nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless provide 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 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 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 the 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 reasonable 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 AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser(s) for any such payment performance or observance;
- (d) by reason of the Vendor(s) assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 20____

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

.....witness

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

.....witness

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	6 Xenon Road, Kalkallo VIC 3064
-------------	---------------------------------

Vendor's name	Robert Audish	Date / /
Vendor's signature		

Vendor's name	Lara Audish	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$5,000.00

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

To

Other particulars (including dates and times of payments):- Not Applicable.

1.3 Terms Contract

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

- Not Applicable.

1.4 Sale Subject to Mortgage

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

- Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

- Not Applicable.

2.2 Owner Builder

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

- Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- Not Applicable.

5. BUILDING PERMITS

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

- See Attached.

6. OWNERS CORPORATION

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

- Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- Not Applicable.

8. SERVICES

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

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider prior to settlement and the Purchaser will have to have the services reconnected. It is the Purchaser's responsibility to check with the appropriate authorities as to the availability of and the costs of connecting or reconnecting to the property any of the services required. Unless the Purchaser contacts the supplier authority and takes over the existing service, final reading will be obtained and all services will be disconnected at settlement. It will be the Purchaser's responsibility to pay all costs of and incidental to connections or reconnections of the services required.

9. TITLE

Attached are copies of the following documents:

- 9.1 Registered Title
- 9.2 A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

- Not Applicable.

10.2 Staged Subdivision

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

- Not Applicable.

10.3 Further Plan of Subdivision

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

- Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

- Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- See attached.

13. ATTACHMENTS

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

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

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

Occupancy Permit
Building Permit
Builders Warranty Insurance

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

Page 1 of 1

VOLUME 12338 FOLIO 750

Security no : 124108623562P
Produced 25/08/2023 04:40 PM

LAND DESCRIPTION

Lot 32441 on Plan of Subdivision 835634A.
PARENT TITLE Volume 12311 Folio 812
Created by instrument PS835634A 27/10/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROBERT AUDISH
LARA AUDISH both of 7 MILESTONE STREET GREENVALE VIC 3059
AV076783G 30/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV200123Q 05/01/2022
BANK OF QUEENSLAND LTD

COVENANT PS835634A 27/10/2021

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.

DIAGRAM LOCATION

SEE PS835634A 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 XENON ROAD KALKALLO VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 05/01/2022

DOCUMENT END

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

Page 1 of 1

VOLUME 12338 FOLIO 750

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BANK OF QUEENSLAND LTD

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DIAGRAM LOCATION

SEE PS835634A 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 XENON ROAD KALKALLO VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 05/01/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS835634A
Number of Pages (excluding this cover sheet)	6
Document Assembled	25/08/2023 16:41

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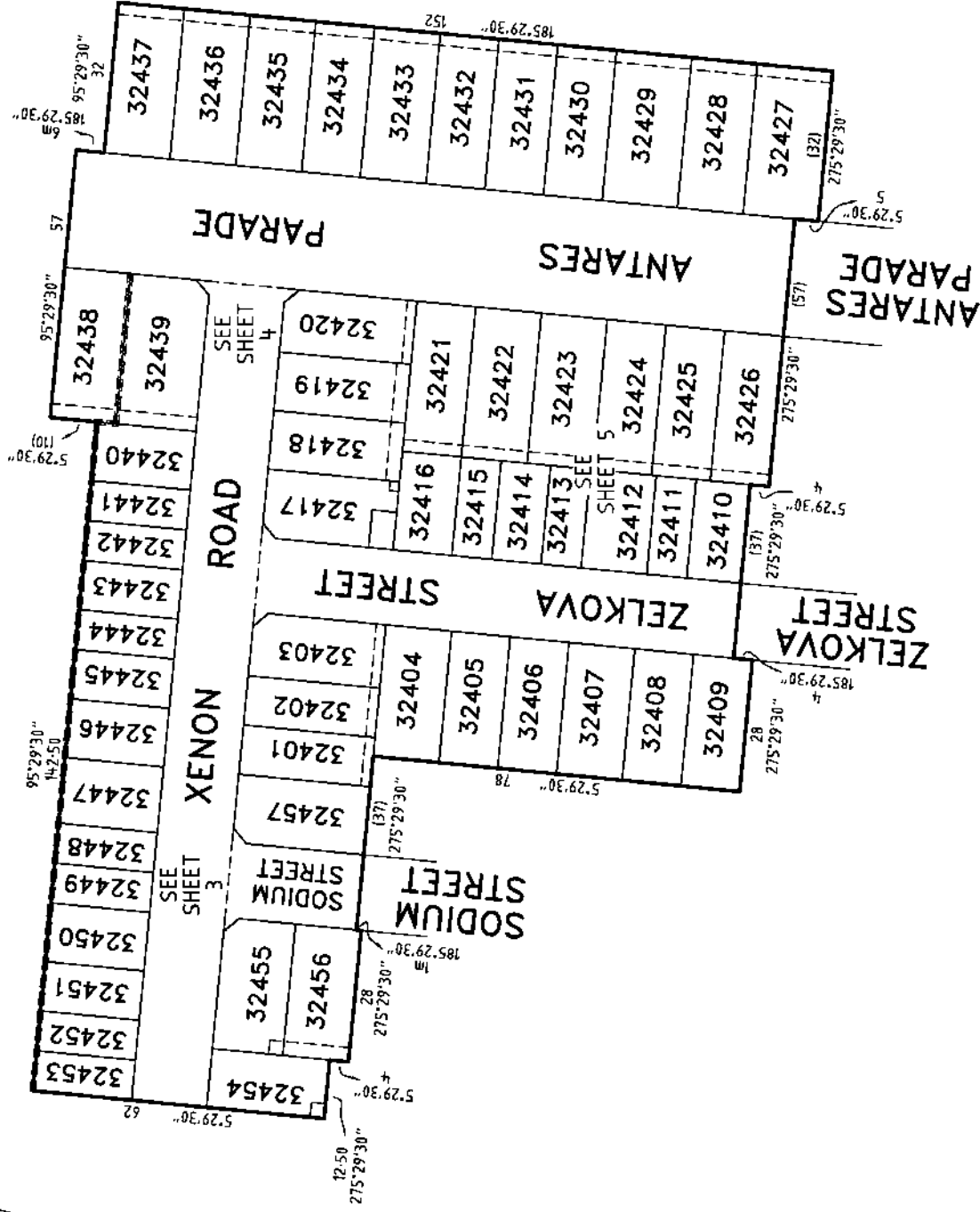
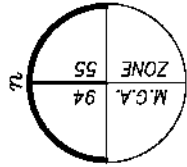
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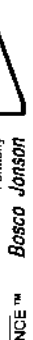
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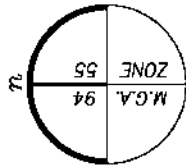
PLAN OF SUBDIVISION				EDITION 1	PS 835634A
<p style="text-align: center; font-weight: bold;">LOCATION OF LAND</p> <p>PARISH: KALKALLO</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 26 (PART)</p> <p>TITLE REFERENCE: VOL 12311 FOL 812</p> <p>LAST PLAN REFERENCE: LOT D ON PS835680S</p> <p>POSTAL ADDRESS: 17 ZELKOVA STREET (at time of subdivision) KALKALLO 3064</p> <p>MGA 94 CO-ORDINATES: E 319 150 ZONE: 55 (approx. centre of land in plan) N 5 845 700</p>				<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009116 Planning Permit Reference: P20695 SPEAR Reference Number: S151451C</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. 15/01/2021</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 at Certification</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 07/10/2021</p> <p>Statement of Compliance issued: 20/10/2021</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 been satisfied for: this plan at Statement of Compliance</p>	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON		<p>STAGING THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P20695</p>	<p>SURVEY THIS PLAN IS NOT BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) MERRIANG 20 & 29 IN PROCLAIMED SURVEY AREA NO. 74 KALKALLO 72</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>LOTS 1 TO 32400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>EASEMENTS E-4, E-6, E-7 & E-9 HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>AREA OF LAND SUBDIVIDED IS 2.776ha.</p> <p>WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>
<p>ROAD R1 RESERVE No.1</p>		<p>HUME CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD</p>			
EASEMENT INFORMATION					
<p>LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT *SUPPORT IS DEFINED AS ALL NECESSARY STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES</p>					
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	
E-5	*SUPPORT	0.50	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN	
E-6	DRAINAGE	0.50	THIS PLAN	HUME CITY COUNCIL	
E-8	SEWERAGE	0.50	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-8	*SUPPORT	0.50	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN	
E-10	*SUPPORT	0.50	THIS PLAN	VOL 12311 FOL 810 (LOT BB ON PS835680S)	
E-11	*SUPPORT	0.50	THIS PLAN	VOL 12311 FOL 816 (LOT G ON PS835680S)	
E-12	SEWERAGE	SEE DIAG	PS835680S	YARRA VALLEY WATER CORPORATION	
E-13	DRAINAGE	SEE DIAG	PS835680S	HUME CITY COUNCIL	
E-13	SEWERAGE	SEE DIAG	PS835680S	YARRA VALLEY WATER CORPORATION	
A-1	*SUPPORT	0.50	SECTION 98 TLA 1958 (THIS PLAN)	THE RELEVANT ABUTTING LOTS ON THIS PLAN	
CLOVERTON - 324			DP3b		
57 LOTS			LICENSED SURVEYOR GREGORY STUART WILLIAMS		
<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au</p> <p>DEVELOP WITH CONFIDENCE™ <i>Formerly Bosco Jonson</i></p>				<p>DATE 17/09/21 REFERENCE 331637-ST324</p> <p>VERSION D DRAWING 331637-ST324-AD</p> <p>Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (D), 30/09/2021, SPEAR Ref: S151451C</p>	<p style="text-align: center; font-weight: bold;">ORIGINAL SHEET SIZE A3</p> <p style="text-align: center; font-weight: bold;">SHEET 1 OF 6 SHEETS</p> <p style="text-align: center; font-weight: bold;">PLAN REGISTERED</p> <p style="text-align: center;">TIME: 3.31pm DATE: 27/10/2021</p> <p style="text-align: center;">Assistant Registrar of Titles Denise Satti</p>

PLAN OF SUBDIVISION

PS 835634A

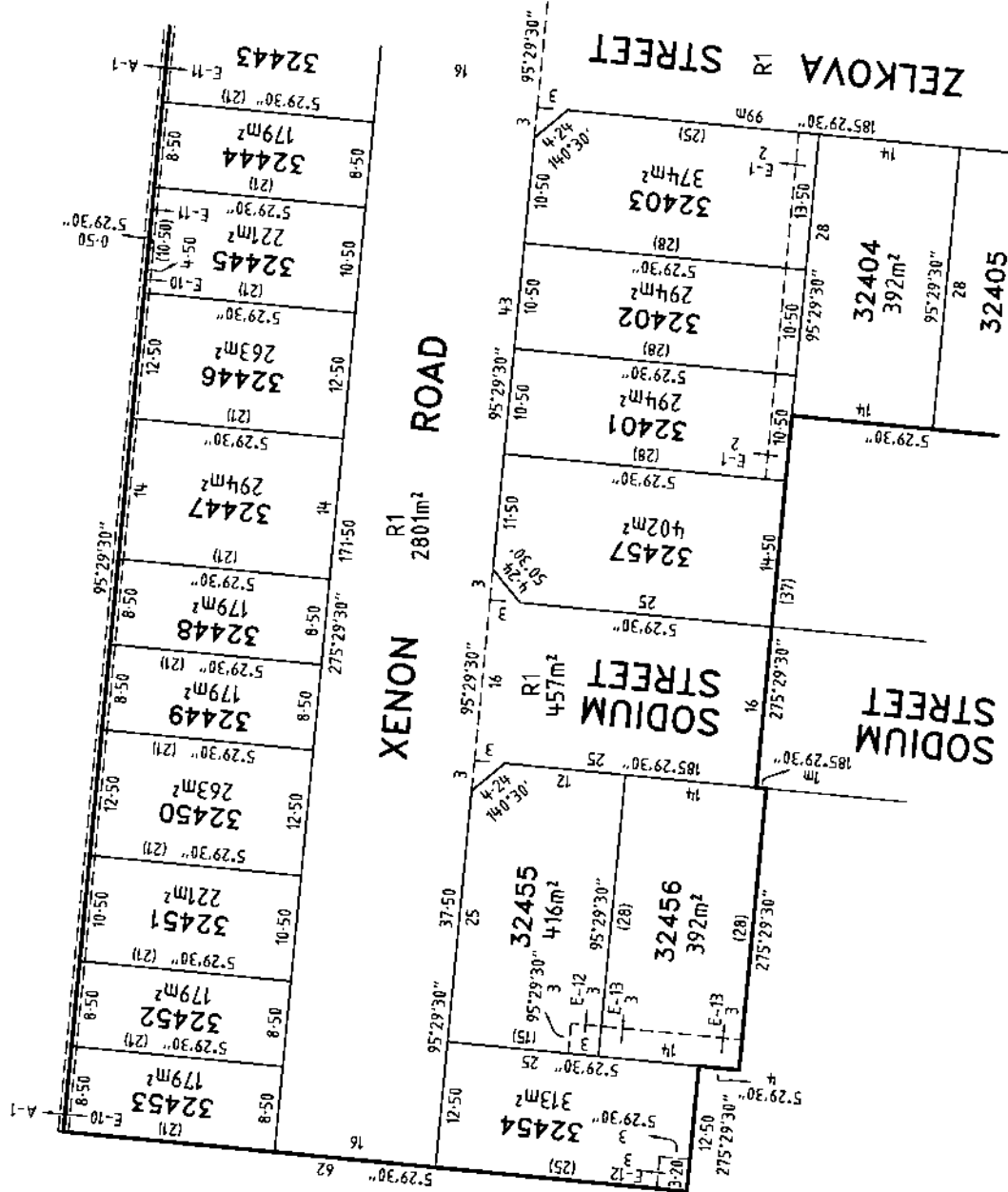


<div style="text-align: center;">  </div> <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly Bosco Jonson</p> <p>DEVELOP WITH CONFIDENCE™</p>	CLOVERTON - 324		DP3b			Digitally signed by: Hume City Council, 07/10/2021, SPEAR Ref: S151451C
	LICENSED SURVEYOR GREGORY STUART WILLIAMS					
	DATE	17/09/21	REFERENCE	331637-ST324		
	VERSION	D	DRAWING	331637-ST324-AD		
			LENGTHS ARE IN METRES 10 0 20 40		SCALE 1:1000	ORIGINAL SHEET SIZE A3
					SHEET 2	



PLAN OF SUBDIVISION

PS 835634A



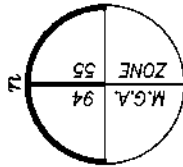
SEE SHEET 4

SEE SHEET 5

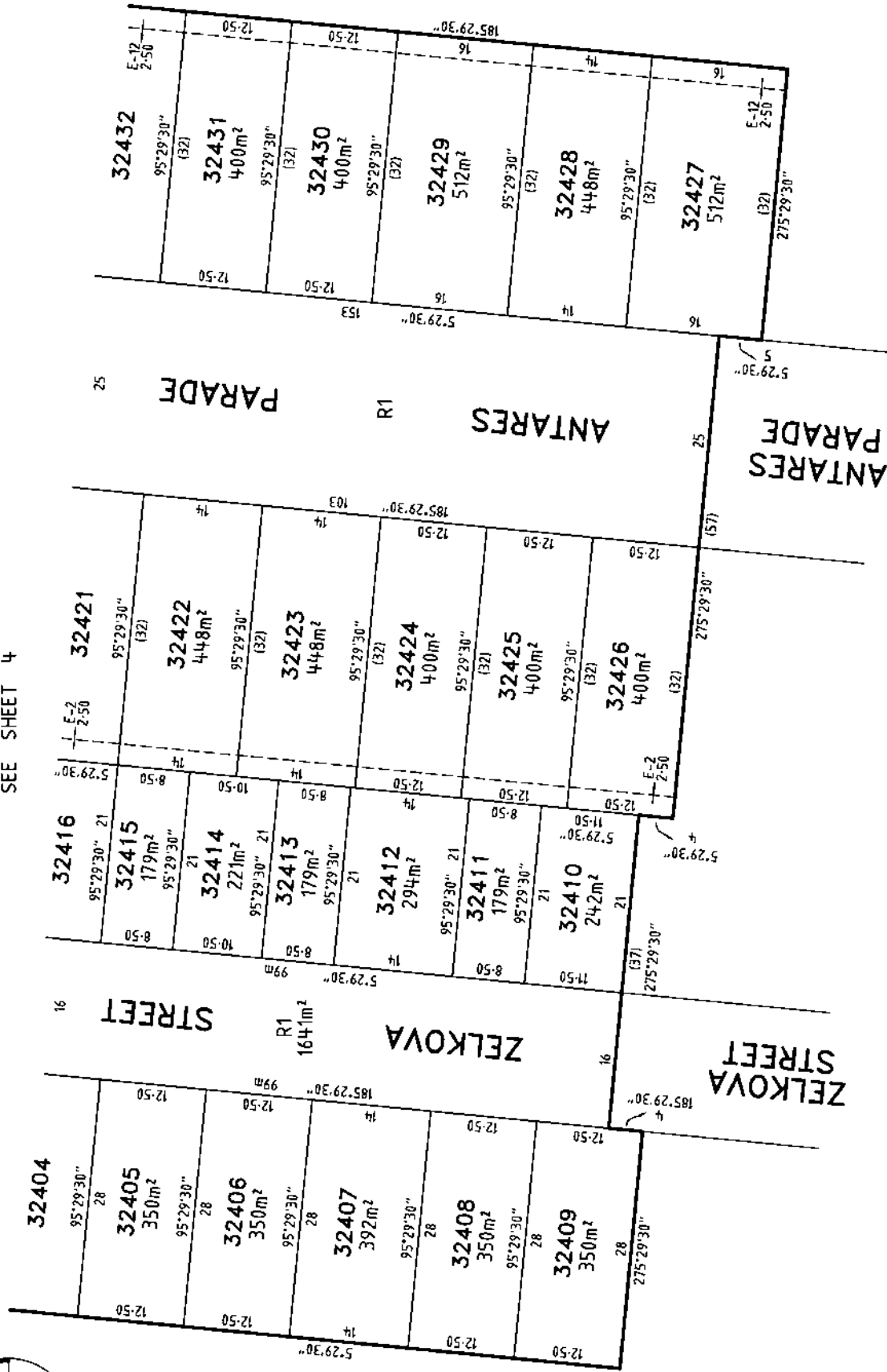
		CLOVERTON - 324		DP3B	ORIGINAL SHEET SIZE A3	
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly Bosco Jonson		LICENSED SURVEYOR GREGORY STUART WILLIAMS			SCALE 1:500	
DATE 17/09/21		REFERENCE 331637-ST324			SHEET 3	
VERSION D		DRAWING 331637-ST324-AD			Lengths are in metres	
DIGITALLY SIGNED BY: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (D), 30/09/2021, SPEAR Ref: S151451C		DIGITALLY SIGNED BY: Hume City Council, 07/10/2021, SPEAR Ref: S151451C				

PLAN OF SUBDIVISION

PS 835634A



SEE SHEET 4



Level 3, 1 Southbank Boulevard
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CLOVERTON - 324

CLOVERTON - 324
LICENSED SURVEYOR GREGORY STUART WILLIAMS

DP3b

5 0 10
LENGTHS ARE IN METRES

SCALE

ORIGINAL SHEET SIZE A3

REFERENCE 331637-ST324
DRAWING 331637-ST324-AD

DATE 17/09/21
VERSION D

Digitally signed by: Gregory S Williams, Licensed Surveyor,
Surveyor's Plan Version (D),
30/09/2021, SPEAR Ref: S151451C

Digitally signed by:
Hume City Council,
07/10/2021,
SPEAR Ref: S151451C

PLAN OF SUBDIVISION**PS 835634A****CREATION OF RESTRICTION 'A'**

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
32403	32402, 32404
32404	32401, 32402, 32403, 32405
32405	32404, 32406
32406	32405, 32407
32407	32406, 32408
32408	32407, 32409
32409	32408
32417	32416, 32418
32418	32416, 32417, 32419, 32421
32419	32418, 32420, 32421
32420	32419, 32421
32421	32416, 32418, 32419, 32420, 32422

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
32422	32414, 32415, 32421, 32423
32423	32412, 32413, 32414, 32422, 32424
32424	32412, 32423, 32425
32425	32410, 32411, 32412, 32424, 32426
32426	32410, 32425
32427	32428
32428	32427, 32429
32429	32428, 32430
32430	32429, 32431
32431	32430, 32432
32432	32431, 32433

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
32433	32432, 32434
32434	32433, 32435
32435	32434, 32436
32436	32435, 32437
32437	32436
32438	32439, 32440
32439	32438, 32440
32454	32455, 32456
32455	32454, 32456
32456	32454, 32455
32457	32401

RESTRICTION:

THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA7725.

EXPIRY DATE: 01/01/2027

CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
32401	32402, 32404, 32457
32402	32401, 32403, 32404
32410	32411, 32425, 32426
32411	32410, 32412, 32425
32412	32411, 32413, 32423, 32424, 32425
32413	32412, 32414, 32423
32414	32413, 32415, 32422, 32423
32415	32414, 32416, 32422
32416	32415, 32417, 32418, 32421
32440	32438, 32439, 32441
32441	32440, 32442
32442	32441, 32443

BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
32443	32442, 32444
32444	32443, 32445
32445	32444, 32446
32446	32445, 32447
32447	32446, 32448
32448	32447, 32449
32449	32448, 32450
32450	32449, 32451
32451	32450, 32452
32452	32451, 32453
32453	32452

RESTRICTION:

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 THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH LOT TYPE 'A' OF THE SMALL LOT HOUSING CODE UNLESS A SPECIFIC PLANNING PERMIT FOR THE SAID DWELLING HAS BEEN OBTAINED FROM THE RESPONSIBLE AUTHORITY.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT. THE REQUIREMENT FOR SUCH ENDORSEMENT CEASING TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EXPIRY DATE: 01/01/2027

CREATION OF RESTRICTION 'C'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

BURDENED LAND: LOTS 32401, 32402, 32404, 32405, 32444 TO 32457 (BOTH INCLUSIVE).

BENEFITED LAND: LOTS 32401, 32402, 32404, 32405, 32444 TO 32457 (BOTH INCLUSIVE).

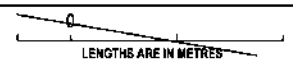
RESTRICTION:

THE FIRST FLOOR OF ANY DWELLING SHALL NOT BE BUILT ON EACH LOT DESCRIBED UNDER THE BURDENED LAND UNLESS IT IS DESIGNED AND CONSTRUCTED TO MEET THE ACOUSTIC STANDARDS OUTLINED IN AS2107:2016 ACOUSTICS - RECOMMENDED DESIGN SOUND LEVELS AND REVERBERATION TIMES FOR BUILDING INTERIORS.

CLOVERTON - 324**DP3b**

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400

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WITH **Formerly**
CONFIDENCE™ **Bosco Jonson**

veris**LICENSED SURVEYOR GREGORY STUART WILLIAMS****SCALE**

DATE 17/09/21
VERSION D

REFERENCE 331637-ST324
DRAWING 331637-ST324-AD

ORIGINAL SHEET SIZE A3**SHEET 6**

Digitally signed by: Gregory S Williams, Licensed Surveyor,
Surveyor's Plan Version (D),
30/09/2021, SPEAR Ref: S151451C

Digitally signed by:
Hume City Council,
07/10/2021,
SPEAR Ref: S151451C

AA7725

**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	Stockland Development Pty Limited
Phone:	03 9095 5000
Address:	Level 36, 525S Collins Street, Melbourne VIC 3000
Reference:	MCP Stage 324 CV
Customer code:	21268K

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Provisions to apply to the plan:

Burdened land: Refer to plan of subdivision 835634A.
Benefited land: Refer to plan of subdivision 835634A.
Covenants: As set out in this MCP.
Expiry: Refer to plan of subdivision 835634A.

PRELIMINARIES

- A. This MCP acts as the approved building envelope under the relevant condition of the planning permit and provides the information necessary to interpret the approved building envelopes.
- B. This MCP includes:
- i Any varied design parameters from the Building Regulations and the municipal planning scheme.
 - ii Matters not covered by the Building Regulations and the municipal planning scheme.
- C. Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations and the municipal planning scheme.
- D. This MCP is retained by the Registrar of Titles pursuant to section 91 (A) of the Transfer of Land Act.

RESTRICTIONS

The registered proprietor or proprietors for the time being of any burdened lot specified in the relevant plan of subdivision:

- A. Shall not make an application to amend a building envelope unless with the written consent from Stockland and the responsible authority.
- B. Shall not erect any buildings on the lot unless the plans for such buildings are endorsed by Stockland Development Pty Ltd prior to the issue of the building permit.
- C. The requirement for such endorsement shall cease to have effect on the lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 12

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

030821

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

PROVISIONS

Any building requiring a building permit to be constructed on a lot to which this MCP applies must be sited within the approved building envelope.

This MCP will specify any encroachments allowed outside the approved building envelope.

1 TEXT OF RESTRICTIONS

1.1 Minimum street setbacks (refer regulation 74 and clause 54.03-1)

- 1.1.1 Setbacks of building elements (such as walls and roof coverings) from streets including laneways must comply with the setbacks specified on the building envelope plan, except for a garage which may be constructed on or within 200 millimetres of a laneway.
- 1.1.2 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway:
 - a Facade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 6.6 metres high
 - b Eaves, facias and gutters

1.2 Side and rear Setbacks (refer regulation 79 and clause 54.04-1)

- 1.2.1 Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles. The setback profile identifier codes are noted on the building envelope plans.
- 1.2.2 If a lot is shown with the profile identifier codes **SP-A-1** and **SP-B-1** on opposite side boundaries, the codes can be interchanged.
- 1.2.3 In addition to the allowable encroachments in the Building Regulations, the following can encroach into the minimum side and rear setback specified by the relevant setback profile identifier code:
 - a Outbuildings not exceeding 10 square metres in area and 3 metres in height.

1.3 Walls on boundaries (refer regulation 80 and clause 54.04-2)

- 1.3.1 A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.
- 1.3.2 For lots where a retaining wall is located along a side or rear boundary a dwelling wall, except for a garage, must be setback 1 metre from the boundary. When constructing a garage on a boundary with a retaining wall, the structural integrity of the retaining wall and its drainage must be protected to the satisfaction of the building surveyor.

1.4 Solar access to existing north-facing habitable room windows (refer regulation 82 and clause 54.04-4)

- 1.4.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.
- 1.4.2 Any proposed north-facing habitable room window at ground level in a proposed dwelling on a lot

Memorandum of common provisions

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must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, as an 'existing' north-facing habitable room window for the purposes of regulation 82 and clause 54.04-4.

1.5 Overshadowing of recreational private open space (refer regulation 83 and clause 54.04-05)

1.5.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be reduced by the construction of a dwelling, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.

1.5.2 The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

1.6 Overlooking (refer regulation 84 and clause 54.04-6)

1.6.1 The overlooking control area is identified in the relevant setback identifier profile codes shown on the building envelope plan.

1.7 Lots 300 square metres in area or greater

The following additional clauses apply to lots that are 300 square metres in area or greater:

1.7.1 Walls on Boundaries

The height of a wall constructed on or within 200 millimetres of a side or rear boundary, except for a garage wall as specified in this clause, must not exceed an average of 3.2 metres with no part higher than 3.6 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.

A garage wall may be constructed on or within 200 millimetres of a side or rear boundary to a maximum height of 3.6 metres provided that the length of garage wall on the boundary with a height of 3.6 metres does not exceed 6 metres.

1.7.2 Garages

A garage on a lot must be set back at least 5 metres from the front boundary of the lot.

1.7.3 Car Parking

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

1.7.4 One dwelling on a lot:

Only one dwelling may be constructed on the lot.

1.8 Multiple Storeys

1.8.1 A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

1.9 Design Approval

1.9.1 The design of a dwelling must be in accordance with the Stockland Design Essentials and any building or part of a building that is visible from a road reserve or other reserve must be approved by Stockland before lodging an application for a building permit.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

2 Notes on this MCP

2.1 Conflicting Annotation

- 2.1.1 In the case of a conflicting annotation between the building envelope plan and this MCP text, the MCP text supersedes the plan.

2.2 Natural Ground Level

- 2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.

2.3 Edge Lots

- 2.3.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.
- 2.3.2 Regulation 71 and clause 56.04-2 apply to an edge lot regardless of Section 1 of this MCP.

2.4 Driveway Crossovers

- 2.4.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Stockland and Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Hume City Council specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

2.5 General Definitions

- 2.5.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan which is attached to this MCP.
- 2.5.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.
- 2.5.3 **Building envelope plan** means the plan which is attached to this MCP showing dwelling setbacks and other related matters.
- 2.5.4 **Corner lot** means a lot sited at the intersection of two streets (excluding laneways) where those streets form boundaries of the lot.
- 2.5.5 **Front Fence** means a fence forward of the side boundary fence or along the front boundary.
- 2.5.6 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.
- 2.5.7 **Private Open Space** has the same meaning as in the building regulations.
- 2.5.8 **Regulations** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act.
- 2.5.9 **Secluded Private Open Space** has the same meaning as in the building regulations.
- 2.5.10 **Stockland** means Stockland Development Pty. Ltd.

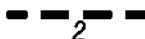
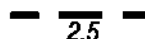
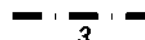




Memorandum of common provisions

Section 91A Transfer of Land Act 1958

3 *Diagrams and plans*

3.1 *Explanation of symbols and terms in diagrams and plans*

NOTATIONS

SP-A-1	SP-D-1	Building envelope profile (refer 3.2 and 3.3 following) to be applied to the particular boundary (refer plans in 3.5).
SP-B-1	RP-A-1	
		Note the frontage setback and easement width is designated on the plan.
		2 metres wide easement
		2.5 metres wide easement
		3 metres wide easement
		Frontage setback
		Special lot requirements (refer text)
		Lot number
		Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and Hume City Council).

PARTICULAR LOT REQUIREMENTS FOR STAGE 324

This MCP does not apply to lots 32401, 32402, 32410 to 32416 and 32440 to 32453 - these particular lots will be assessed against either the Small Lot Housing Code or a separate planning permit application.

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering and survey assessment.

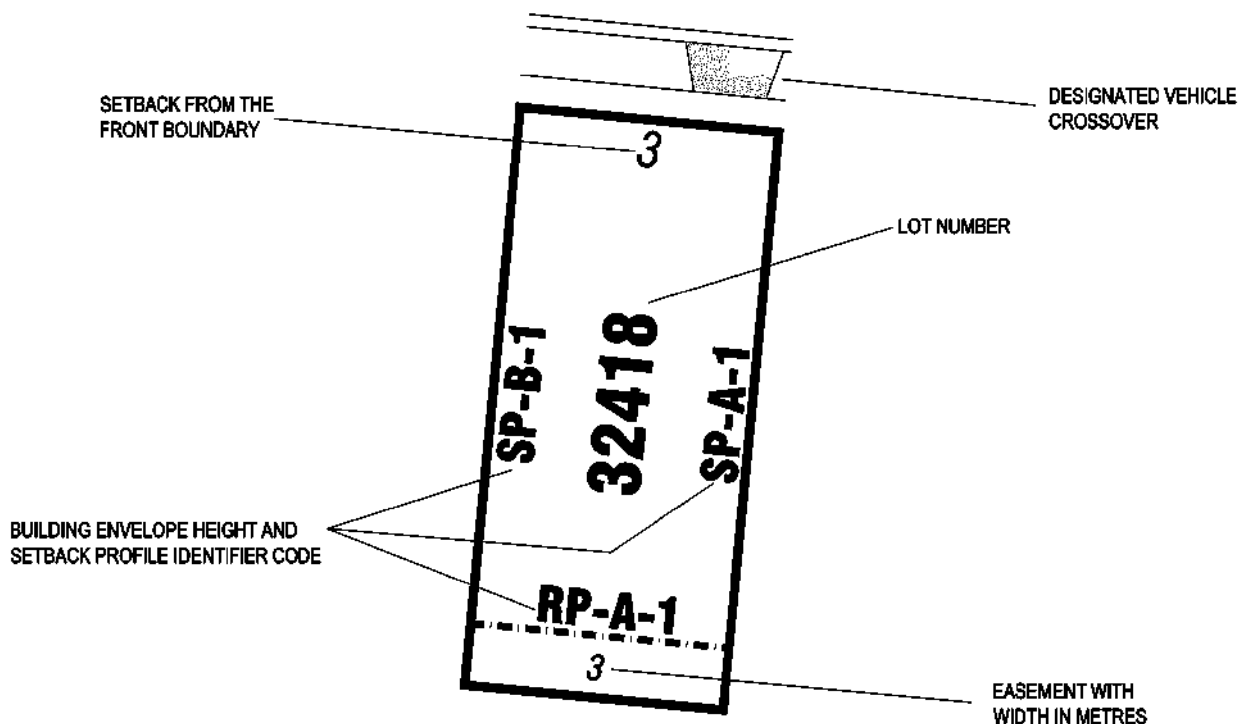
Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to Hume City Council approval.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

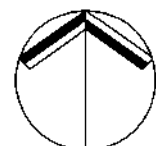
3.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY HUME CITY COUNCIL AS APPROVED BUILDING ENVELOPES.



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V3

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[6335110: 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

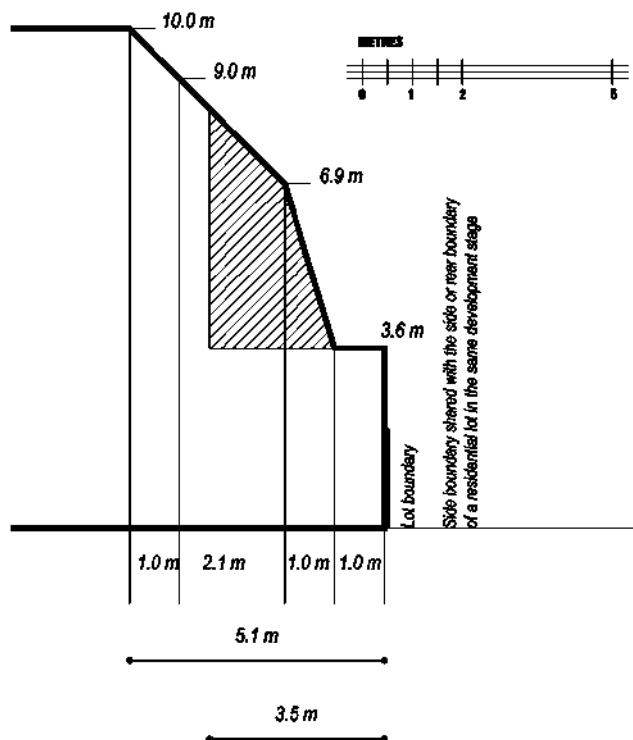
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Memorandum of common provisions

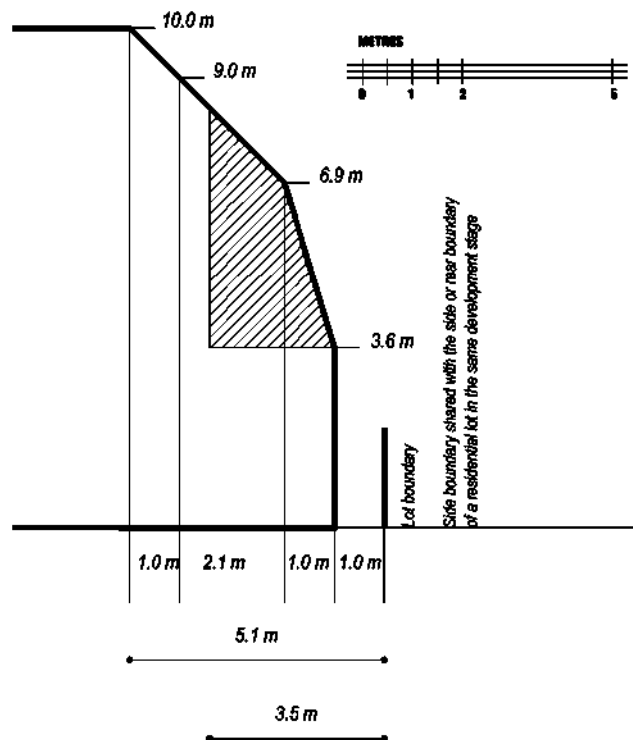
Section 91A Transfer of Land Act 1958

3.3 Profiles referenced in the building envelope plan

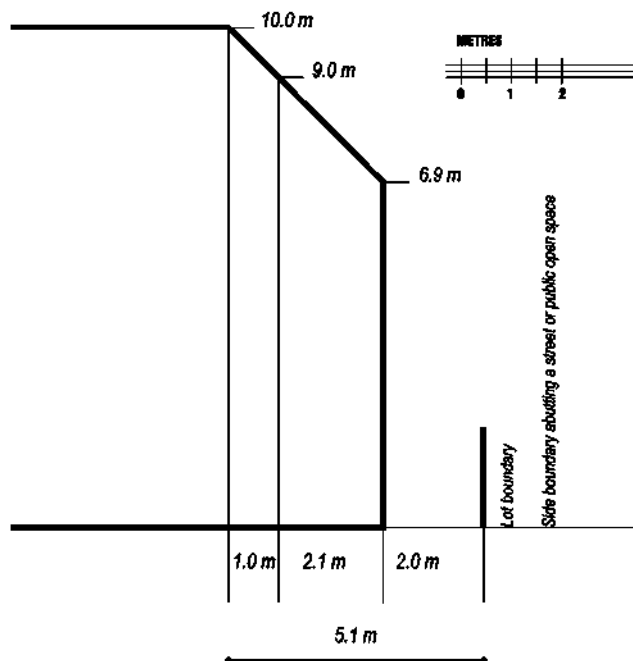
SP-A-1



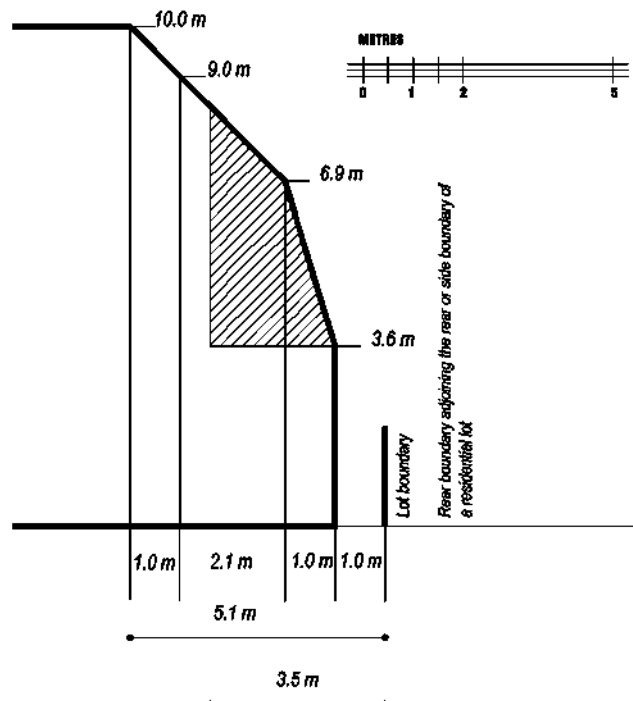
SP-B-1



SP-D-1



RP-A-1



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

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m METRES



OVERLOOKING CONTROL AREA
(refer 'Overlooking' in text)

V3

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**Memorandum of common provisions
Section 91A Transfer of Land Act 1958**

3.4 Plan of subdivision showing key to sheets



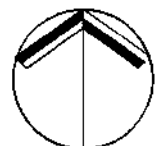
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KEY TO SHEETS



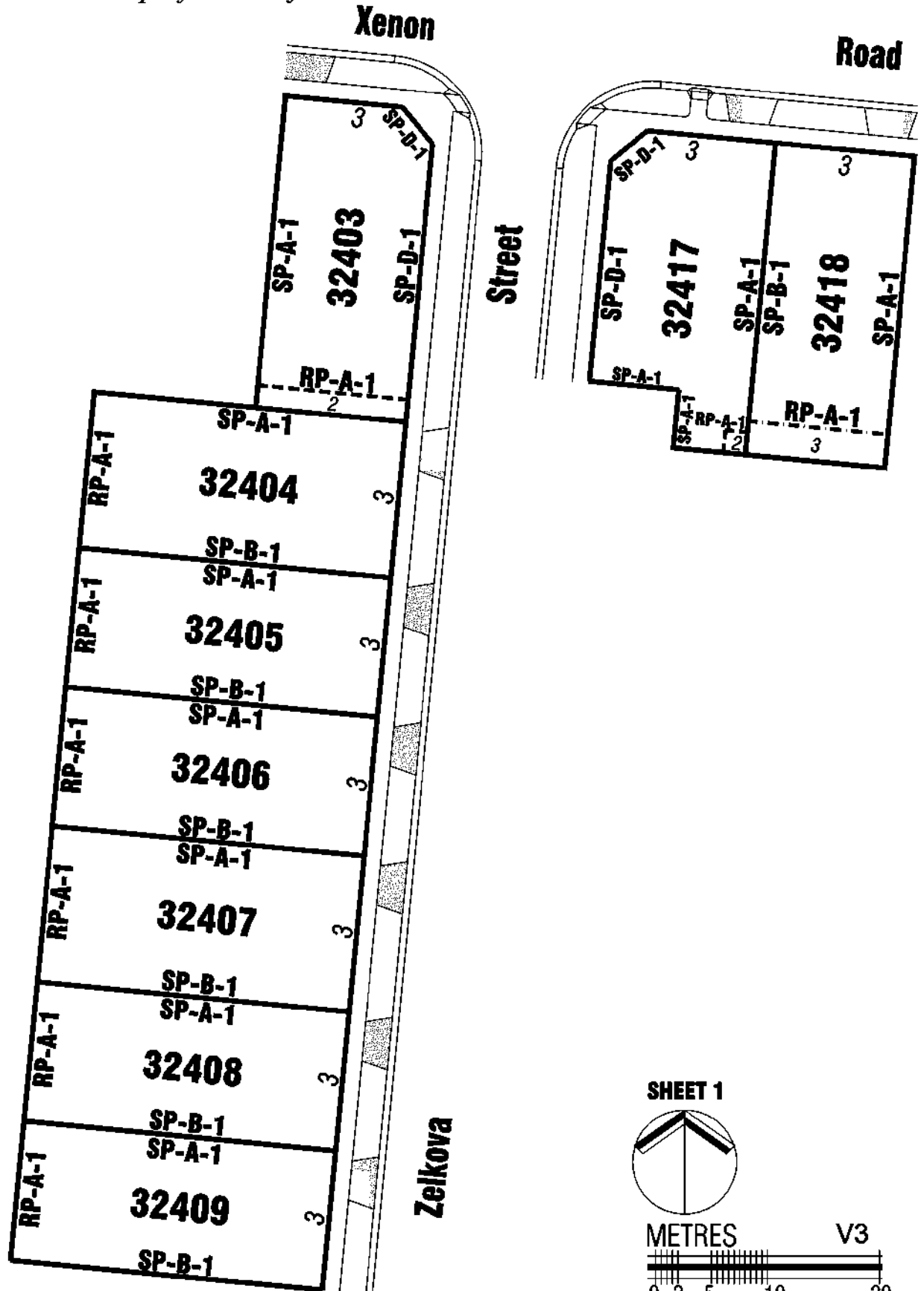
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Memorandum of common provisions
Section 91A Transfer of Land Act 1958

3.5 *Plan of subdivision showing building envelope height and setback profile identifier code*



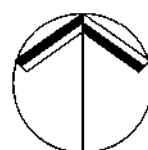
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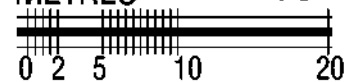
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SHEET 1



METRES

V3

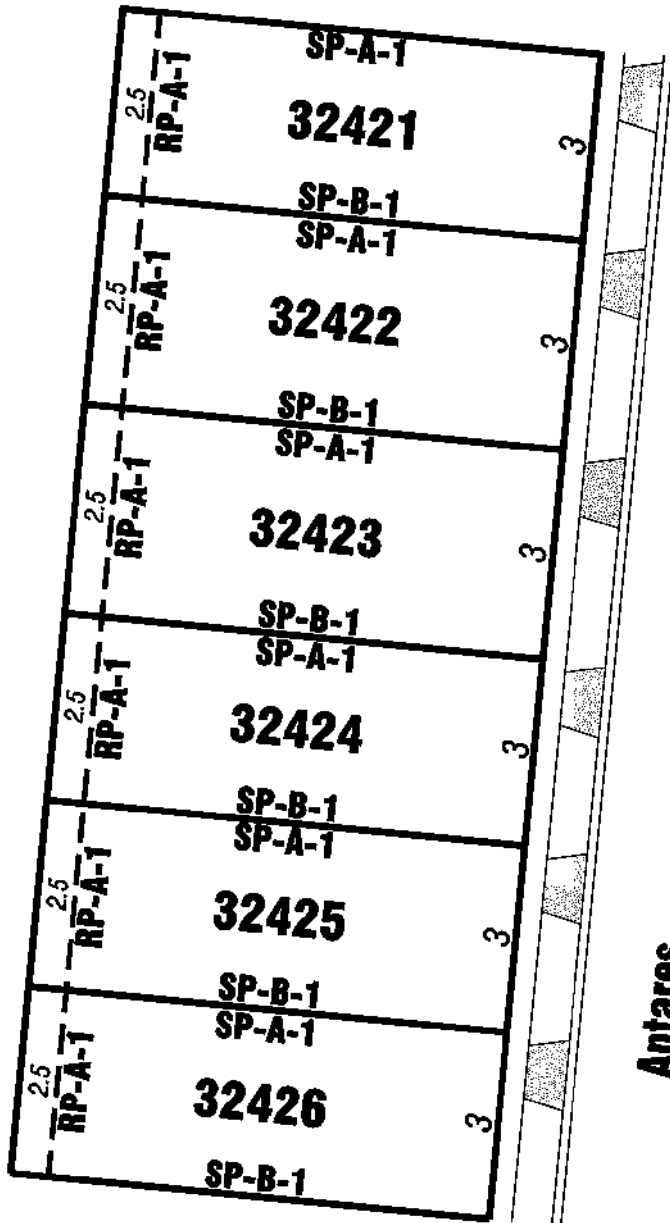


All dimensions are shown in metres

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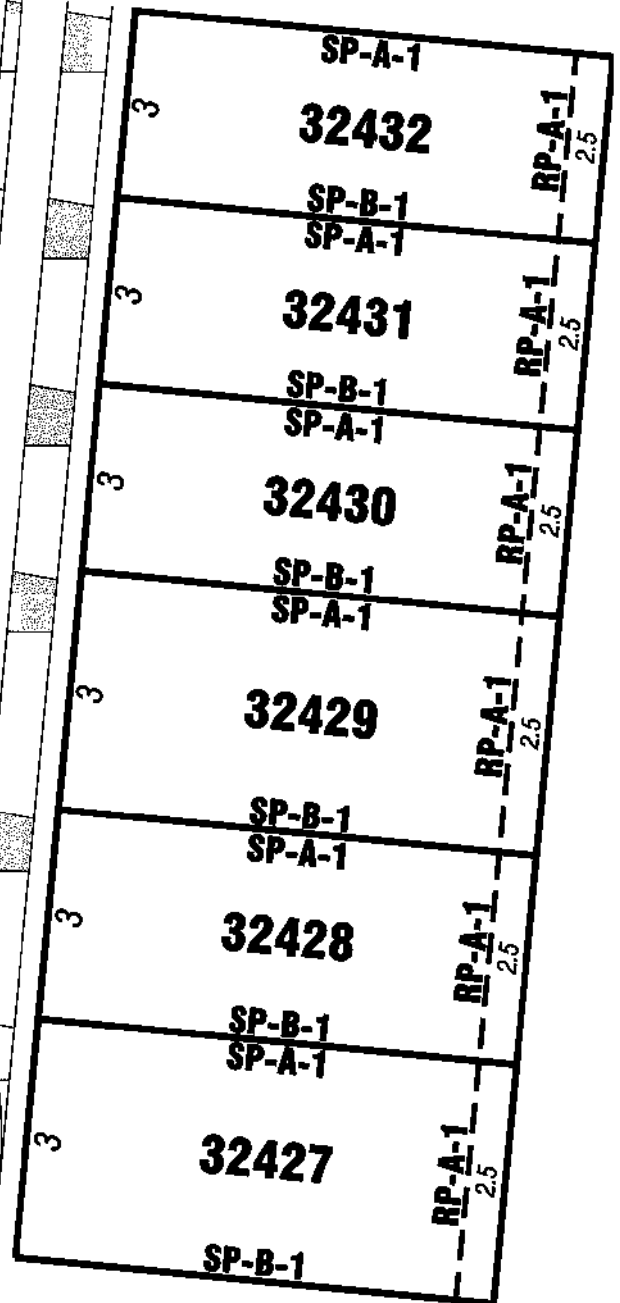
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Memorandum of common provisions
Section 91A Transfer of Land Act 1958

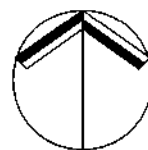


Parade

Antares

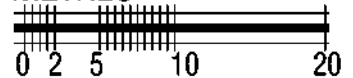


SHEET 2



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All dimensions are shown in metres

91ATLA

Page 10 of 12

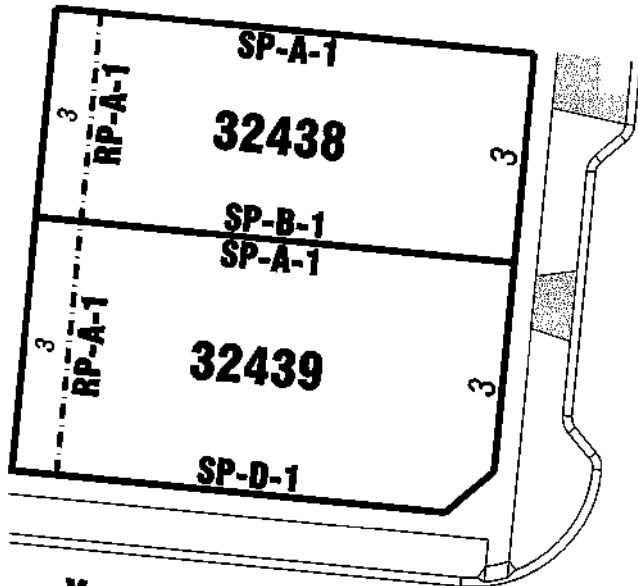
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[6335110: 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property > Contact us

030821

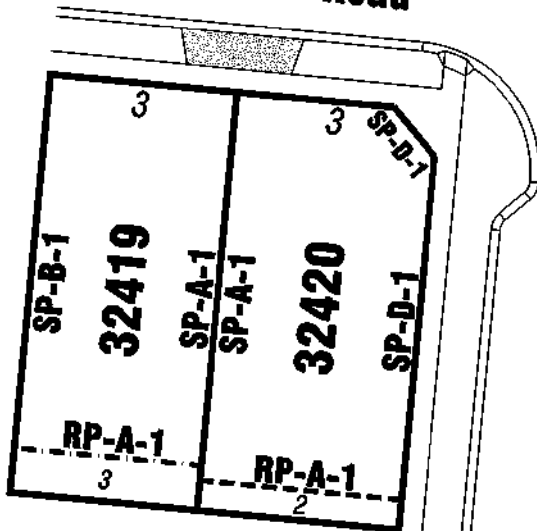
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Memorandum of common provisions
Section 91A Transfer of Land Act 1958



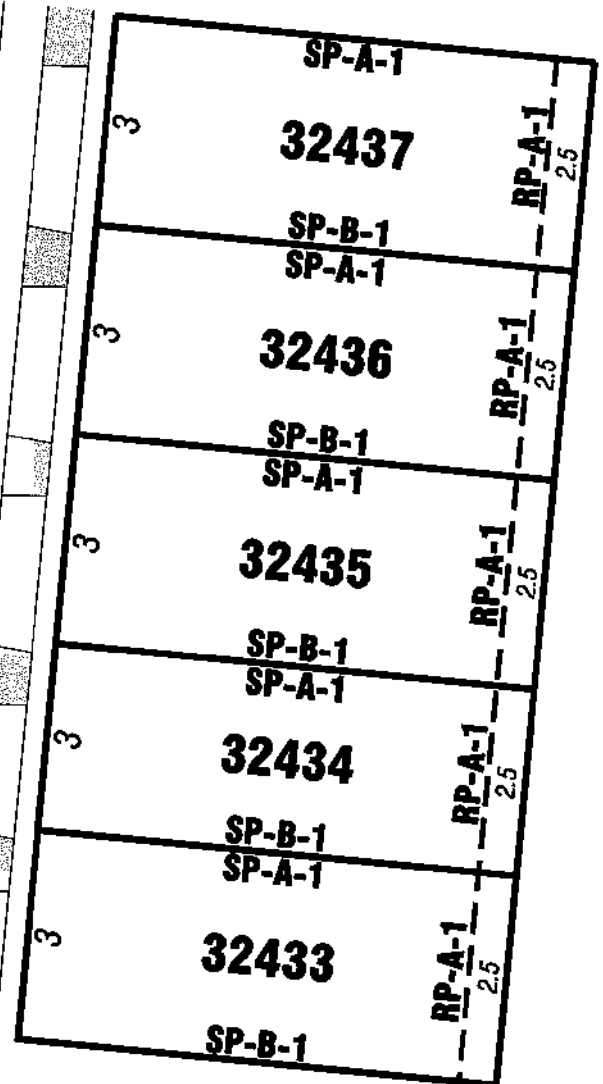
Xenon

Road

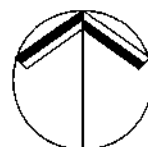


Antares

Parade

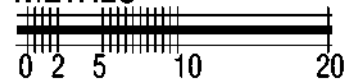


SHEET 3



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All dimensions are shown in metres

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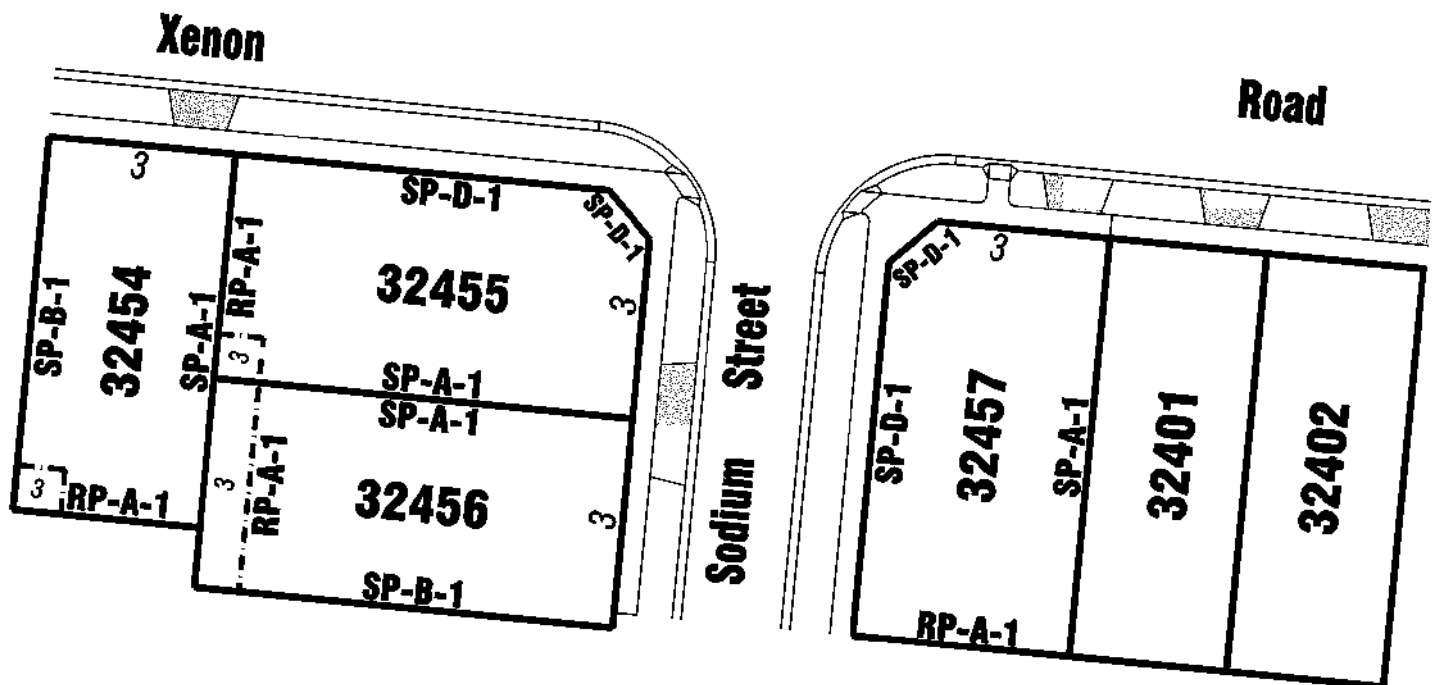
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Memorandum of common provisions
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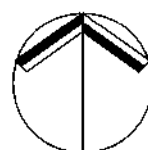
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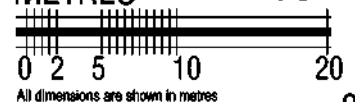
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[6335110: 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property > Contact us

SHEET 4



METRES



030821

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 30 August 2023 08:02 AM

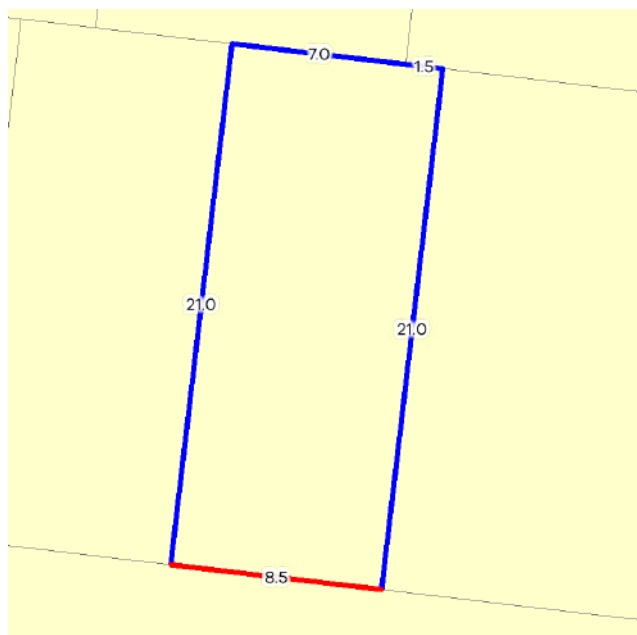
PROPERTY DETAILS

Address: **6 XENON ROAD KALKALLO 3064**
Lot and Plan Number: **Lot 32441 PS835634**
Standard Parcel Identifier (SPI): **32441\PS835634**
Local Government Area (Council): **HUME**
Council Property Number: **743005**
Directory Reference: **Melway 687 E11**

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: 178 sq. m

Perimeter: 59 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

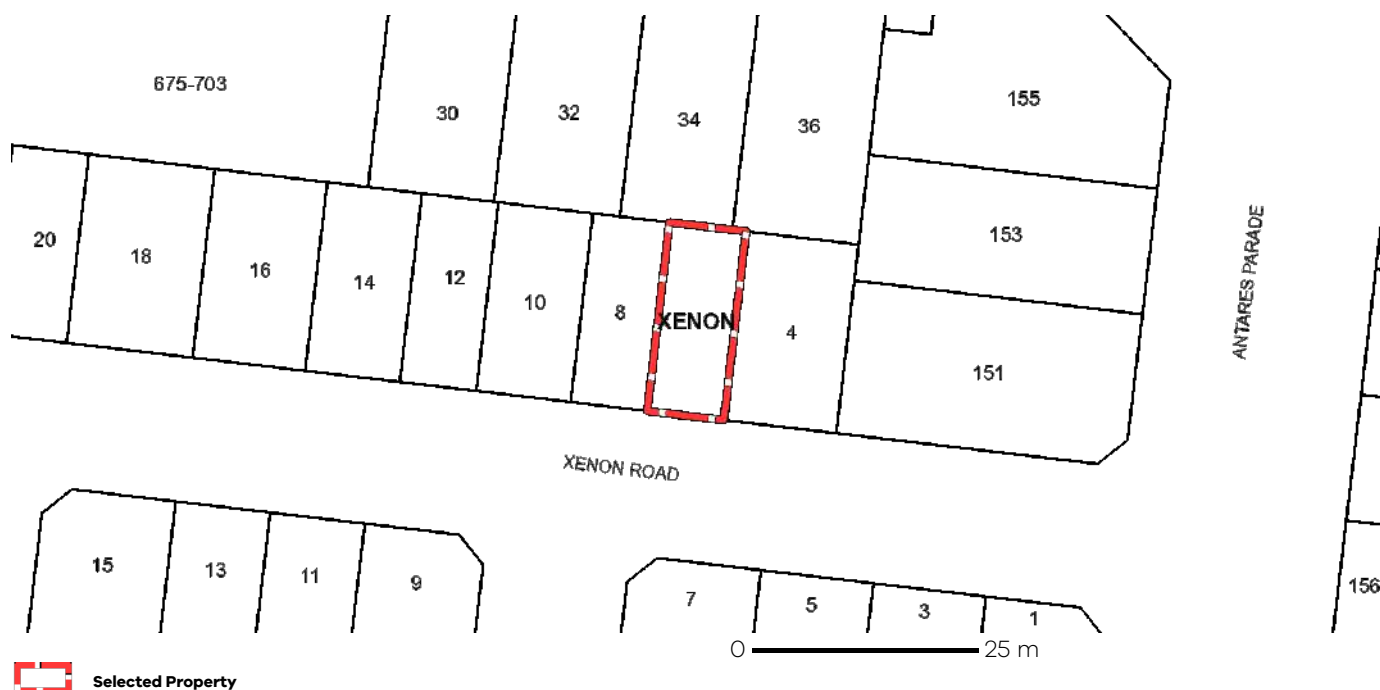
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 30 August 2023 11:04 PM

PROPERTY DETAILS

Address: **6 XENON ROAD KALKALLO 3064**
Lot and Plan Number: **Lot 32441 PS835634**
Standard Parcel Identifier (SPI): **32441\PS835634**
Local Government Area (Council): **HUME**
Council Property Number: **743005**
Planning Scheme: **Hume**
Directory Reference: **Melway 687 E11**

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: **AUSNET**

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 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

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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 5 \(DCPO5\)](#)



Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

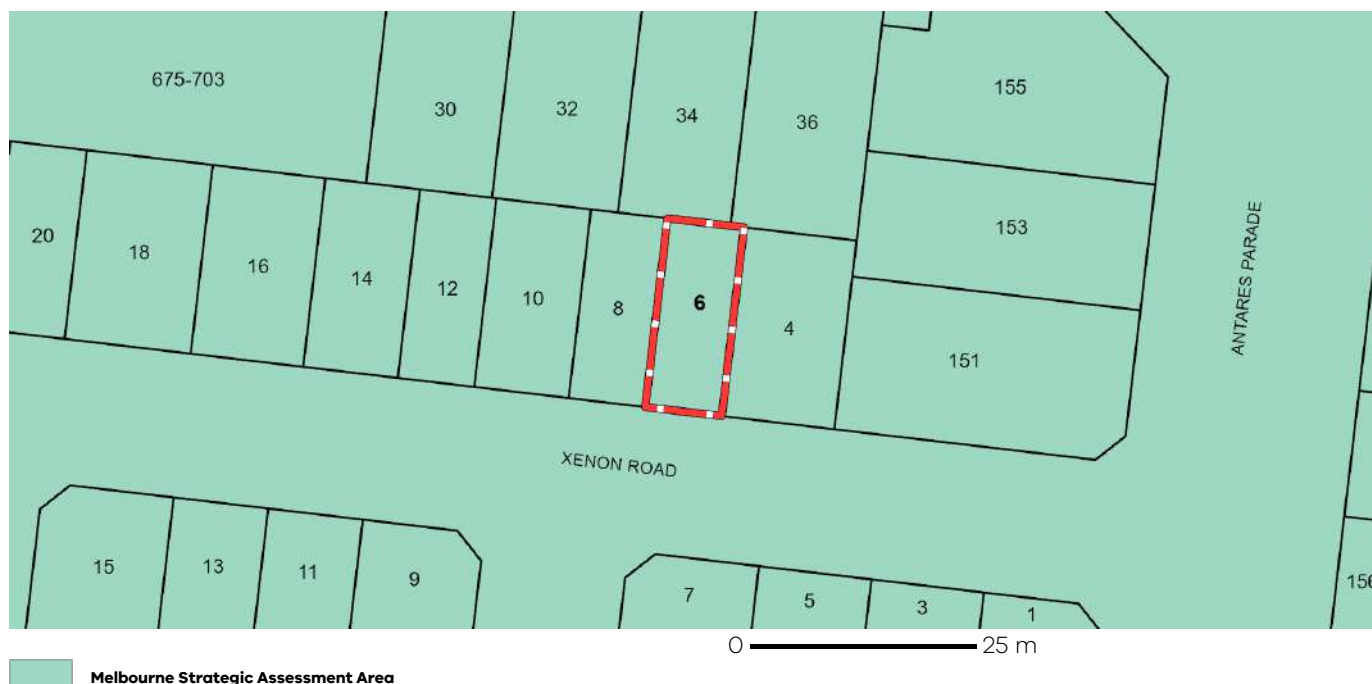
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](https://www.vic.gov.au/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 23 August 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>.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

957514

APPLICANT'S NAME & ADDRESS

PERFECT CHOICE CONVEYANCING SERVICES C/-
TRICONVEY2 (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

AUDISH, ROBERT

PURCHASER

N/A, N/A

REFERENCE

638708

This certificate is issued for:

LOT 32441 PLAN PS835634 ALSO KNOWN AS 6 XENON ROAD KALKALLO
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 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5
- 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/>

25 August 2023

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.

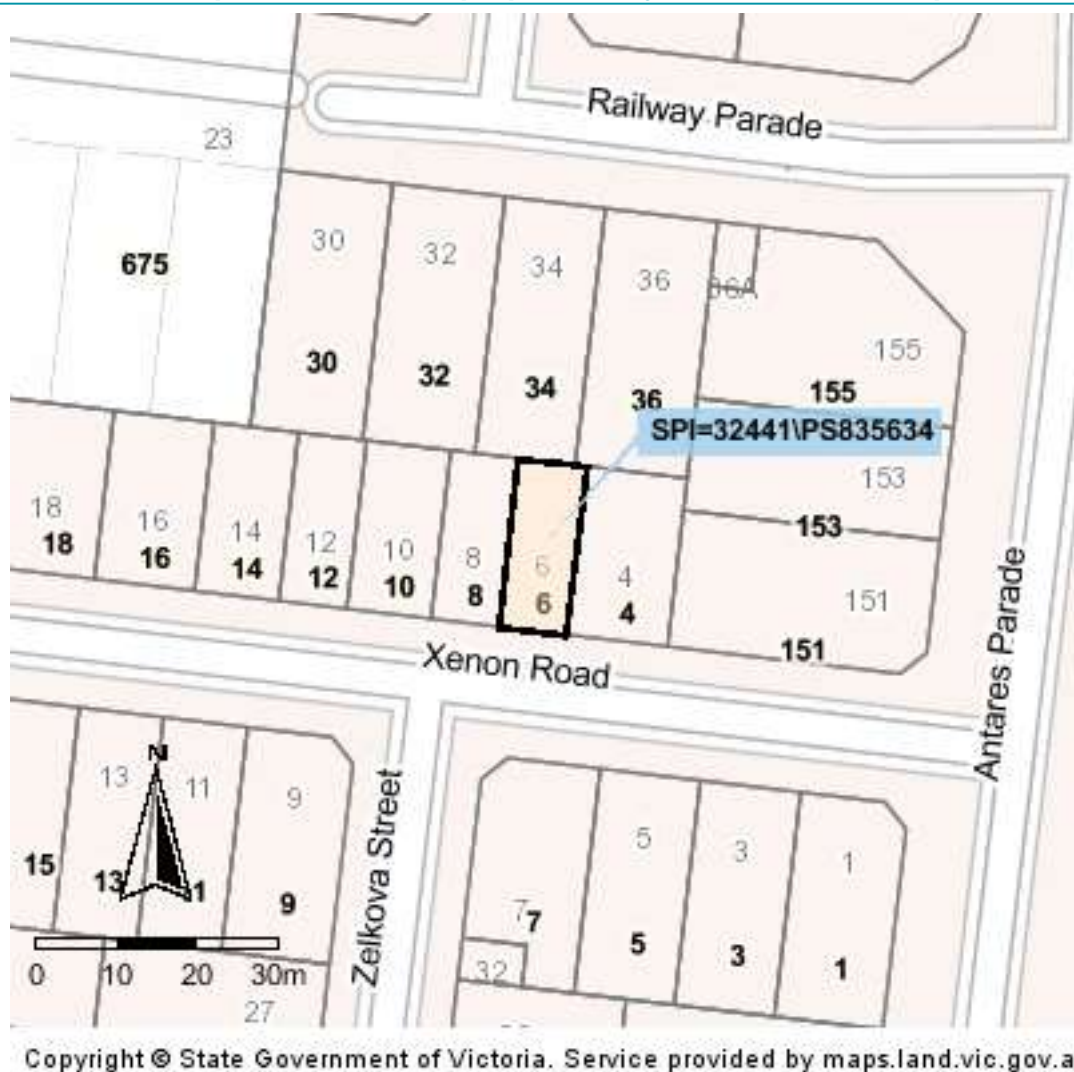
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Perfect Choice Conveyancing Services C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 638708

NO PROPOSALS. As at the 25th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

6 XENON ROAD, KALKALLO 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: 25th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70032264 - 70032264164008 '638708'

Property No : 743005
 Certificate No : eLIC061372
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

PO BOX 119
 DALLAS 3047

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

Your Reference: 638708
 Date of Issue: 28/08/2023

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

Property Description:	Lot 32441 PS 835634A Vol 12338 Fol 750
Property Situated:	6 XENON RD KALKALLO VIC 3064

Site Value \$175000	C.I.V. \$175000	N.A.V. \$8750
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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		\$405.00		\$405.00
Land Use Rebate		\$0.00		\$0.00
Optional Waste Charges		\$0.00		\$0.00
Fire Service Property Levy		\$133.00		\$133.00
Special Charge / Rate		\$0.00		\$0.00
Waste Rates and Charges		\$200.35		\$200.35
Arrears as at 30/06/2023				\$0.00
Interest / Legal Costs				
TOTAL RATES AND CHARGES		\$738.35		\$738.35

**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
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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 : \$738.35

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

Property No : 743005
Certificate No : eLIC061372
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 6 XENON RD KALKALLO 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
28/08/2023

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: 7430051

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

25th August 2023

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA

Dear Perfect Choice Conveyancing Services C/- Triconvey,

RE: Application for Water Information Statement

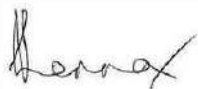
Property Address:	6 XENON ROAD KALKALLO 3064
Applicant	Perfect Choice Conveyancing Services C/- Triconvey LANDATA
Information Statement	30790100
Conveyancing Account Number	7959580000
Your Reference	638708

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,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	6 XENON ROAD KALKALLO 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is 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.

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.

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

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

Melbourne Water Property Information Statement

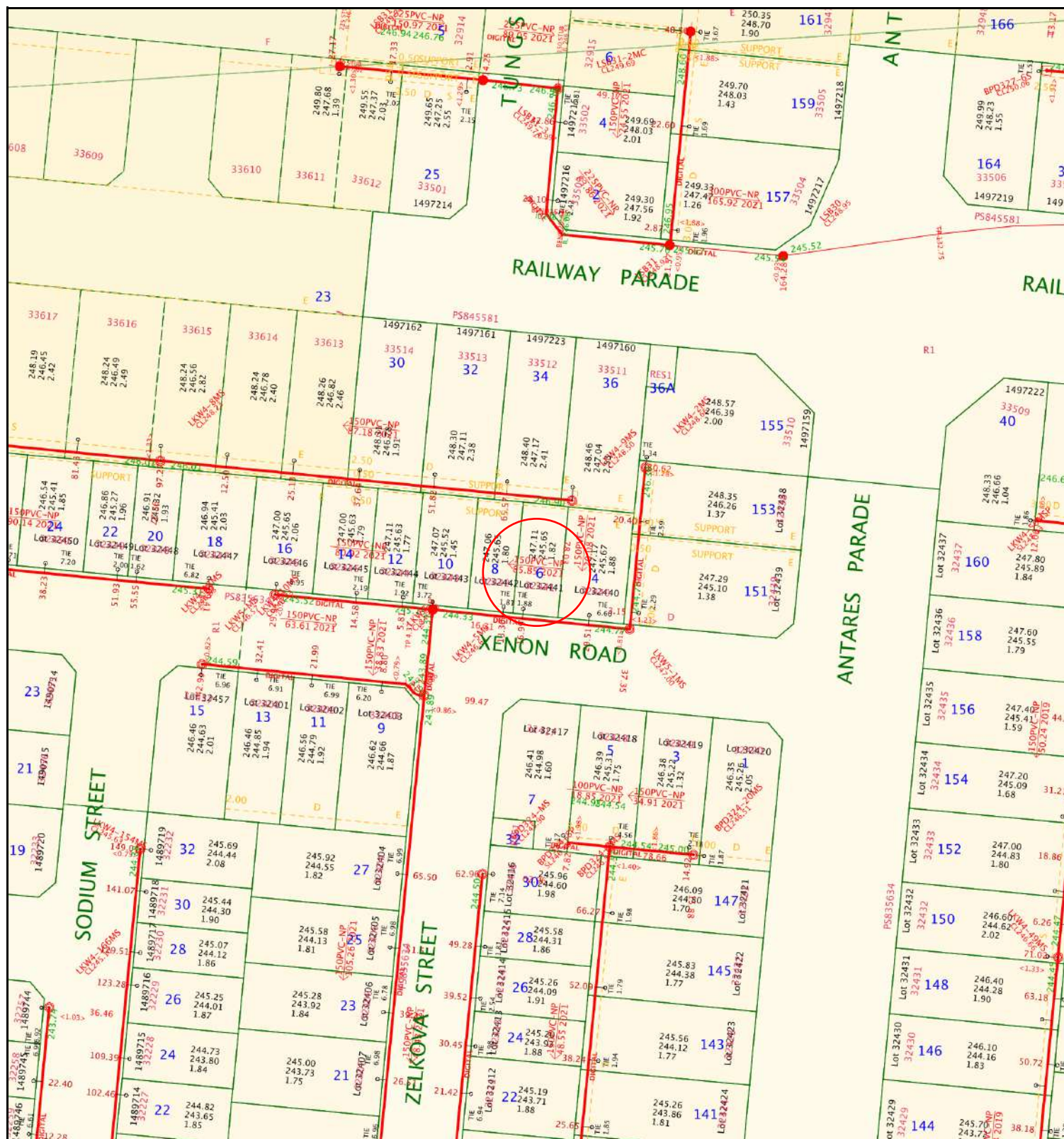
Property Address	6 XENON ROAD KALKALLO 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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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: 30790100

Address	6 XENON ROAD KALKALLO 3064
Date	25/08/2023
Scale	1:1000



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

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

28th May 2022

Application ID: 544081

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1490700

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

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 point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

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.

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6992003287
Rate Certificate No: 30790100

Date of Issue: 25/08/2023
Your Ref: 638708

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 XENON RD, KALKALLO VIC 3064	32441\PS835634	5263483	Residential

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

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

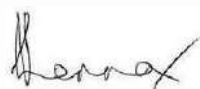
Balance Brought Forward \$0.00

Total for This Property \$187.01

Please note, from 1 July 2023:

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

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



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

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
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5263483

Address: 6 XENON RD, KALKALLO VIC 3064

Water Information Statement Number: 30790100

HOW TO PAY



Biller Code: 314567
Ref: 69920032879

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

28th May 2022

ROBERT AUDISH
DE CREATIVE HOMES
care of
decreativehomes@yahoo.com.au

Dear ROBERT AUDISH,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	546108
Property Address	6 XENON ROAD KALKALLO 3064
Service Location ID	5263483

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed 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 *

Brick Fences and Retaining Walls including any interlocking block walls

- no conditions imposed

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required
- can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level

* 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 grey ink that reads "Joe Gargaro". The signature is written in a cursive style with a large, stylized 'J' and 'G'.

Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any driveways and paving (plain concrete only) for a residential property 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:

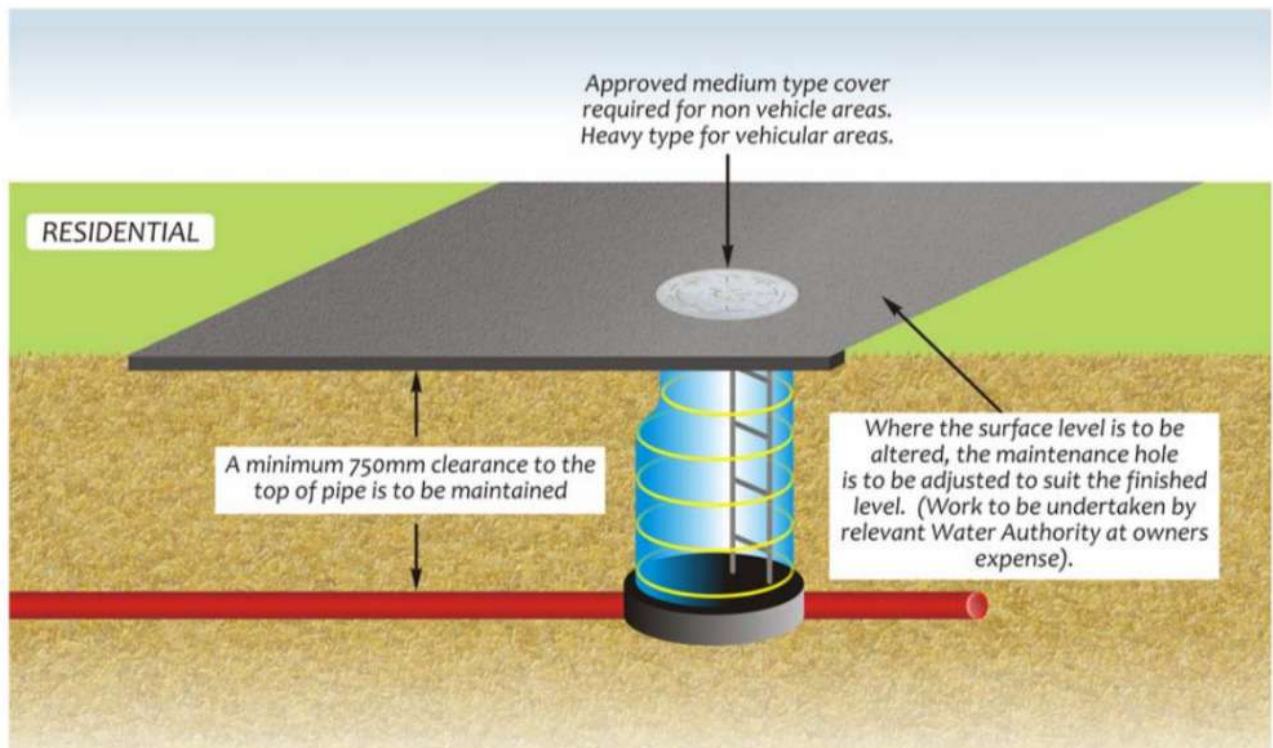
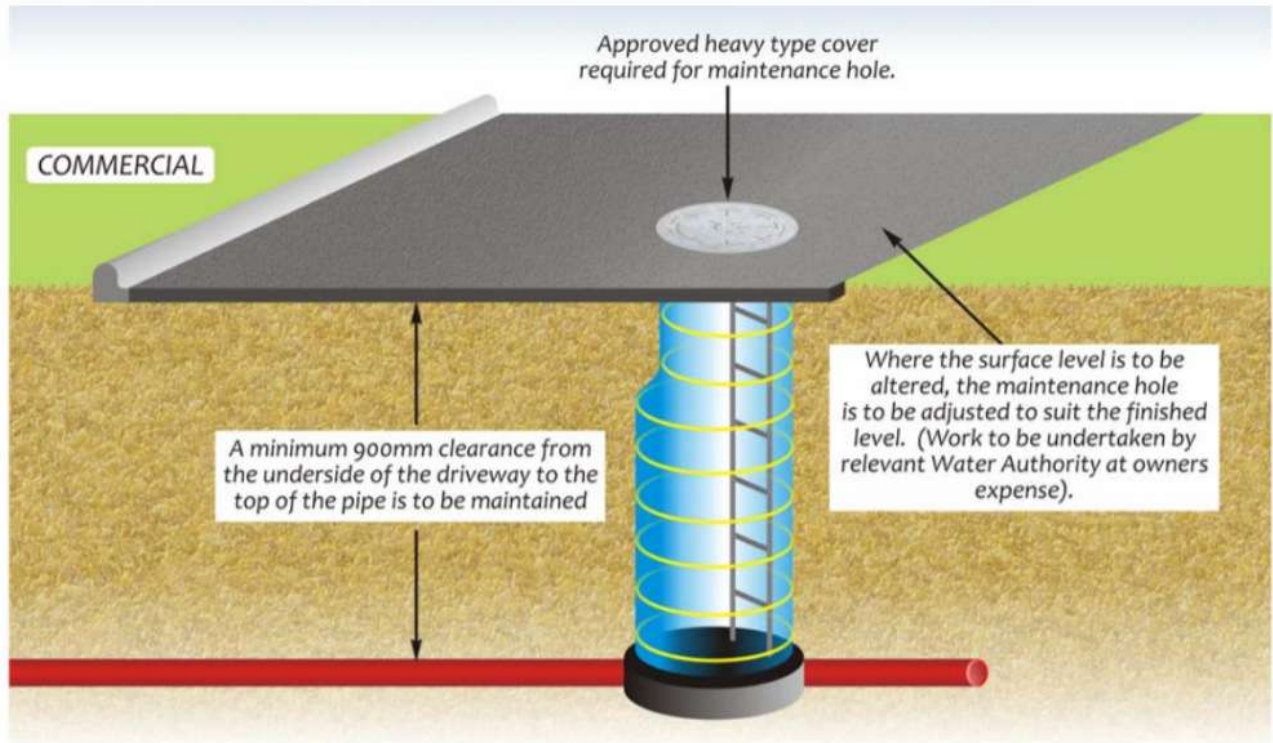
1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

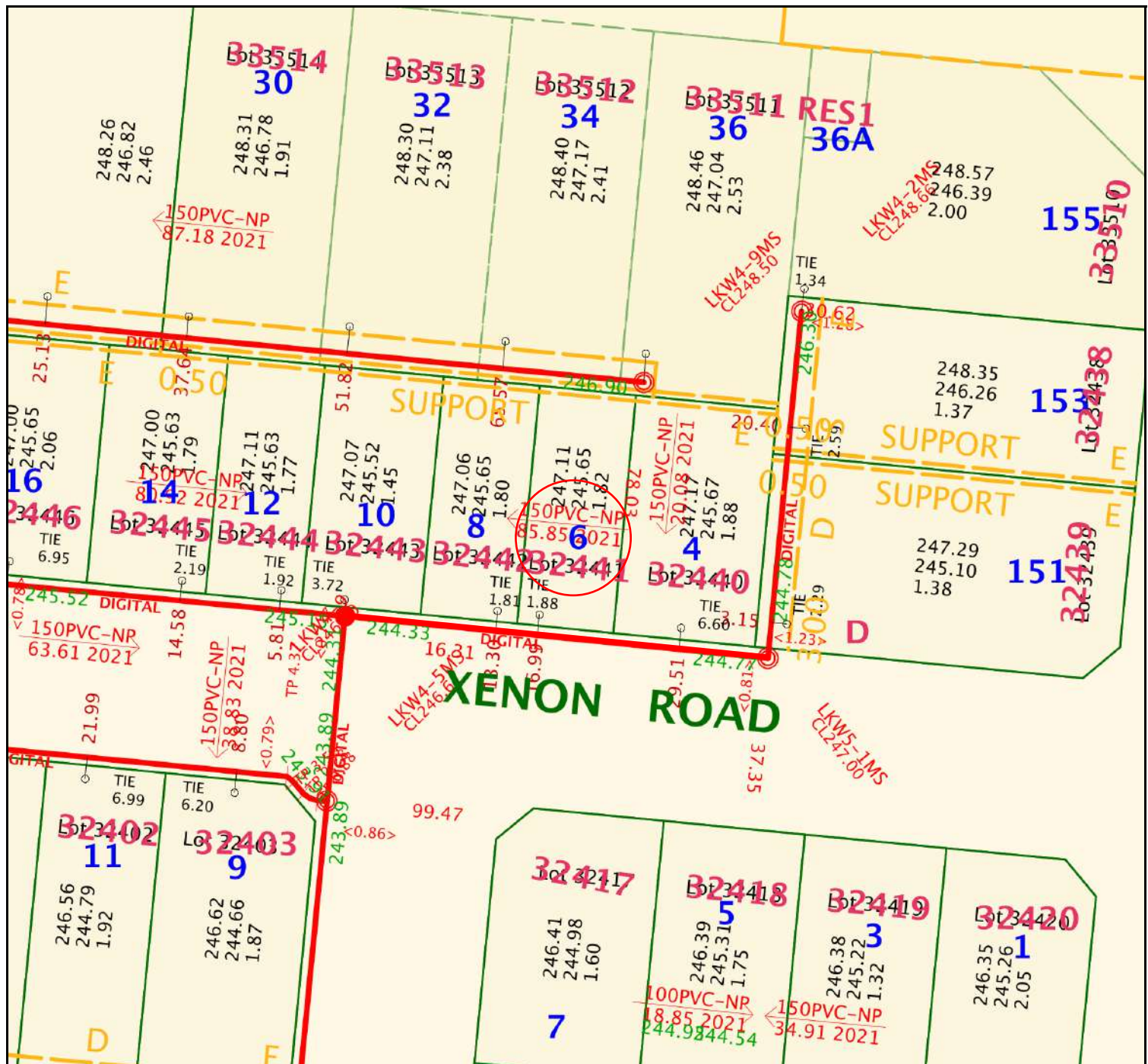
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





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

Address 6 XENON ROAD KALKALLO 3064

Date	28/05/2022
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

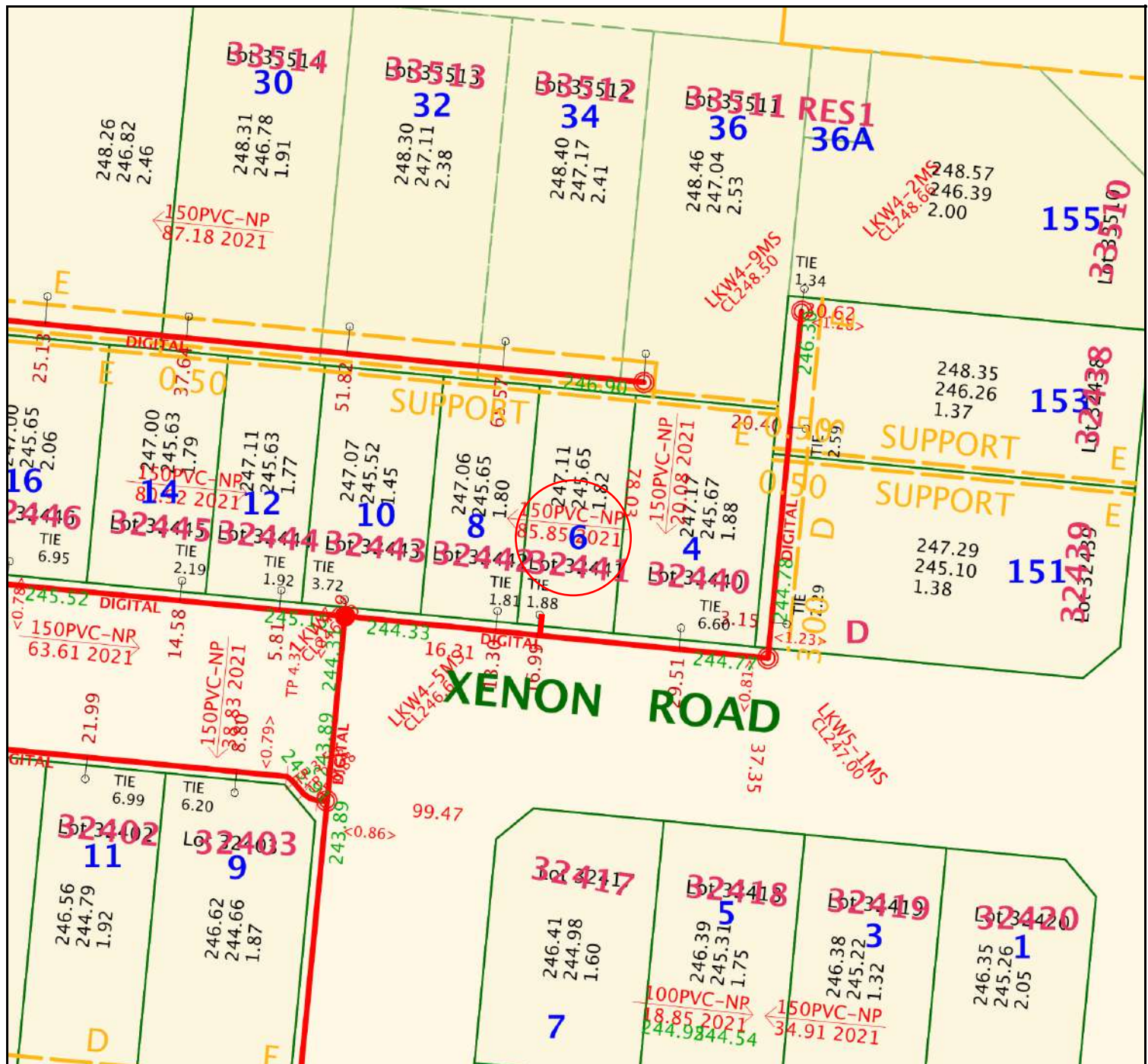
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.4
Branch Length (m): 1.821

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: 5263483



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 6 XENON ROAD KALKALLO 3064

Date	28/05/2022
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): 1.463
Branch Length (m): 1.821

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

YVW Ref: 5263483

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

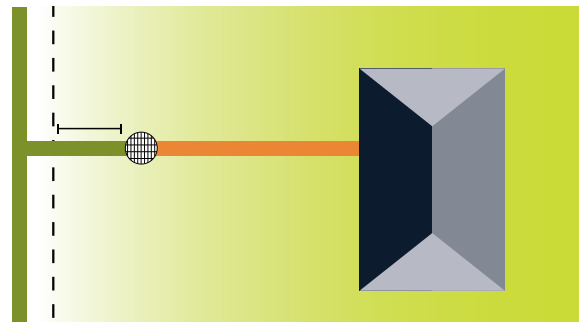


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

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

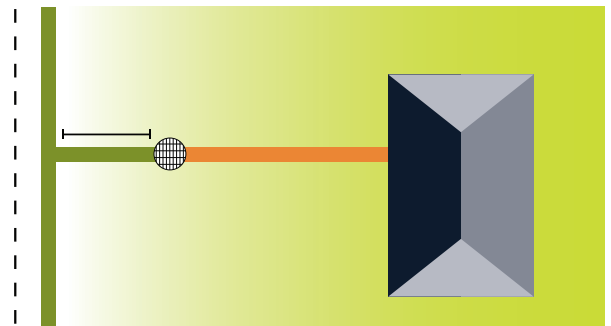
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

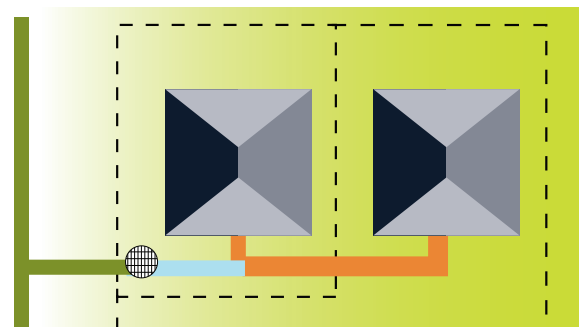
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	AUDISH - 6 XENON
Certificate No:	66681311
Issue Date:	25 AUG 2023
Enquiries:	ESYSPROD

Land Address: 6 XENON ROAD KALKALLO VIC 3064					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
48655956	32441	835634	12338	750	\$0.00

Vendor: LARA AUDISH & ROBERT AUDISH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ROBERT AUDISH	2023	\$152,000	\$894.01	\$0.00	\$0.00


Comments: Land Tax of \$894.01 has been assessed for 2023, an amount of \$894.01 has been paid.

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

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

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:	\$152,000
SITE VALUE:	\$152,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 66681311

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 = \$0.00

Taxable Value = \$152,000

Calculated as \$0 plus (\$152,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66681311

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: 66681311

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 / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	AUDISH - 6 XENON
Certificate No:	66681311
Issue Date:	25 AUG 2023

Land Address: 6 XENON ROAD KALKALLO VIC 3064

Lot	Plan	Volume	Folio
32441	835634	12338	750

Vendor: LARA AUDISH & ROBERT AUDISH

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 66681311

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: 66681313

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: 66681313

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.

BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, 3072
PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Application Number: BLD20222643

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 6	Street/Road: Xenon Road	Suburb: Kalkallo	Postcode: 3064
Lot/s: 32441	LP/PS: 835634A	Volume: 12338	Folio: 750
Crown: allotment	Section: No	Parish: Kalkallo	County:
Municipal District: City of Hume			

Building permit details

Building permit number: **BS-L 46679/2587871272818**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	All
Permitted use:	Dwelling
BCA Class of building:	1a(a)
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	Residential

Part of building to which permit applies:	All
Permitted use:	Garage
BCA Class of building:	10a
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	Residential

Storeys contained: 2	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction: 21 C

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 & P2.2.2	To permit the use of an external wall cladding sysstem

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

Approved Inspections

1. Pad Footings approved on: 24/06/2023
2. Pre-Slab approved on: 24/06/2022
3. Steel Reinforcement approved on: 30/06/2022
4. Frame approved on: 3/10/2022
5. Re-Final approved on: 27/08/2023

Relevant building surveyor

Name: **John Kitsoulis**
Address: **PO Box 509, Preston, 3072**
Email: **info@blueprintbp.com.au**
Building practitioner
registration no.: **BS-L 46679**
Municipal district name: **City of Hume**
Occupancy Permit no. **BS-L 46679/2587871272818**
Date of issue: **29 August 2023**
Date of final inspection **27 August 2023**
Signature:



BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, 3072
PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Application Number: BLD20222643

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BS-L 46679/2587871272818 26 May 2022

Issue to

Owner **Robert & Lara Audish**
Postal Address **7 Milestone Street Greenvale** Postcode **3059**
Email **decreativehomes@yahoo.com**
Address for serving or giving of documents: **7 Milestone Street Greenvale** Postcode **3059**
Contact Person **Robert & Lara Audish** Telephone

Property Details

Number **6** Street/Road **Xenon Road** Suburb **Kalkallo** Postcode **3064**
Lot/s **32441** LP/PS **835634A** Volume **12338** Folio **750**
Crown allotment Section No Parish **Kalkallo** County
Municipal District **City of Hume**

Builder

Name **Decreative Homes Pty Ltd** Telephone
Address **25 Milestone Street Greenvale** Postcode **3059**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Robert Audish	Domestic Builder Unlimited	CDB-U 52884

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

Name	Category/class	Registration Number
Dani Marqos	Architectural Draftsman	DP- AD 63811
Minh Duc Do	Endorsed Building Engineer	PE0003542

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA Risk Management & Insurance**
Insurance policy number : **C696333**
Insurance policy date : **27/04/2022**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of a New Double Storey Dwelling & Garage
Storeys contains: **2**
Rise in storeys:
Effective height:
Type of construction: **C**

Version of BCA applicable to permit: **2019**
Cost of Building Work: **\$312,000.00**
Total floor area of new building work in m²: **226**

Conditions and required Certificates

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

BCA Class

Part of Building: **All**

Class: **1a(a)**

Part of Building: **All**

Class: **10a**

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Pad Footings
2. Pre-Slab
3. Steel Reinforcement
4. Frame
5. Final

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

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

Commencement and Completion

This building work must commence by 26 May 2023

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 26 May 2024

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.

Relevant Building Surveyor

Name: **John Kitsoulis**

Address: **PO Box 509, Preston, 3072**

Email: **info@blueprintbp.com.au**

Building practitioner registration no.: **BS-L 46679**

Municipal district: **City of Hume**

Permit no.: **BS-L 46679/2587871272818**

Date of issue of permit: **26 May 2022**



Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A'
Conditions of Approval
Building Permit No. BS-L 46679/2587871272818 Issued 26 May 2022

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.
2. The registered builder nominated on this building permit MUST ensure that all building works related to this permit have been constructed in accordance with the Australian Standards; as stated in the certificate of structural adequacy published by BlueScope Steel on the 18th October 2017; and that; all components are genuine Lysaght manufactured items and the components have been assembled in accordance with all the relevant Lysaght documentation, and the builder is responsible and MUST also ensure that the supporting structure is stable and able to withstand the reactions and all fixings, tie downs and bracings of the supporting structure and the loads applied by the awning to the house or supporting structure complies.
3. Provide evidence of fibre cabling in accordance with the specifications nominated by the NBN Co.
4. Boundary Fencing does not form part of this building Permit
5. Landscaping must be completed within 3 Months of occupancy permit being issued to the front yard
6. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
7. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.
8. The following dwelling must have a minimum 6 Star Energy Rating
9. No portion of building works to encroach allotment boundaries.

NOTE:

In the event that a fence has encroached over the title boundary in favour of the neighbour.

A Written statement from the neighbour will be required stating that they agree to the removal of the fence and construction of the dwelling within the boundary. (Plus temporary fencing to be installed to protect the neighbouring property)

10. The artificial lighting system to comply with AS1680.
11. Balustrading to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades.
12. Balustrading to be at least 1000mm above landings and 865mm above the nosing's of treads. Maximum 125mm spacing between balustrades.
13. Any existing and/or proposed boundary fence shall not exceed 2000mm in height from natural ground level and therefore excludes trellis.
14. Inward swinging toilet doors to enclosed sanitary compartments, where <1200m between the closet pan and doorway, to be readily removable from the outside.
15. Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.
16. Council consent is required for the new cross over prior to works commencing. Ensure consent is received prior to construction commencing.
17. It is the responsibility of the owner to comply with any covenant which may exist on the property title.

18. The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.
19. A minimum 750mm landing to be provided to door thresholds where more than 3 risers (max 570mm) are proposed.
20. This building permit shall be read in conjunction with the endorsed drawings.
21. Alterations to the existing building to comply with Part J – Energy Efficiency provisions of the BCA. Certificate of Compliance – Design, to be forwarded to Relevant Building Surveyor from consultant.
22. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
23. All extraction fans (Kitchen/bathrooms) are to be vented to the external wall/roof. (Not into ceiling)
24. Construction on within 900mm from boundary is to be constructed from materials that achieve a Fire rating to 60/60/60. Builder to provide details of materials and construction method used to achieve this result.
25. External walls are required to have an FRL of not less than 60/60/60 when tested from the outside.
26. Existing Footing on boundary not to be undermined under ANY circumstances
27. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.

This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.

28. All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level
29. All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.
30. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout. Non-slip finishes to be provided to all steps, ramps and landings.
31. The estate's greywater system (third pipe) is to be connected to all sanitary flushing systems, in accordance with the estate guidelines and the plumbing regulations.
32. Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24–48 hours notification; however this must be arranged with a minimum of 48 hours notice in advance.
33. This building permit does NOT include retaining walls
The owner and/or builder will need to provide John Kitsoulis BS-L 46679 with a building permit approval for retaining walls prior to starting any building works.
34. Window openings less than 1.7m above the floor where falls are greater than 2m must be provided with restrictors to not permit a 125mm sphere to pass through.
35. Stair flight riser heights to steps to be constructed between 115 – 190mm and going lengths for treads to be between 240 – 355mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Fig. 3.9.1.2 of the BCA 2013 Volume 2. Non-slip finishes to be provided to all steps, ramps and landings.
36. Roof sarking type material to have a flammability index of not more than 5.
37. Smoke alarms to comply with AS3786 and to be hard wired to mains power, and interconnected where more than one is required.
38. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.
39. This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1
40. Thermal insulation to be provided in accordance with Option A or B in Vic Table 1.

41. All timber framing to comply with AS1684.
42. The owner and/or builder MUST ensure consent/permit is obtained from Council prior to removal of any trees and/or vegetation where applicable.
43. Prior to the erection of trusses, the manufacturer's computations and layout (for any roof, floor &/or walls) must be submitted to this office for approval prior to frame inspection.
44. Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740.
45. Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740.

Annexures 'D'

Performance Solution

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 & P2.2.2	To permit the use of an external wall cladding system

Domestic Building Insurance

Certificate of Insurance

ROBERT AUDISH LARA AUDISH
**7 Milestone St
GREENVALE
VIC 3059**

Policy Number:

C696333

Policy Inception Date:

27/04/2022

Builder Account Number:

002740

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 the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **6 Xenon Rd KALKALLO VIC 3064 Australia**

Carried out by the builder: **DE CREATIVE HOMES PTY LTD**

Builder ACN: **155181829**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **ROBERT AUDISH LARA AUDISH**

Pursuant to a domestic building contract dated: **27/04/2022**

For the contract price of: **\$ 280,000.00**

Type of Cover: **Cover is only provided if DE CREATIVE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions 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 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 terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

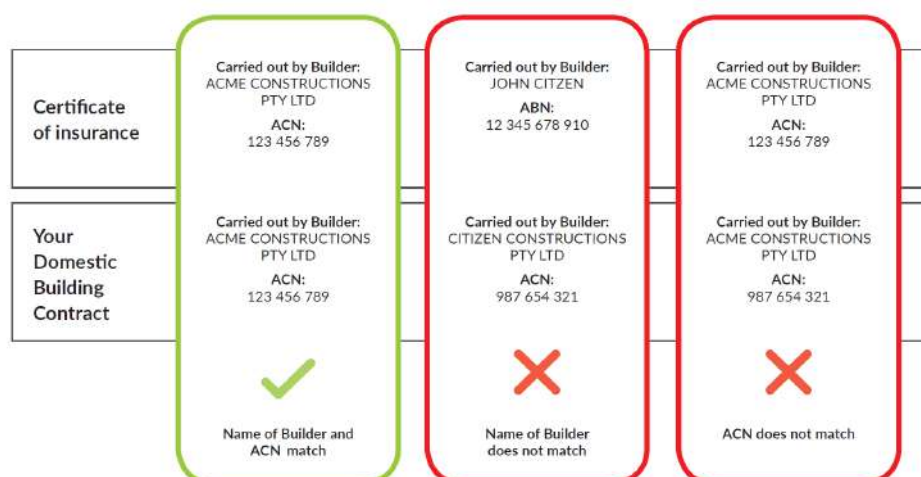
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,479.00
GST:	\$147.90
Stamp Duty:	\$162.69
Total:	\$1,789.59

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



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

