

## WARNING TO ESTATE AGENTS

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

# Contract of Sale of Real Estate

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

**PROPERTY ADDRESS: 9 PEREASE ROAD, WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

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

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

**Print names(s) of person(s) signing:** .....

.....

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

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

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

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

**Full Name of Vendor - Company & Trust ABN & ACN**

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

**ANTHONY DI DONATO AND STEPHANIE DI DONATO**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

Liability is limited by a scheme approved under Professional Standards Legislation

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	1/337 Settlement Road, Thomastown VIC 3074			
Email:	sold@rataandco.com.au			
Tel:	9465 7766	Mob:	Fax:	Ref:

#### Vendor

Name:	Anthony Di Donato and Stephanie Di Donato
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	Ryans Law Offices				
Address:	Shop 1, 580 Nicholson Street, Fitzroy North VIC 3068 PO Box 1062, Fitzroy North VIC 3068				
Email:	<a href="mailto:katie@ryanslawoffices.com.au">katie@ryanslawoffices.com.au</a>				
Tel:	(03) 9387 2455	Fax:	(03) 9388 1551	DX:	Ref: AS:KC:24/322

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Email:					
Tel:		Fax:		DX:	Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11898	Folio	162	807	PS 738895L

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.  
All fixed floor covering, light fittings & window furnishings as inspected.

**Property address**

The address of the land is: 9 Perease Road, Wollert VIC 3750

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**Payment** (general condition 11)

Price	\$	
Deposit	\$	by (of which \$ has been paid)
Balance	\$	payable at settlement

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)

**is due on**

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

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

**Lease** (general condition 1.1)

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 1.1.

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

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

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☐ \*lease for a term ending on with options to renew, each of years.

**Terms contract** (general condition 23)

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 14)

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

# General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a 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.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged mis description 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.

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#### 4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. GENERAL LAW LAND**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

# **Money**

## **10. SETTLEMENT**

- 10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

## **11. PAYMENT**

11.1 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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

## **12. STAKEHOLDING**

12.1 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 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.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## **13. GST**

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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
- (c) if 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.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

#### 14. LOAN

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. SERVICE

- 17.1 Any document sent by—
  - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. NOMINEE**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

**19. 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.

**20. 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.

**21. NOTICES**

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

**22. 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.

**23. TERMS CONTRACT**

23.1 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.

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

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

**24. LOSS OR DAMAGE BEFORE SETTLEMENT**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

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## 25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## Default

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

## 27. DEFAULT NOTICE

27.1 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.

27.2 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.

## 28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

**A SPECIAL CONDITION 1 to 12 ONLY OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

**11. PAYMENT**

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- 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
  - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- 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;
  - 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
  - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
  - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
  - 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.
- 15B.10 The vendor warrants that:
- 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
  - 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.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



#### **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.



- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



**Special condition 11 – Building report**

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



**Special condition 12 – Pest report**

- 12.1 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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **Special Conditions**

### **13. GST**

- a. Notwithstanding the wording of the Particulars of Sale and the words of General Condition 13.1, unless the words "inclusive of GST" appear in the box referring to GST contained in the Particulars of Sale:
- i. **Consideration does not include GST**  
Consideration payable by a party except where express provision is made to the contrary, the consideration payable by a party for a taxable supply made by the other party under this Contract of Sale represents the value of the taxable supply for which payment is to be made and is exclusive of any GST
  - ii. **Liability to pay any GST**  
If a party makes a taxable supply under this contract of sale for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay the amount of any GST payable in respect of the taxable supply at the time the supply is made.
  - iii. **Reimbursement of GST**  
If this Contract of Sale requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursable expense") incurred by the other party ("payee"), the amount to be paid reimbursed or contributed to the payee is the sum of:
    - a. the amount of the reimbursable expense less input tax credits (if any) to which the payee is entitled in respect of the reimbursable expense ("net amount"); plus
    - b. if the payment, reimbursement or contribution is a taxable supply, any GST payable in respect of that taxable supply.
- b. In the event that GST becomes payable as a result of a change of use by the purchaser or an intended change of use by the purchaser then the Purchaser must pay GST in relation to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.

### **14. Going Concern**

In the event that the Contract provides that the supply made hereunder is a Sale of a Going Concern then:

- 14.1 in the event that all of the requirements for the sale to qualify under the GST Act as a Sale of a Going Concern have not been complied with as at the date of settlement the purchaser must on the date of settlement pay to the Vendor in addition to the price stated in the Particulars of Sale GST in relation to the Taxable Supply made under the Contract
- 14.2 in the event that the Contract is deemed by any relevant Tax Authority not to provide for the Supply of a Going Concern then the Purchaser must on request pay to the Vendor the GST applicable to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.
- 14.3. General condition 13.5 is replaced by the following:  
"13.5 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;
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply and
  - (d) Purchaser must provide to the Vendor written proof of registration for GST not less than 24 hours prior to the settlement date."

### **15. Planning**

The purchaser buys subject to restriction imposed by the provision of any state, regional or local planning scheme or any other planning instrument, permit, statute or subordinate legislation

## **16. Nomination**

General Condition 18 of the Contract is hereby deleted and replaced by the following:

- 16.1 Purchaser shall have the right at any time not later than 14 days prior to the date fixed herein for settlement to nominate a person (being a Corporation or otherwise) in his place as purchaser. Until such time as the right is exercised the Purchaser shall remain liable to perform and observe the conditions herein to be performed and observed by him. Such nomination shall be effected by:
- 16.1.1 The purchaser advising the Vendor's solicitor in writing:
    - a that the Purchaser wishes to nominate a purchaser in his place to purchase the Lot ("Nominated Purchaser"); and
    - b the name and address of the Nominated Purchaser and;
  - 16.1.2 The purchaser enclosing with that written advice a cheque for \$300.00 (plus GST) being the Vendor's solicitor's costs of and incidental to the preparation of a Contract of Sale of Land in accordance with the said advice and all other matters referred to in this Special Condition 6;
  - 16.1.3 The Vendor's solicitor preparing and delivering to the Purchaser or his solicitor an identical copy of this Contract of Sale (save for this Special Condition and the name of the Purchaser) (with dates of payment of monies adjusted if necessary to coincide with this Contract of Sale ("The New Contract") and the date upon which the nominated purchaser under the New Contract shall become responsible for any notices or orders relating to the Lot hereby sold being the date of this Contract of Sale).
  - 16.1.4 The Purchaser delivering to the Vendor's solicitor the New Contract duly executed by the Nominated Purchaser and an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the deposit paid herein as deposit payable under the New Contract.
  - 16.1.5 The execution of a guarantee and Indemnity (in a form of the Guarantee and Indemnity annexed hereto) by the Purchaser of all the obligations of the Nominated Purchaser under the New Contract;
  - 16.1.6 The execution of a Sale of Real Estate Nomination Form by each of (i) the Purchaser and (ii) the Nominated Purchaser or if there be more than one, one of the nominated purchasers or if the Nominated Purchaser be a Company a Director or Secretary of the Company and Statutory Declaration by the Purchaser to the effect that no consideration has passed or will pass between the Purchaser and the Nominated Purchaser in respect of the nomination.
- 16.2 Upon delivery by the Purchaser to the Vendor's solicitor of the items set out in Special Conditions 16.1.2, 16.1.3, 16.1.4, 16.1.5, and 16.1.6 the Vendor will execute an identical part of the New Contract and upon delivery of such part by the Vendor to the Nominated Purchaser this Contract of Sale will be deemed cancelled provided that the requisitions (if any) delivered by the Purchaser to the Vendor and the answers thereto both made in pursuance of the terms of this Contract of Sale shall be deemed to be requisitions and answers thereto respectively under the New Contract.
- 16.3 The Purchaser hereby indemnifies the Vendor for the full amount of any stamp duty assessed on any documents in connection with the New Contract and the nomination of any Nominated Purchaser in the manner set out herein and which is or may be payable by the Vendor.
- 16.4 Notwithstanding the nomination rights contained herein the vendor makes no representation that nomination will not result in additional Stamp Duty becoming payable by the purchaser.

## **17. Guarantee**

General Condition 20 this Contract is replaced by the following condition:

"If the Purchaser is a company each of the Directors of the purchaser company must execute a Guarantee of the purchasers obligations in the form of the Guarantee annexed hereto immediately after execution of the contract by the Purchaser." and if the said duly executed Guarantee and Indemnity is not so delivered to the Vendor or the said solicitor for the Vendor the Purchaser will thereupon be deemed to be in default under this Contract.

## **18. Transfer**

General Condition 6 of this Contract is amended by the addition of the following sentence:

"The Vendor shall not be obliged to complete this contract until the expiration of ten days from the date of delivery by the Purchaser of the instrument of Transfer" immediately after the first sentence of General Condition 6

## **19. Whole Understanding**

The Purchaser hereby acknowledges that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property and the parties expressly agree and declare that:

- 19.1 no other conditions, obligations, stipulation, terms, agreements or provisions whether in respect of the Property or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement and all previous negotiations, representations, warranties, agreements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are expressly excluded and cancelled;
- 19.2 no consultant, professional adviser, servant or agent of the Vendor has any authority to make any representation, warranty, arrangement, condition or statement binding on the Vendor which is not embodied in the within Contract.
- 19.3 notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty that the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue or that any permit of any nature whatsoever has been obtained or is available for acquisition (other than as specifically stated herein) and that in entering this Contract the Purchaser has made its own inquiry and relies entirely on his own judgment.

## **20. Default Interest**

The figure "2%" referred to in General Condition 26 is replaced by a reference to the figure "6%".

## **21. Default**

- a. The following subclause shall be added at the end of General Condition 28.4;

"(f) the purchaser shall pay upon demand

- i. all reasonable expenses incurred by the Vendor as a result of the breach; and
- ii. compensation to the Vendor for any reasonably foreseeable loss incurred by the Vendor resulting from such default and the term reasonable loss herein shall if appropriate include but be not limited to any interest costs, damages or loss incurred or otherwise sustained by the Vendor or any payment required to be made by the Vendor as a result of the breach including but not limited to amounts
  - (a). payable to the Vendor's own Mortgagee as a result of the breach
  - (b). payable to the Seller of any property being purchased by the Vendor or to any other person from the proceeds, part or otherwise, of this sale or
  - (c). payable by the Vendor for accommodation expenses necessarily incurred by the Vendor;
  - (d). any additional Conveyancing costs or expenses payable by the vendor
  - (e). a fee for rescheduling settlement whether on the date settlement is due or before or after that date at \$150.00 plus GST per re-schedule

without prejudice without prejudice to any rights the Vendor may have apart from this subclause.

- b. Should settlement not take place on the due date due to the fault of the purchaser "The period of default" for the purpose of general condition 26 shall not end until the Vendors Mortgagee is available to complete the transaction.
- c. GC28.4(a) is deleted and replaced with the following condition: "an amount being the higher of the deposit paid or 10% of the price is forfeited to the vendor as the vendor's absolute property, whether or not the deposit has been paid and regardless of the amount of deposit
- d. GC28 is amended by including a new paragraph 28.6 as follows: "Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price."

## **22. Settlement**

General Condition 10.3 of the Contract is amended by the addition of the words "at the office of the Vendors solicitors or as such other place as the Vendor or its solicitors may direct" immediately before the word "unless" and by the replacement of the words "between the hours of 10.00 a.m and 4.00 p.m" by the words "at a time nominated by the Vendor or the Vendor's solicitors between the hours of 10.00 a.m. and 3.00 p.m."

## **23. Retention:**

In the event the Purchaser fails to tender the whole of the residue of the Purchase Price payable on the Settlement Date or purports to make any retention (other than pursuant to General Condition 24) or withholding of the balance of the Purchase Price payable at the Settlement Date by reason of any defect, fault or deficiency or for any reason whatsoever the Purchaser shall be in substantial breach of this Contract and without prejudice to the rights of the Vendor contained in the Contract the Vendor may terminate this Contract and forfeit the deposit monies. General conditions 24.4, 24.5 and 24.6 shall not apply to this Contract.

## **24. Deposit Monies**

- 24.1 Until any unregistered Plan of Subdivision is registered, General Condition 11.2 applies to the holding of the Deposit Moneys.
- 24.2 After the Plan of Subdivision is registered, the Deposit Moneys must be held by the Vendors Solicitors and/or the Vendor's Estate Agents (as the case may be) as a stakeholder in accordance with the provisions of the Victorian Sale of Land Act.
- 24.3 Notwithstanding General Condition 12.2 the Deposit Moneys may be paid to the Vendor's Solicitors in the event that the Vendor is entitled to it .
- 24.4 Subject to the preceding sub paragraphs the purchaser hereby authorises the Vendor's Solicitors (but without imposing an obligation upon that firm to do so) to deposit the Deposit Moneys in a separate interest bearing account with an authorized deposit- taking institution within the meaning of the Banking Act 1959 of the Commonwealth of Australia.
- 24.5 Any Interest paid to the Account is deemed to be earned for and to be payable to the party to whom the Deposit Moneys are payable, and the parties agree and direct that:
  - 24.5.1 The Vendor's solicitors may deduct from the gross interest credited to the Account any government taxes or bank charges, duties or fees with respect to the account or upon any credits or debits to that account.
  - 24.5.2 Where the Stakeholding continues beyond 30th June in any year:
    - (i) The Vendor is entitled to the Interest earned during the period ending on that 30 June; and
    - (ii) Where the Purchaser subsequently becomes entitled to the Interest upon release of the stakeholding the Vendor must allow to the purchaser an amount equal to the Interest earned less the Vendor's estimate of its tax liability in respect of that Interest. The Vendor directs the Vendor's Solicitors to pay and apply the moneys held by them towards that payment.

- 24.5.3 The party entitled to the Deposit Moneys on their release, or on the completion, rescission or termination of the Contract, bears the risk of loss of the Deposit Moneys and the Interest. If the Vendor's Solicitors have complied with the immediately preceding sub paragraphs of this Special Condition, they are not responsible in any way for any loss occasioned by that investment of the deposit moneys.
- 24.5.4. Each party must advise the Vendor's Solicitors, when requested, its tax file number. The Vendor's Solicitors are authorised to advise the bank where the Deposit Moneys are deposited, of that number
- 24.5.5 If a tax file number has not been advised:
- (i) by the party to whom the interest is to be paid, the amount required to be withheld pursuant to the Income Tax Assessment Act 1936 may be so withheld by the Vendor's Solicitors and paid to the Federal Commissioner of Taxation in accordance with the provisions of the Act; and
  - (ii) by a party where the interest is payable to the other party and withholding tax is deducted from the account as a result, that party must pay to the other the amount of tax so withheld.

## **25. Foreign Acquisitions and Takeovers Act 1975**

The Purchaser warrants to the Vendor that it has obtained any approval required under the Foreign Acquisitions and Takeovers Act 1975 as amended or any real estate acquisition policy or guideline of the Commonwealth Government and/or any required approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract or that it has obtained a statement of non-objection pursuant to the Foreign Acquisitions and Takeovers Act 1975. The Purchaser indemnifies and shall keep the Vendor indemnified against any loss suffered by the Vendor as a result of this warranty being untrue

## **26 Condition of Property and Compliance with Notices**

- 26.1 The purchaser acknowledges that it has purchased the property and improvements; -
- 26.1.1 relying solely on its own inspection and enquires
  - 26.1.2 subject to any existing faults and defects, (whether patent or latent), any infestations and dilapidation and all contamination (if any) in, on, under or emanating from the property, or any part of the property, the ground water and improvements
  - 26.1.3 Subject to all orders, notices, restrictions or other requirements (if any) relating to the property and improvements existing on, or made or issued after, the day of sale under the provisions of any act, law, regulation, by-law or agreement which is or may be required by any statutory authority; and
  - 26.1.4 without any warranties or representation having been made or given by or on behalf of the vendor that the property, or any part of the property, and improvements are free from fault, defect, infestation, dilapidation, contamination, asbestos or other hazardous material or thing or are complete or are fit for any particular use or comply with the conditions of any planning or building permit or agreement issued for the property or that the building and with the Victoria Building Regulation and all other building and planning laws and regulation or any repeated laws and regulations under which the improvements were constructed or that he improvements do not encroach over or upon any easement or title boundary.
- 26.2 The purchaser further acknowledges, agrees and declares: that as from the settlement date the purchaser indemnifies and will keep indemnified the vendor and the vendor's officers, employees consultants, agents, contractors and successors from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any contaminant in, or under or emanating from the property, or any part of the property, and the groundwater and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits demands and actions.

- 26.3 The purchaser shall not be entitled to make any requisition or objection or claim compensation or contribution from the vendor or refuse or delay payment of the price in respect to any matter, document or thing directly or indirectly referred in this special condition.
- 26.4 The purchaser shall be responsible for complying with all notices relating to the property (other than those referring apportionable outgoings) or orders existing on, or made or issued after, the day of sale. The purchaser may enter on the property at any time prior to the settlement date with the prior approval (not to be unreasonably withheld) of the vendor and subject to the occupancy or tenancy or other rights of the tenants and third parties, for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The purchaser indemnifies that vendor and will keep the vendor indemnified in the event of any breach by the purchaser of its obligations under this special condition.
- 26.5 The following words are hereby added at the end of General condition 24.2:  
"the Vendor shall have the right but not the obligation to remove from the property any items which are not fixtures and which are situated on the property at the time of execution of the Contract".

## **27. Non Merger**

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

## **28 Adjustments:**

- 28.1.1 In the event that the property sold hereunder is not separately assessed in respect of any rates taxes assessments Owners Corporation Insurance premium, Land Tax, Owners Corporation fees or other outgoings ("the outgoings") but such outgoings or some of them ("the relevant outgoings") are assessed in respect of land including the property (whether or not that land is the whole of the land in a Plan of Subdivision) then:
- (i) If the relevant outgoings are assessed in respect of the whole of the land in a Plan of Subdivision including the property and there is a lot liability shown on the Plan of Subdivision they shall be adjusted between the vendor and the purchaser in the same proportion that the lot liability of the property shown on the Plan of Subdivision bears to the total lot liability of all the lots shown on the Plan of Subdivision and:
  - (ii) In the event that there is no lot liability shown on the Plan of Subdivision, then the relevant outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax, it shall be adjusted on the basis that the land comprised in the Plan of Subdivision is the only land of which the vendor is the owner (as defined in the Land Tax Act 2005) or
  - (iii) in the event that the relevant outgoings are assessed in respect of property other than the whole of the land comprised in the Plan of Subdivision then such outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax land, it shall be adjusted on the basis that the property and the other land in respect of which such outgoings are assessed are the only land of which the vendor is the owner (as defined in the Land Tax Act 2005).
- 28.2 All periodic outgoings payable by the Vendor shall be adjusted as paid whether or not they have been paid by the Vendor prior to settlement. The Vendor undertakes to pay all such outgoings by the due date for such payments but shall not be required to make payment of any such outgoings until such due date.

### **29. Pools & Spas**

If the property contains a swimming pool or spa, the purchaser acknowledges and agrees that the fencing of the property with respect to the swimming pool may not comply with Section 5.13 of the *Building Regulations* 1994 and no warranty is given or representation made as to the compliance of the existing fencing and no requisition or objection may be made or compensation claimed for any alleged breach of the Regulations. It is the responsibility of the purchaser at their expense to effect compliance with the said Regulations.

### **30. Stamp Duty – Purchasers buying unequal interests:**

- a. If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- b. 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.
- c. The purchasers fully indemnify the vendor's agent and the vendor's legal practitioner 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.
- d. The Special condition will not merge on completion.

### **31. Bank Cheques**

The Purchaser will produce at settlement at its own cost whatever bank cheques are requested by the Vendor and general condition 11.5 shall not apply to this Contract.

### **32. Non-resident CGT withholding**

- a. Subject to Special Condition 32 (b), the Purchaser must provide to the Vendor written notice of its intention to withhold from a payment due under this contract or remit an amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* at least 14 days prior to the day on which the Purchaser pays any amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*
- b. The requirement in Special Condition 32 (a) does not apply to the Purchaser if the Vendor provides the Purchaser a valid certificate issued under sub-selection 12-220(1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* covering the time the transaction is entered into.

### **33. Acknowledgement**

The Purchaser acknowledges that prior to paying the deposit or signing this contract or any agreement or document in respect of the sale hereby effected which is legally binding upon or intended legally to bind the Purchaser, the Purchaser received from the Vendor's agent a copy of this Contract of Sale in compliance with Section 53 of the said Estate Agents Act

### **34 Property**

Property in the Lot and any improvements or chattels shall not pass to the Purchaser until payment in full of the Purchase Price is made to the Vendor.



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**37. IMPROVEMENTS**

37.1 The Vendor makes no warranties that the improvements erected on the land or property or any alterations or additions thereto comply with the *Building Act 1993* (the "**Building Act**") or any associated regulations or repealed laws under which the building or buildings were constructed or the requirements of any municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the Building Act and shall not call upon the Vendor to bear all or any part of the cost of complying with same.

37.2 Save as is otherwise expressly provided in this Contract, the Purchaser acknowledges that they are purchasing the property and the building or buildings erected thereupon in their present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or the building or buildings thereupon.

38. For the purpose of General Condition [23] land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

## GUARANTEE

THIS DEED between the persons named in the Schedule ("the Guarantor) which expression shall also include the personal representatives executors and other heirs and administrators and other heirs and successors of such persons) of the one part AND the Vendor named in the said Schedule of the other part

WITNESSETH as follows:

1. IN CONSIDERATION of the Vendor having at the request of the Guarantors and each of them entered Into the Contract of Sale of even date herewith with the Purchaser named In the Schedule as Purchaser of the Land described in the Schedule the Guarantors and each of them DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Vendor the due and punctual payment by the Purchaser to the Vendor of the purchase money interest thereon and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (such purchase money interest and other moneys being hereinafter called "the Money Hereby Secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations terms and conditions contained or implied in the Contract and on the part of the Purchaser to be performed and observed including all indemnities and DO HEREBY ACKNOWLEDGE that this Guarantee is given upon end with the benefit of the following conditioned
  - (a) The Vendor shall have the fullest possible liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers, rights, authorities and discretion conferred by or arising by the virtue of the Contract and to exercise the same at any time and in any manner end either to enforce or forbear to enforce the covenants for payment of the Money Hereby Secured under the Contract or any other covenants contained or implied therein or any other remedies or securities available to the Vendor. The Guarantors shall not be released by any exercise by the Vendor of the powers, rights, authorities end discretions aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating sureties would, but for this provision, have the effect of so releasing the Guarantors.
  - (b). This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter Of any part of the Moneys Hereby Secured or by any settlement of account intervening payment or by any matter or thing whatsoever end shall remain In mill force and effect throughout and until the whole of the purchase moneys have been received by the vendor.
  - (c) This Guarantee shall not be affected or prejudiced by any variation extension or modification of the Contact.
  - (d) This Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the vendor of any such security or by the Vendor failing or neglecting to recover by the realization of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any [aches or mistakes on the part of the Vendor.
  - (e) Except to the extent that such interpretation is excluded by or is repot and to the context words importing the singular number or plural number include the other respectively and words importing any gender include all other genders.
  - (f) Until the Vendor shall have received all Moneys Hereby Secured the Guarantors shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by The Vendor or either directly or indirectly to claim or receive the benefit Of any payment out of any liquidation of the Purchase and in the event the Purchaser enters into liquidation or into scheme of arrangement the Guarantors shall not be entitled to prove or claim in such liquidation or scheme in competition with the Vendor as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors the full amount of the Moneys Hereby Secured.
  - (g) This Guarantee shall ensure for the benefit of the Vendor and its successors assigns and transferees.
  - (h) if any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise effected this Guarantee or the Vendors right to recover such payment from the Guarantors to the intent that the Vendor shell with respect to it's rights. to recover pursuant to this Guarantee the Moneys Hereby Secured be restored to the same position In which it would have been had such payment not been made.
  - (i) The Vendor shall have the fullest liberty without affecting this Guarantee to exercise its powers rights, authorities and discretion to pursue recovery of the Moneys Hereby secured or any part thereof against one or more of the Guarantors and to compromise the liability of any Guarantor and to release any Guarantor without thereby releasing the other Guarantors, and the Vendor may pursue recovery Of the Moneys Hereby Secured against each of any of the Guarantors successively whether recovering any Moneys Hereby Secured or not until such time as the whole of the moneys has been paid to and received by the Vendor.

2. FOR the consideration aforesaid and as a separate and severable covenant the Guarantor HEREBY JOINTLY AND SEVERALLY AGREE to indemnify the Vendor not only by reason of non-payment by the Purchaser of the Moneys Hereby Secured but also in respect of all costs charges and expenses whatsoever which Me Vendor may incur by reason of any default on the Part of the Purchaser in relation to the Contract or by reason of any disclaimer of the Contract by any liquidator of the Purchaser upon winding-up of the Purchaser and also due to any failure of the Purchaser to fully indemnify the Vendor Pursuant to any terms and conditions in this Contract.
3. ANY demand or notice hereunder to be made upon or given to the Guarantors by or on behalf of the Vendor shall be deemed to be duly made or given if the same be in writing and signed by the Vendor or its Solicitors and the same be left at or sent through the post in a prepaid letter addressed to the Guarantor or Guarantors concerned at his or their address or addresses herein specified or other his or their address of addresses last known to the Vendor. Any demand so sent by post shall be deemed to have been duly served at the expiration of twenty four (24) hours from the time of its posting.
4. THE expression "the Purchaser" referred to herein shall mean and include each and every one of the Purchasers described in the Schedule notwithstanding that they may have entered into the Contract to purchase the said land as tenants in common in the respective shares described therein.

#### Schedule

1. The Guarantors
2. The Vendor ANTHONY DI DONATO AND STEPHANIE DI DONATO
3. The Purchaser
4. The Contract of Sale of even date between the Vendor and the Purchaser relating to 9 PEREASE ROAD WOLLERT VIC 3750
5. The Land LOT 807 ON PLAN OF SUBDIVISION 738895L BEING PART OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 11898 FOLIO 162

SIGNED by the said )  
in Victoria in the presence of: ) .....  
) .....  
) .....  
Witness )

Print Name:

Address

SIGNED by the said )  
in Victoria in the presence of: ) .....  
) .....  
) .....  
Witness )

Print Name:

Address

## **SALE OF LAND REGULATIONS 2005**

### **SCHEDULE 1**

#### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount *by* which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. 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 purchaser of the property.

**SCHEDULE 5**  
**SALE OF LAND REGULATIONS**

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 he or she 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 he or she 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 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 he or she 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 he or she 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 REGULATIONS 2005. COPIES OF THOSE LAWS CAN BE FOUND AT THE FOLLOWING WEB SITE: [WWW.DMS.DPC.VIC.GOV.AU](http://WWW.DMS.DPC.VIC.GOV.AU) UNDER THE TITLE "LAWTODAY".

VENDOR:  
ANTHONY DI DONATO  
STEPHANIE DI DONATO  
33 MIRANDA ROAD,  
RESERVOIR VIC 3073

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CONTRACT OF SALE OF  
REAL ESTATE

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PROPERTY:

9 PEREASE ROAD,  
WOLLERT VIC 3750

RYANS LAW OFFICES  
PO BOX 1062  
FITZROY NORTH VIC 3068  
TEL: (03) 9387 2455  
FAX: (03) 9388 1551  
REF: AS:KC:24/322  
DATE: 8 AUGUST 2024

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	9 PEREASE ROAD, WOLLERT VIC 3750 VOLUME 11898 FOLIO 162
-------------	--

Vendor's name	ANTHONY DI DONATO	Date	/ /
Vendor's signature			
Vendor's name	STEPHANIE DI DONATO	Date	/ /
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature			
Purchaser's name		Date	/ /
Purchaser's signature			



**Important information**

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**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:

\$8,000.00

OR

- (b) Are contained in the attached certificate/s.

OR

- (c) Their amounts are:

Authority		Amount	Interest (if any)
(1)	City of Whittlesea	(1) \$ 2,400.24 (p.a)	(1) \$
(2)	Yarra Valley Water – Charges	(2) \$ 184.98 (p.q)	(2) \$
(3)	State Revenue Office – Land Tax	(3) \$ 1,740.00 (p.a)	(3) \$

Land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

- (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ Nil

**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

\$ Nil

To

Nil

Other particulars (including dates and times of payments: Nil

**1.3 Terms Contract** - Not applicable**1.4 Sale Subject to Mortgage** - Not Applicable**2. INSURANCE** - 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 document/s

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

Is in the attached copies of title document/s  
Nil to the Vendors knowledge

#### 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.

The required specified information is as follows:

- (a) Name of planning scheme  
(b) Name of responsible authority  
(c) Zoning of the land  
(d) Name of planning overlay

Whittlesea Planning Scheme

City of Whittlesea

See Planning Certificate attached

See Planning Certificate attached

### 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:

Nil to the Vendors knowledge

#### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil to the Vendors knowledge

#### 4.3 Compulsory Acquisition

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

Nil to the Vendors knowledge

#### 5. BUILDING PERMITS

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

Are contained in the attached certificates

#### 6. OWNERS CORPORATION - Not Applicable

#### 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

##### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

##### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

#### 8. SERVICES

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

Electricity supply ☐ Gas supply ☐ Water supply ☐ Sewerage ☐ Telephone services ☒

**9. TITLE**

Attached are copies of the following documents:

**Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the “diagram location” in that statement which identifies the land and its location.

**10. SUBDIVISION - Not Applicable**

**11. DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Nil to the Vendors knowledge

**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.)*

**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 a Law Institute of Victoria published “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

**14. DUE DILIGENCE ACKNOWLEDGMENT**

The purchaser acknowledges that prior to the property being offered to the purchaser for sale the purchaser was given a *due diligence checklist* list as required under Section 32(B) of the Sale of Land Act 1962.

**DOCUMENTS ATTACHED TO THE SECTION 32**

Title Search  
State Revenue Office – Land Tax Clearance Certificate  
Council – Rate Notice  
Council – Property Information 1 & 2  
Water – Water Notice  
Planning Certificate  
Planning Property Report  
Vic Roads  
Extract of EPA Priority Site Register  
Certificate of Insurance  
Occupancy Permit

**VENDOR:**  
**ANTHONY DI DONATO AND STEPHANIE DI DONATO**  
**33 MIRANDA ROAD, RESERVOIR VIC 3073**

---

**VENDORS STATEMENT TO THE PURCHASER OF  
REAL ESTATE PURSUANT TO SECTION 32 OF THE  
SALE OF LAND ACT 1962 ("THE ACT")**

---

**PROPERTY:**  
**9 PEREASE ROAD, WOLLERT VIC 3750**

**MESSRS RYANS LAW OFFICES**  
**LAWYERS**  
**SHOP 1, 580 NICHOLSON STREET**  
**FITZROY NORTH VIC 3068**  
**TEL: (03) 9387 2455**  
**FAX: (03) 9388 1551**  
**REF: AS:KC:24/322**  
**DATE: 6 AUGUST 2024**

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

Page 1 of 1

VOLUME 11898 FOLIO 162

Security no : 124115292184M  
Produced 27/05/2024 09:16 AM

### LAND DESCRIPTION

Lot 807 on Plan of Subdivision 738895L.  
PARENT TITLE Volume 11866 Folio 123  
Created by instrument PS738895L 12/07/2017

### REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
ANTHONY DI DONATO of 33 MIRANDA ROAD RESERVOIR VIC 3073  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
STEPHANIE DI DONATO of 33 MIRANDA ROAD RESERVOIR VIC 3073  
AQ096726A 31/07/2017

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ096727X 31/07/2017  
HERITAGE BANK LTD

COVENANT PS738895L 12/07/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AL914734P 27/05/2015

### DIAGRAM LOCATION

SEE PS738895L 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: 9 PEREASE ROAD WOLLERT VIC 3750

DOCUMENT END

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# Mortgage

Section 74 Transfer of Land Act 1958

## Privacy Collection Statement

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### 1. Land/s

Land Title

4 Volume 11898 Folio 162

### 2. Estate and Interest

FEE SIMPLE

### 3. Memorandum of common provisions

MCP Number AA1996

### 4. Mortgagor/s

Mortgagor 1

Given Name/s ANTHONY

Family Name DI DONATO

Mortgagor 2

Given Name/s STEPHANIE

Family Name DI DONATO

### 5. Mortgagee/s

Mortgagee

Name HERITAGE BANK LIMITED

ACN 087 652 024

Australian Credit Licence 240984

### 6. Signing

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this mortgage. The mortgagor covenants with the mortgagee that the provisions of the Memorandum of Common Provisions (MCP) referred to in this mortgage and retained by the Registrar of Titles form part of this mortgage.

Mortgagor 1

ANTHONY DI DONATO:

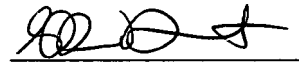


Witness:



Mortgagor 2

STEPHANIE DI DONATO:



Witness:



7. Date 28/03/2017

Date: (DD/MM/YYYY)

### 8. Lodging Party

Customer Code

Reference

**RIGBY COOKE**  
674R



**AQ096727X**

# Mortgage

Section 74 Transfer of Land Act 1958

## Privacy Collection Statement

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You may lodge this form in two ways:

**1. In person**

Land Registration Services  
Land Victoria  
Level 9, 570 Bourke Street  
Melbourne Vic 3000

**2. By mail** (*extra fee applies*)

Land Registration Services  
Land Victoria  
PO Box 500  
East Melbourne Vic 8002  
Or DX 250639 Melbourne

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AL914734P**

27/05/2015 \$116.50 173



registers and indexes.

## Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9258 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:6259089  
Customer Code: 1167E

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

Land: Volume 11340 Folio 303

Authority: Whittlesea City Council, 25 Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

DAVID TURNBULL

Position Held:

CEO

Date:

7.5.2015

**AL914734P**

27/05/2015 \$116.50 173



**WHITTLESEA CITY COUNCIL**

Council

- and -

**GIUSEPPE MOLINO**

the Owner

---

**Agreement under Section 173 of the Planning and  
Environment Act 1987.**

---

**Subject Land: Part of 270F Harvest Home Road Wollert**

**BEST HOOPER**  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE

Ref: JDC:1009.1007  
Tel: 9670 8951  
Fax: 9670 2954

**AL914734P**

27/05/2015

\$116.50

173



## TABLE OF CONTENTS

1.	<b>DEFINITIONS</b>	3
2.	<b>INTERPRETATION</b>	4
3.	<b>SPECIFIC OBLIGATIONS OF THE OWNER</b>	5
4.	<b>ACKNOWLEDGMENT AND COVENANTS OF COUNCIL</b>	8
5.	<b>FURTHER OBLIGATIONS OF THE OWNER</b>	8
5.1	<b>Notice and Registration</b>	8
5.2	<b>Further actions</b>	8
6.	<b>AGREEMENT UNDER SECTION 173 OF THE ACT</b>	8
7.	<b>OWNER'S WARRANTIES</b>	8
8.	<b>SUCCESSORS IN TITLE</b>	8
9.	<b>GENERAL MATTERS</b>	9
9.1	<b>Notices</b>	9
9.3	<b>No Waiver</b>	9
9.4	<b>Severability</b>	9
9.5	<b>No Fettering of the Council's Powers</b>	9
10.	<b>COMMENCEMENT OF AGREEMENT</b>	10
11.	<b>ENDING OF AGREEMENT</b>	11
12.	<b>SCHEDULE</b>	13



Maddocks

**PLANNING AND ENVIRONMENT ACT 1987**

**AL914734P**

27/05/2015 \$116.50 173



**SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made the 20<sup>th</sup> day of MAY

2014 2 DIS

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of 25 Ferres Boulevard, South Morang VIC 3752

("Council")

- and -

**GIUSEPPE MOLINO**  
of 570 Summerhill Road, Wollert Vic 3750

("the Owner")

**INTRODUCTION**

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is, or is entitled to be registered as the proprietor of the Subject Land.
- C. The Subject Land is subject to Clause 43.04, Development Plan Overlay - Schedule 21 of the Whittlesea Planning Scheme and is affected by Clause 45.06 Development Contributions Plan Overlay - Schedule 10 - the *Epping North East Development Contributions Plan*.
- D. On 30 September 2014 the Council granted Planning Permit No. 712/848 permitting multi lot residential subdivision situated at 270F Harvest Home Road, Wollert, for the removal of dry stone walls, and the construction of dwellings on lots less than 300 square metres in accordance with plans to be endorsed, subject to conditions, including Condition 1 which requires the Owner to enter into this Agreement.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG773629L in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The Owner and the Council have agreed for the purposes of Condition 1 of the Permit that the Owner will provide land, works, services and/or facilities to satisfy part of the development and open space contributions payable under

AL914734P



the Development Contributions Plan and Planning Scheme in accordance with the terms of this Agreement.

G. The Parties enter into this Agreement:-

- a) To give effect to Condition 1 of the Permit;
- b) To achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme in respect of the Subject Land; and
- c) To set out the terms and conditions for the relocation of the APA Gas Main (if required).

## IT IS AGREED:

### 1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **Adjustment Index** means the index used under the Development Contributions Plan to adjust the value of land and infrastructure projects referred to in the Development Contributions Plan.
- 1.3 **"this Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **APA** means the APA Group.
- 1.5 **"APA Gas Main"** means the APA gas main located within the Harvest Home Road road reserve.
- 1.6 **Certificate of Practical Completion** means a certificate in writing prepared by an officer of Council stating that an Infrastructure Project has been completed to the satisfaction of Council.
- 1.7 **"Council"** means the City of Whittlesea in its capacity as the Responsible Authority under the Planning Scheme and the Collecting Agency and the Development Agency under the Development Contributions Plan.
- 1.8 **"CPI"** means the annual consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.
- 1.9 **Construction Procedures** means the construction procedures set out at Annexure B.
- 1.10 **Date of Practical Completion** means the date on which Council states in writing that an Infrastructure Project has been completed to its satisfaction.

**AL914734P**

27/05/2015 \$116.50 173



- 1.11 **"Development Contributions"** means development contributions payable under the Development Contributions Plan.
- 1.12 **"Development Contributions Plan"** means the *Epping North East Structure Plan - Local Development Contributions Plan* as incorporated under the Planning Scheme for the purposes of Clause 45.06 of the Planning Scheme.
- 1.13 **"Development Contributions List"** means the list of all development contributions required for each infrastructure project as set out in Annexure A of this Agreement.
- 1.14 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit or any other plan approved by the Council.
- 1.15 **"Development Plan"** means the Epping North East Development Plan approved under Development Plan Overlay by Council December 2008 as amended from time to time.
- 1.16 **"Infrastructure Project"** means an Infrastructure Project included in the Development Contributions List.
- 1.17 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.18 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.19 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.20 **"Permit"** means Planning Permit No. 712/848 as amended from time to time.
- 1.21 **"Plan of Subdivision"** means the plan of subdivision of the Subject Land permitted by the Permit and shown on the Endorsed Plan.
- 1.22 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.23 **"Project"** means Infrastructure Projects numbers 1(a), 2(a), 3(a) and 4 as identified in the Development Contributions List.
- 1.24 **"Public Open Space Contribution"** means the public open space contribution requirement on the Plan of Subdivision pursuant to condition 22 of the Permit and Clause 52.01 of the Planning Scheme and where provided by way of land, shall be generally in the location shown on the Subdivision Concept Plan.



**AL914734P**



- 1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.
- 1.26 **"Stages 1 to 4"** means the subdivision permitted by Planning Permit No. 711707 issued on the 15th day of January 2010.
- 1.27 **"Structure Plan"** means the Epping North East Local Plan Structure Plan dated 8 May 2008.
- 1.28 **"Subdivision Concept Plan"** means Subdivision Plan Reference No. 6690001 Drawing No. 669000JF, dated 1 June 2012, prepared by Bosco Jonson Pty Ltd as may be amended from time to time with the approval of the Council.
- 1.29 **"Subject Land"** means the land comprised in Certificate of Title Volume 11340 Folio 303 and being Lot E on Plan of Subdivision No. 636375H.

## **2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are, and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- 2.8 The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to, and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**AL914734P**



### **3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS**

- 3.1 Except with the written consent of the Council, the Owner covenants and agrees, subject to the provisions of Clause 3.2 of this Agreement, that:
- 3.1.1 the Owner will construct, or cause to be constructed the Infrastructure Projects in return for a credit towards the Owner's obligation to pay Development Contributions pursuant to condition 21 of the Permit.
  - 3.1.2 the credit to which the Owner shall be entitled in respect of the Infrastructure Works shall be equal to, but not exceed the amount specified as the "Credit Against Developments Contributions" for each Infrastructure Project in the Development Contributions List.
  - 3.1.3 the amount of the Credit Against Development Contributions set out in the Development Contributions List shall be adjusted annually in respect of each Infrastructure Project pursuant to the Adjustment Index in accordance with the mechanisms specified in the Development Contributions Plan.
  - 3.1.4 it will prepare at its cost, detailed design and engineering plans and specifications for each of the Infrastructure Projects and submit them to Council for its approval. The said plans must be generally in accordance with the "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E.
  - 3.1.5 it will construct or cause to be constructed the Infrastructure Projects:
    - (a) in accordance with the plans referred to in clause 3.1.4;
    - (b) to the satisfaction of the Council in its capacity as the Development Agency;
    - (c) in accordance with the "Timing of Construction" set out in the Development Contributions List with any allowance in accordance with 3.16; and,
    - (d) in accordance with the Construction Procedures.
  - 3.1.6 immediately following the practical completion of each Infrastructure Project, the Owner must -
    - 3.1.6.1 maintain each Infrastructure Project in good order and condition and rectify any defects for a period of 3 months from the date of a Certificate of Practical Completion for the Infrastructure Project; and,

**AL914734P**



- 3.1.6.2 provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

### **Council and Owners Covenants**

- 3.2 The Owner covenants and agrees that the balance (if any) of Development Contributions payable after accounting for the credit under this Agreement including any deferred contributions payable in respect of previous stages of subdivision of the Subject Land namely stages 1 - 4 shall be paid in accordance with the Development Contributions Plan.
- 3.3 The Council and the Owner acknowledge and agree that the Owner is not obliged to make any payments to Council for Development Contributions until the Owner has exhausted its entitlement to credits in respect of the Infrastructure Projects.
- 3.4 The Council and the Owner acknowledge that the Owner may request Council to agree to a variation of the maximum amount of the credit in respect of only Infrastructure Project No. 3(a) in the Development Contributions List provided that any request must:
- 3.4.1 be in writing;
  - 3.4.2 be accompanied by a detailed list of the items which are said to have caused an increase in cost of the Infrastructure Project beyond the amount set out in the Development Contributions List;
  - 3.4.3 comprise a detailed estimate of the cost of each of the items comprising the proposed claim; and,
  - 3.4.4 clearly set out the total revised cost of the Infrastructure Project being claimed as the credit.
- 3.5 The Council and the Owner agree that if within 14 days of receipt of any written request pursuant to clause 3.4, the Council either refuses the request, grants a credit less than what is claimed or fails to respond in writing to the request, there shall be deemed to be a dispute which either party can refer for resolution in accordance with the provisions of clause 4 of this Agreement.

### **Contribution for Public Open Space**

- 3.6 if any of the Public Open Space Contribution is proposed to be satisfied as a land contribution, it must be shown on a plan of subdivision generally in accordance with the Subdivision Concept Plan and as a reserve to vest in the Council.

**AL914734P**

27/05/2015

\$116.50

173



- 3.7 if any of the Public Open Space Contribution required under the Planning Scheme is not satisfied by a land contribution, it must be paid as a cash payment to the Council prior to the issue of a Statement of Compliance for the final stage of the Plan of Subdivision.
- 3.8 if the Owner has not satisfied the public open space contribution in respect of Stages 1 – 4 such contribution must be made or paid to Council prior to the issue of a Statement of Compliance for Stage 12.

#### **Path networks**

- 3.9 in addition to Infrastructure Project No. 4 in the Development Contributions List, the Owner must construct at the Owner's cost in each and every respect a local shared path running north-south along the connector street linking Edendale Boulevard to the regional shared path extending along the Subject Land's northern boundary in the linear open space instead of the local shared path shown in the Development Plan and Structure Plan and bisecting the Subject Land east-west through the proposed retirement village site.
- 3.10 the local shared path referred to in clause 3.9 is to be constructed in accordance with plans and specifications first approved by the Council.

#### **Indexation**

- 3.11 the amount of the Development Contributions payable will be adjusted annually in accordance with the adjustment methodology contained in the Development Contributions Plan.

#### **Council's Costs**

- 3.12 the Owner must pay to the Council, the Council's costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

#### **APA Gas Main**

- 3.13 In the event that the Road and Drainage Plans referred to in clause 3.1.4 require to be amended because of the presence of the APA Gas Main, the Council shall be responsible for all costs relating to such amendment including any costs associated with any survey to determine the location of the APA Gas Main. If such costs are paid by the Owner, the Council agrees to reimburse such costs within 21 days of submission to the Council of evidence of payment of such costs by the owner.
- 3.14 In the event that the APA Gas Main is required to be relocated to enable the Owner to undertake Infrastructure Projects 1(a) and 2(a), the Council shall meet all costs directly associated with the relocation

**AL914734P**

27/05/2015

\$116.50

173



of the APA Gas Main including any additional drainage and engineering fees and any costs to relocate other services.

3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.

3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

#### **4. DISPUTE RESOLUTION**

4.1 If a dispute arises between the Council and the Owner as to whether the Owner has constructed any of the Infrastructure Projects in accordance with the provisions of this Agreement either the Council or the Owner may refer the dispute to an arbitrator holding civil engineering qualifications. In the event that the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Australian Institute of Arbitrators and Mediators Australia for determination. The Parties shall have the right to make submissions in writing to the arbitrator and, if the Parties agree, to make oral representations at a hearing. The determination of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne by the Owner.

4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

**AL914734P**



**5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 5.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 1 of the Permit.
- 5.2 The Council covenants that it will immediately apply to register this Agreement pursuant to Section 181 of the Act.

**Bank Guarantees**

- 5.3 The Bank Guarantees, dated 19 March 2012, held by the Council in respect of development infrastructure levies, payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner with two weeks of the execution of this Agreement.
- 5.4 The bank guarantees, dated 19 March 2012, held by the Council in respect of Public Open Space contributions payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner within two weeks of the execution of this Agreement.

**Public Open Space**

- 5.5 Council acknowledges that the Public Open Space Contribution satisfies the Owner's public open space contribution liabilities pursuant to Clause 52.01 of the Planning Scheme and/or Section 18 of the *Subdivision Act* 1988 in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1 - 4 as approved under planning permit 711/707 and any further land only subdivision of the Subject Land .
- 5.6 Subject to the provisions of Clause 5.7 the Owner will not be liable for any further public open space contribution in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1-4 as approved under Planning Permit 711/707 and any further land only subdivision of the Subject Land.
- 5.7 For the avoidance of doubt, the exemption from any further public open space contribution, as referred to in the proceeding Clauses, does not extend to the subdivision of any building constructed on any lot created by the subdivision of the Subject Land except where such building is part of any retirement village.

**6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

**6.1 Notice and Registration**

**AL914734P**

27/05/2015 \$116.50 173



The Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

**6.2 Further actions**

6.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

6.2.2 The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

**7. AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and in satisfaction of the obligation imposed by Condition 1 of Planning Permit No. 712/848.

**8. OWNERS WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**9. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

9.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2 Execute a deed agreeing to be bound by the terms of this Agreement.

**AL914734P**



## **10. GENERAL MATTERS**

### **10.1 Notices**

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

- 10.1.1 delivering it personally to that party;
- 10.1.2 sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; and
- 10.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

### **10.2 A notice or other communication is deemed served if:**

- 10.2.1 delivered, on the next following business day;
- 10.2.2 posted, on the expiration of two business days after the date of posting; and,
- 10.2.3 sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### **10.3 No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

### **10.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

### **10.5 No Fettering of the Council's Powers**

The Owner acknowledges and agrees that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.



**AL914734P**

27/05/2015 \$116.50 173



## **11. COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

## **12. ENDING OF AGREEMENT**

- 12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 12.2 This Agreement may be ended by agreement between Council and the Owner.
- 12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

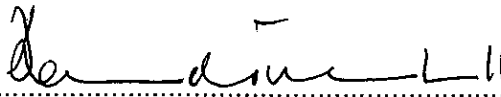
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27/05/2015 \$116.50 173



**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:

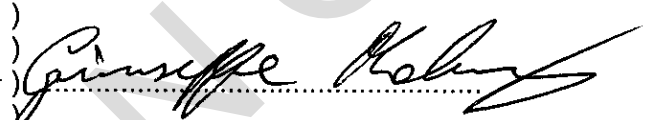
  
.....

Delegate



**SIGNED SEALED AND DELIVERED** by  
**GIUSEPPE MOLINO** in the presence of:

  
.....  
Witness

  
.....

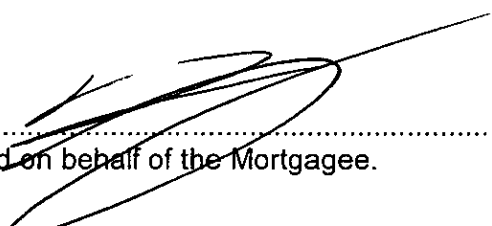
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27/05/2015 \$116.50 173



### Mortgagee's Consent

**National Australia Bank** as Mortgagee of registered mortgage No. **AG773629L** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

  
.....  
For and on behalf of the Mortgagee.

**AL914734P**



## Annexure A

### Development Contributions List

Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
1(a) Construction of the Harvest Home Road Intersection Project No R024 in the Development Contributions Plan generally in accordance with the approved "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E with any amendments required under the Permit.	\$1,483,000	100%	\$1,053,163.00	Construction of this project shall commence as part of the first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan of Subdivision) approved by the Permit.
1(b) Council checking and supervision fee on Infrastructure Project 1(a).	-	100%	100%	
1(c) VicRoads fee in relation to Infrastructure Project 1(a)	\$52,560	100%	\$52,560	
2a) Construction of the Harvest Home Road Duplication. Project No. R004 in the DCP generally in accordance with the "Road and Drainage	\$1,300,000	100%	\$438,979.00 (486m x \$903.25 p/lm)	Construction must commence as part of the first stage of the Plan of Subdivision (Stage 5 of the Plan of Subdivision)

**AL914734P**

27/05/2015

\$116.50

173



Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E 2014.				approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan f Subdivision ) approved by the Permit .
2(b) Land contribution for the Harvest Home Road Duplication	-	100%	\$388,885 (0.68Ha x \$571,890 p.Ha)	Has previously been transferred to the Council
2(c) Council checking and supervision fee on Infrastructure project 2(b).	-	100%	100%	
3(a) Northern kerb of southern carriageway and Redding Rise infrastructure works. generally in accordance with plans and specifications generally in accordance with the "Road and Drainage Plans" DCE Consultants dated 29 September 2014 Revision E 2014.	\$197,000*	100%	\$197,000	Construction of this project must commence as part of first stage of the subdivision (Stage 5 of the Plan of Subdivision ) approved by the Permit No. 712848 and must be completed before the issue of a Statement of Compliance for third stage of any subdivision (Stage 7 of the Plan of Subdivision)

**AL914734P**

27/05/2015 \$116.50 173



Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
				approved by the Permit.
3(b) Council checking and supervision fee on Infrastructure Project 3(a)	-	100%	100%	
4 Construction of the shared path east-west along the northern shared trail network in the linear open space  Project No PC01 in the DCP.	-	100%	\$70,095.78  (486m x \$144.23 p/lm)	Completed before the issue of a Statement of Compliance for the seventh stage of any subdivision (Stage 12 of the Plan of Subdivision) approved by the Permit

Notes:

All figures are where relevant, costed or indexed to 2013.

**AL914734P**

27/05/2015 \$116.50 173



## **Annexure B**

### **Construction Procedures**

#### **Procedure for issue of Certificate of Practical Completion**

1. Upon the completion of an Infrastructure Project the Owner must notify Council and any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and/or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
  - b. what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

#### **Access**

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
  - a. consent of the owner of land to access such land;
  - b. it has satisfied any condition of such consent; and
  - c. in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the approved plans.

#### **Quality of work**

7. Apart from any other requirement contained in the Agreement, all work must:
  - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
  - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
  - c. be carried out in a good and workmanlike manner;
  - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
  - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
  - f. comprise best industry practice;

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- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.



# Imaged Document Cover Sheet

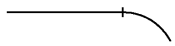
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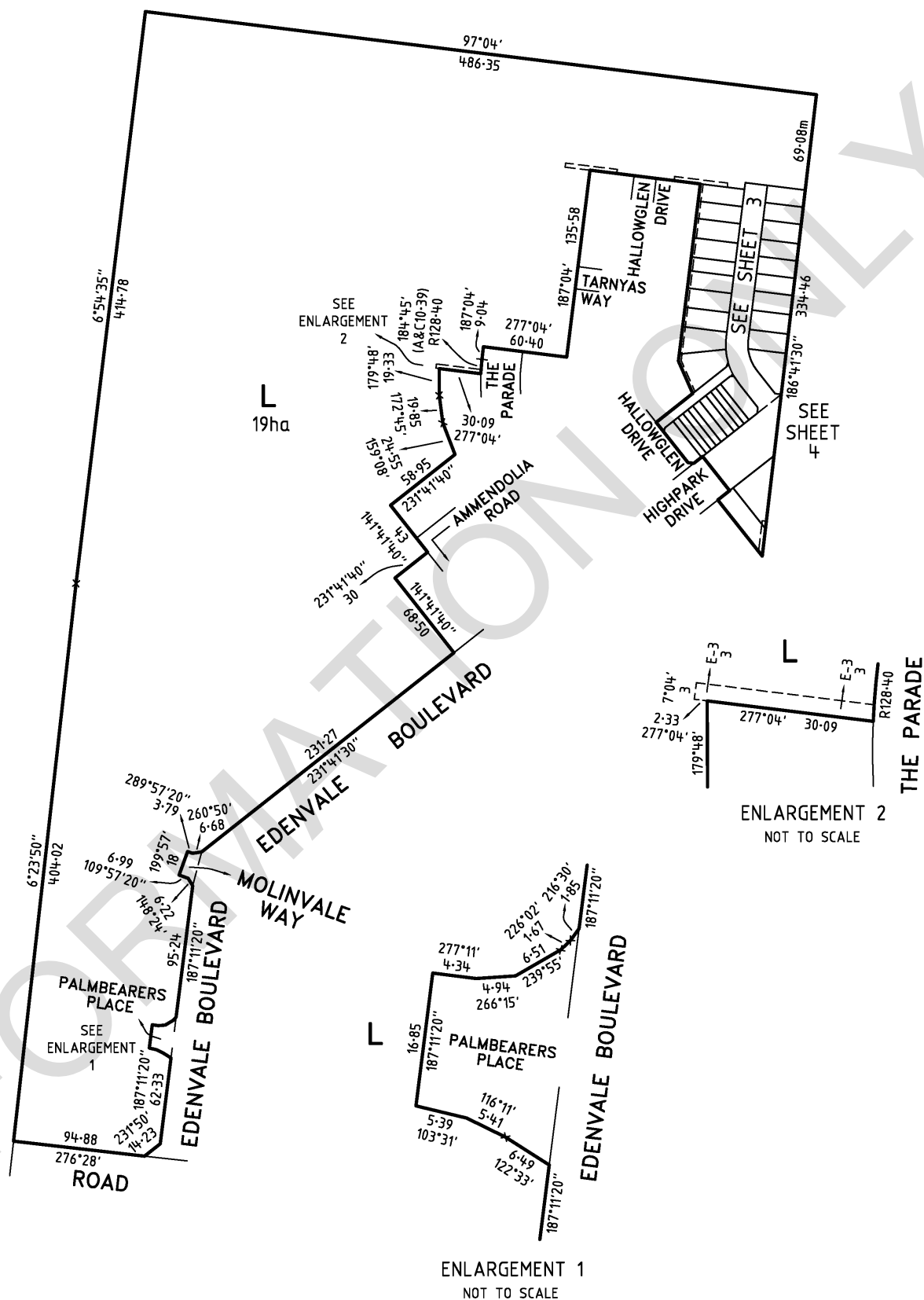
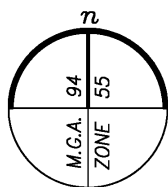
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PLAN OF SUBDIVISION		EDITION 2	PS 738895L
<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> WOLLERT</p> <p><b>TOWNSHIP:</b> —</p> <p><b>SECTION:</b> 12</p> <p><b>CROWN ALLOTMENT:</b> —</p> <p><b>CROWN PORTION:</b> 2 (PART) &amp; 3 (PART)</p> <p><b>TITLE REFERENCE:</b> VOL 11866 FOL 123</p> <p><b>LAST PLAN REFERENCE:</b> LOT H ON PS738891U</p> <p><b>POSTAL ADDRESS:</b> EDENVALE BOULEVARD (at time of subdivision) WOLLERT 3750</p> <p><b>MGA 94 CO-ORDINATES:</b> E 324 725 (approx. centre of land in plan) N 5 834 800      <b>Zone: 55</b></p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609010 Planning Permit Reference: 712848 SPEAR Reference Number: S072072A</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: 02/06/2016</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 28/06/2017)</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 06/06/2017</p> <p>Statement Of Compliance issued: 28/06/2017</p>	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	<p><b>STAGING</b>      This <del>is</del> is not a staged subdivision Planning Permit No. <b>712848</b></p> <p><b>DEPTH LIMITATION</b>      <b>DOES NOT APPLY</b></p> <p><b>SURVEY</b>      This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) <b>21, 38, 49, 84,</b> In Proclaimed Survey Area No.      —      <b>165 &amp; 176</b></p> <p>LOTS 1 TO 800 AND A TO K (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND SUBDIVIDED (EXCLUDING LOT L) - 1.669ha</p> <p>TANGENT POINTS ARE SHOWN THUS: </p>	
ROAD R1	WHITTLESEA CITY COUNCIL		
<p><u><b>OTHER PURPOSE OF PLAN</b></u> TO REMOVE THAT PART OF EASEMENT E-2 ON PS738891U NOW CONTAINED IN GIA LANE ON THIS PLAN</p> <p><u><b>GROUND FOR REMOVAL OF EASEMENTS</b></u> AGREEMENT BY ALL INTERESTED PARTIES</p>			
EASEMENT INFORMATION			
<p><b>LEGEND:</b>      E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A – Appurtenant Easement</p>			
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS734553N PS734553N
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS734549D PS734549D
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS738891U PS738891U
EDEN GARDENS – 8 33 LOTS & BALANCE LOT L		LICENSED SURVEYOR   GREGORY STUART WILLIAMS	
<p><b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>		<p>DATE 01/06/17      REFERENCE 26690083 VERSION J      DRAWING 2669008AJ</p> <p>Digitally signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd), Surveyor's Plan Version (J), 01/06/2017, SPEAR Ref: S072072A</p>	
		<p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS</p>	
		<p>PLAN REGISTERED TIME: 12:19pm      DATE: 12/07/2017 R.Bissell Assistant Registrar of Titles</p>	

## PLAN OF SUBDIVISION

PS 738895L



EDEN GARDENS - 8

**Bosco Jonson Pty Ltd**

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
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LENGTHS ARE IN METRES

DATE 01/06/17

REFERENCE 26690083

VERSION J

DRAWING 2669008AJ

ORIGINAL SHEET SIZE A3

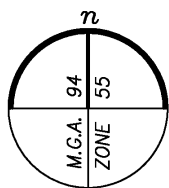
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01/06/2017, SPEAR Ref: S072072A

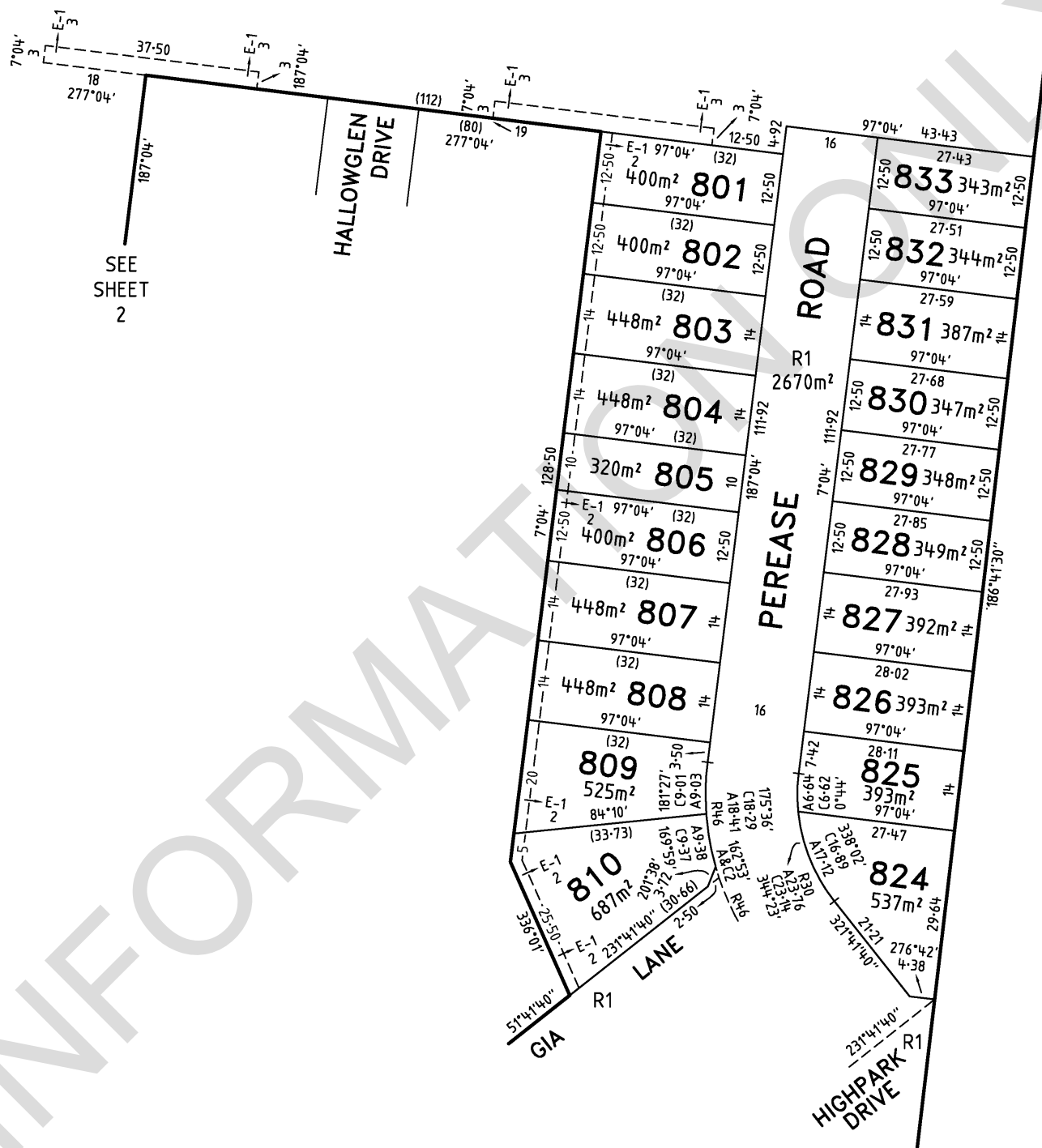
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Whittlesea City Council,  
06/06/2017,  
SPEAR Ref: S072072A

## PLAN OF SUBDIVISION

PS 738895L



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SEE SHEET 2



EDEN GARDENS - 8

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:750

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LENGTHS ARE IN METRES

**Bosco Jonson Pty Ltd**

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



DATE 01/06/17  
VERSION J

REFERENCE 26690083  
DRAWING 2669008AJ

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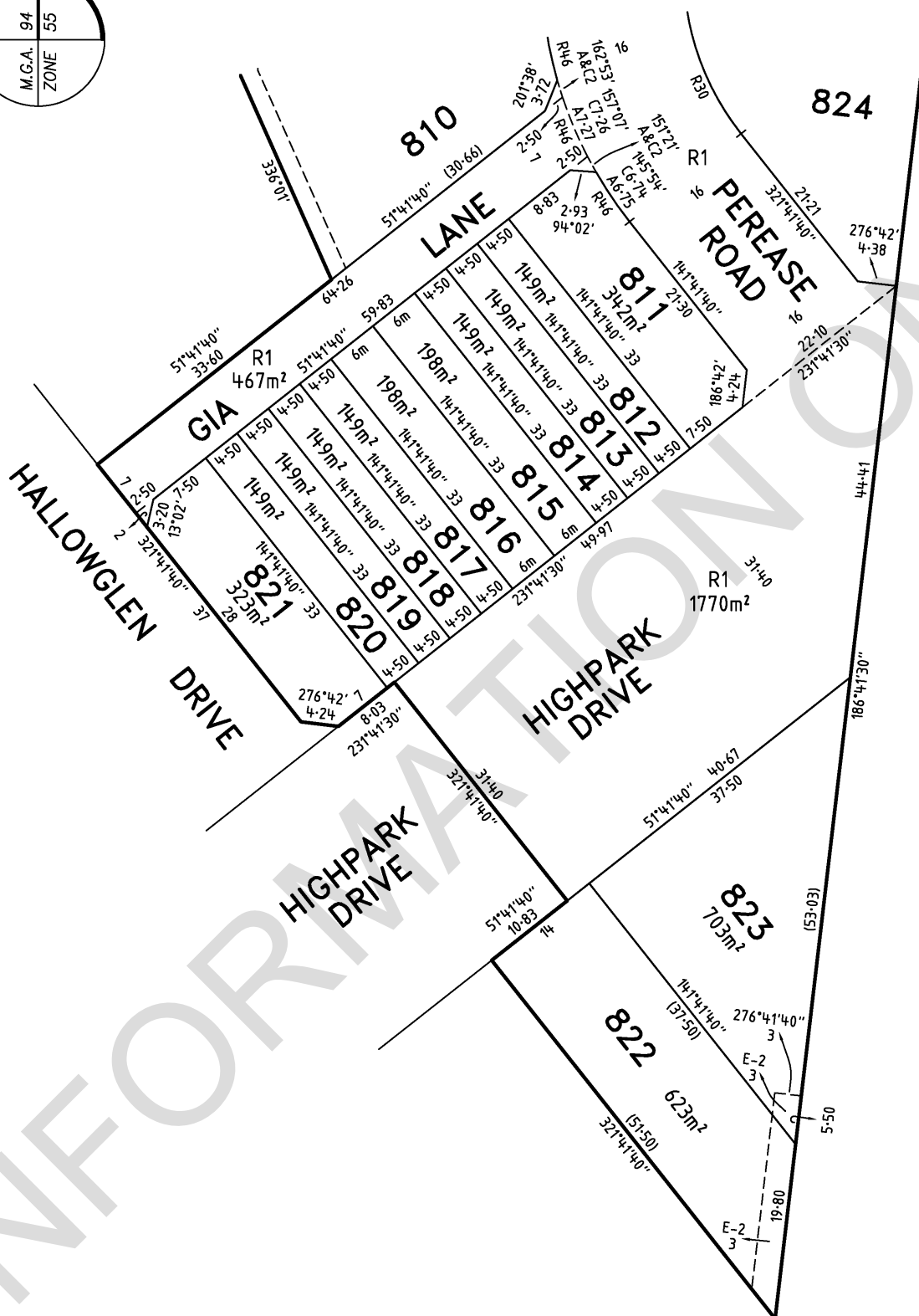
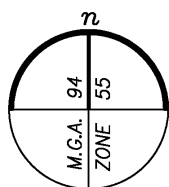
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06/06/2017,  
SPEAR Ref: S072072A

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SHEET 3

# PLAN OF SUBDIVISION

PS 738895L

SEE SHEET 3



EDEN GARDENS - 8

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



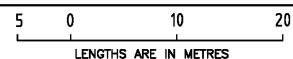
LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 01/06/17  
VERSION J

REFERENCE 26690083  
DRAWING 2669008AJ

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Surveyor's Plan Version (J),  
01/06/2017, SPEAR Ref: S072072A

SCALE  
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ORIGINAL SHEET SIZE A3

SHEET 4

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06/06/2017,  
SPEAR Ref: S072072A

**PLAN OF SUBDIVISION****PS 738895L****CREATION OF RESTRICTION 'A'**

Upon Registration of this plan the following restriction is created:

**Land to benefit:** Lots 801 to 833 (both inclusive) on this plan.

**Land to be burdened:** Lots 822 to 833 (both inclusive) on this plan (each lot being a "burdened lot").

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot must not:

1. build or permit to be built or remain on the lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no. AA2723 and the building envelope plans shown on sheet 6 of this plan except with the prior written consent of the Responsible Authority.
2. build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
  - 2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Eden Gardens Design Review Committee in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time; or
  - 2.2 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by the relevant authority in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time;
3. erect or allow any signs to remain on the burdened lot other than the following:
  - 3.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres by 1.8 metres; or
  - 3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
  - 3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the Eden Gardens Design Review Committee prior written approval of those signs;
4. use the burdened lot or any part of it as a display home except with the Eden Gardens Design Review Committee's prior written consent;
5. park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot.
6. construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less except with the prior written consent of the Responsible Authority.
7. construct any wall of the second level of any dwelling on a corner lot unless it is setback a further 900mm from the ground level wall that faces a local street, except with the prior written consent of the Responsible Authority.

In this restriction "Development" means the land known as Eden Gardens, Harvest Home Road, Wollert which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2020.

**CREATION OF RESTRICTION 'B'**

The following restriction is to be created upon registration of this plan.

**Land to benefit:** Lots 801 to 809, 811 to 821 and 825 to 833 (all inclusive) on this plan.

**Land to be burdened:** Lots 801 to 809 and 825 to 833 (all inclusive) on this plan.

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his heirs executors administrators and transferees shall not at any time on the said lot or any part or parts thereof build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).

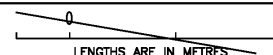
**EDEN GARDENS - 8****Bosco Jonson Pty Ltd**

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE



LENGTHS ARE IN METRES  
ORIGINAL SHEET SIZE A3

DATE 01/06/17

REFERENCE 26690083

VERSION J

DRAWING 2669008AJ

SHEET 5

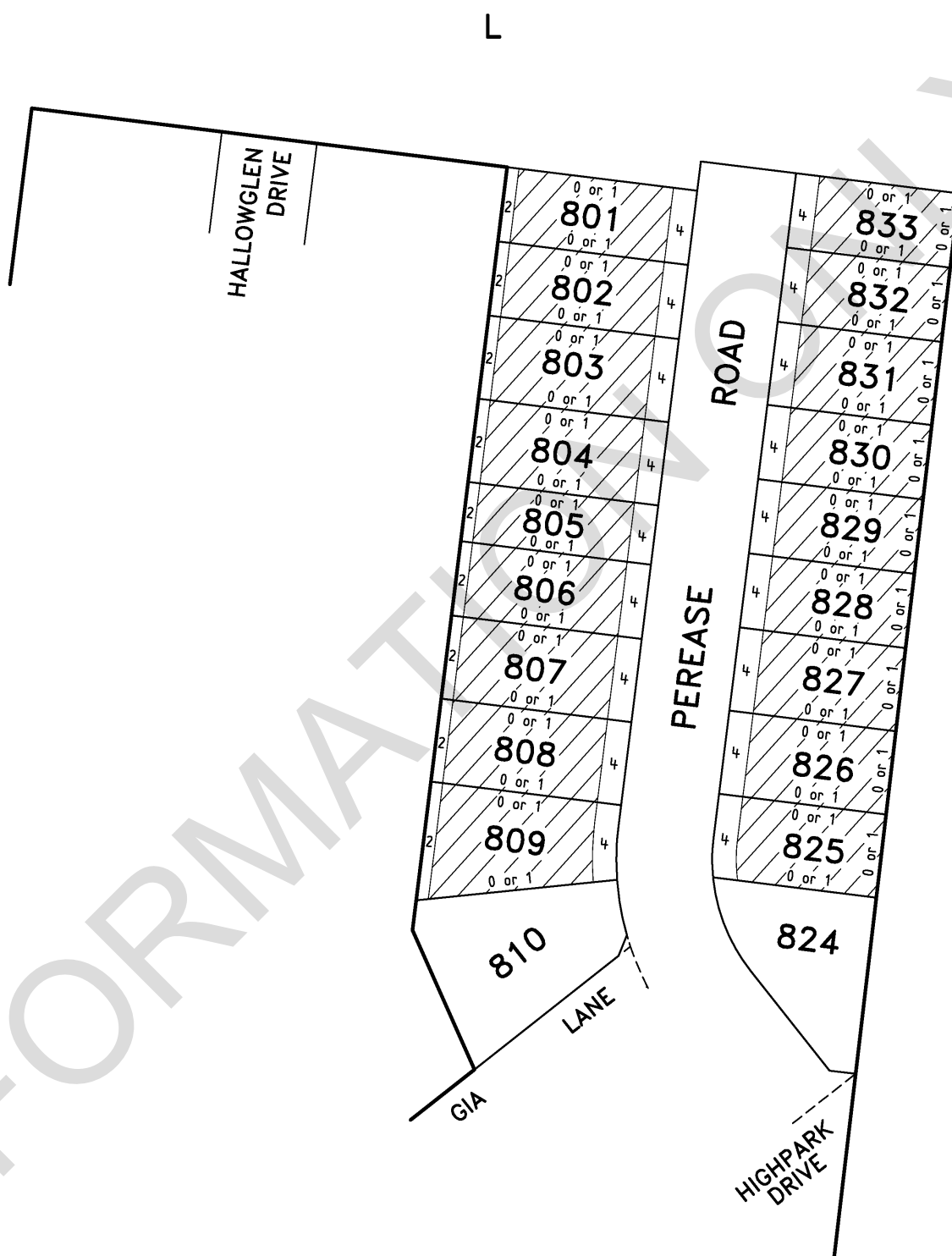
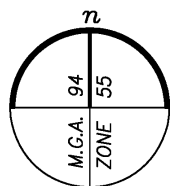
Digitally signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
01/06/2017, SPEAR Ref: S072072A

Digitally signed by:  
Whittlesea City Council,  
06/06/2017,  
SPEAR Ref: S072072A

## PLAN OF SUBDIVISION

PS 738895L

## BUILDING ENVELOPE PLAN



## LEGEND



BUILDING ENVELOPE

EDEN GARDENS - 8

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:750

7.5 0 15 30  
LENGTHS ARE IN METRES

**Bosco Jonson Pty Ltd**

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



DATE 01/06/17  
VERSION J

REFERENCE 26690083  
DRAWING 2669008AJ

ORIGINAL SHEET SIZE A3

SHEET 6

Digitally signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
01/06/2017, SPEAR Ref: S072072A

Digitally signed by:  
Whittlesea City Council,  
06/06/2017,  
SPEAR Ref: S072072A

[illegible]



Property Clearance Certificate
Land Tax



INFOTRACK / RYANS LAW OFFICES

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (24/322, 77633038, 27 MAY 2024, ESYSPROD)

Land Address: 9 PEREASE ROAD WOLLERT VIC 3750

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 44176950, 807, 738895, 11898, 162, \$1,740.00

Vendor: STEPHANIE DI DONATO & ANTHONY DI DONATO
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MR ANTHONY DI DONATO, 2024, \$430,000, \$1,740.00, \$0.00, \$1,740.00

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

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. (Empty row)

Comments:

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

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Field (CAPITAL IMPROVED VALUE, SITE VALUE, CURRENT LAND TAX CHARGE) and Value (\$825,000, \$430,000, \$1,740.00)



# Notes to Certificate - Land Tax

**Certificate No:** 77633038

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,740.00

Taxable Value = \$430,000

Calculated as \$1,350 plus ( \$430,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 77633038

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 77633038

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	24/322
Certificate No:	77633038
Issue Date:	27 MAY 2024

Land Address: 9 PEREASE ROAD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
807	738895	11898	162

Vendor: STEPHANIE DI DONATO & ANTHONY DI DONATO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

Paul Broderick  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 77633038

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 77633030</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 77633030</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**Date of issue**  
28/05/2024

**Assessment No.**  
1002492

**Certificate No.**  
161009

**Your reference**  
72970707-015-3

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 9 Perease Road WOLLERT 3750

**Description:** LOT: 807 PS: 738895L

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$825,000	\$430,000	\$41,250

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,948.84
Food/Green waste bin charge levied on 01/07/2023	\$105.15
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$37.95
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 28/05/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,400.24

**Balance of rates & charges due:** \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** \$0.00

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

**Council Offices**

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

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

**Email:** info@whittlesea.vic.gov.au

**Free telephone interpreter service**

   **131 450**

ABN 72 431 091 058

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

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### **Interest penalty on late payments**

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1002492



Phone 1300 301 185  
Ref 1002492



Biller Code 5157  
Ref 1002492

Enquiries: *Building and Planning Administration 9217 2259*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 72970707-017-7, 72970707-018-4

17 June 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) and  
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION  
9 (Lot 807) Perease Road WOLLERT**

Further to your application for property information for the above address I write to advise the following:

<b>Regulation 51 1 (a)*</b>			
Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-27484/20174722/0	28/11/2017	Dwelling/Garage	07/08/2018

**Regulation 51 1 (b) (c)\***

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**  
 Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**  
*(Please consult with Owner for copy of Building Notice where applicable)*

**Regulation 51 2 (a) (b) (c) (d) (e)\*\***

Flood Prone Area ..... **No**  
 Termite Prone Area ..... **No**  
 A BAL has been specified in a Planning Scheme..... **No**  
 Alpine Snowfall Prone Area..... **No**  
 Designated Land or Works..... **No**  
 Is an Infrastructure Levy applicable? ..... **Yes**  
*If Yes –Please check [Council's website](#) for current applicable rate and payment methods*

\*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

\*\*In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via [www.planning.vic.gov.au](http://www.planning.vic.gov.au). The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

**NOTE:** Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email [Engineering.Services@whittlesea.vic.gov.au](mailto:Engineering.Services@whittlesea.vic.gov.au) or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING  
CITY OF WHITTLESEA**



Enquiries: *Building and Planning Administration 9217 2259*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 72970707-017-7, 72970707-018-4

17 June 2024

Landata

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51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION  
9 (Lot 807) Perease Road WOLLERT**

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Flood Prone Area ..... **No**  
 Termite Prone Area ..... **No**  
 A BAL has been specified in a Planning Scheme..... **No**  
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 Is an Infrastructure Levy applicable? ..... **Yes**  
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Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

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Yours sincerely

**BUILDING AND PLANNING  
CITY OF WHITTLESEA**

27th May 2024

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA  
LANDATA

Dear Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	9 PEREASE ROAD WOLLERT 3750
<b>Applicant</b>	Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA LANDATA
<b>Information Statement</b>	30853186
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	402619

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

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

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

Yours sincerely,

Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	9 PEREASE ROAD WOLLERT 3750
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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](http://yvw.com.au/recycled).

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

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

**Melbourne Water Property Information Statement**

Property Address	9 PEREASE ROAD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

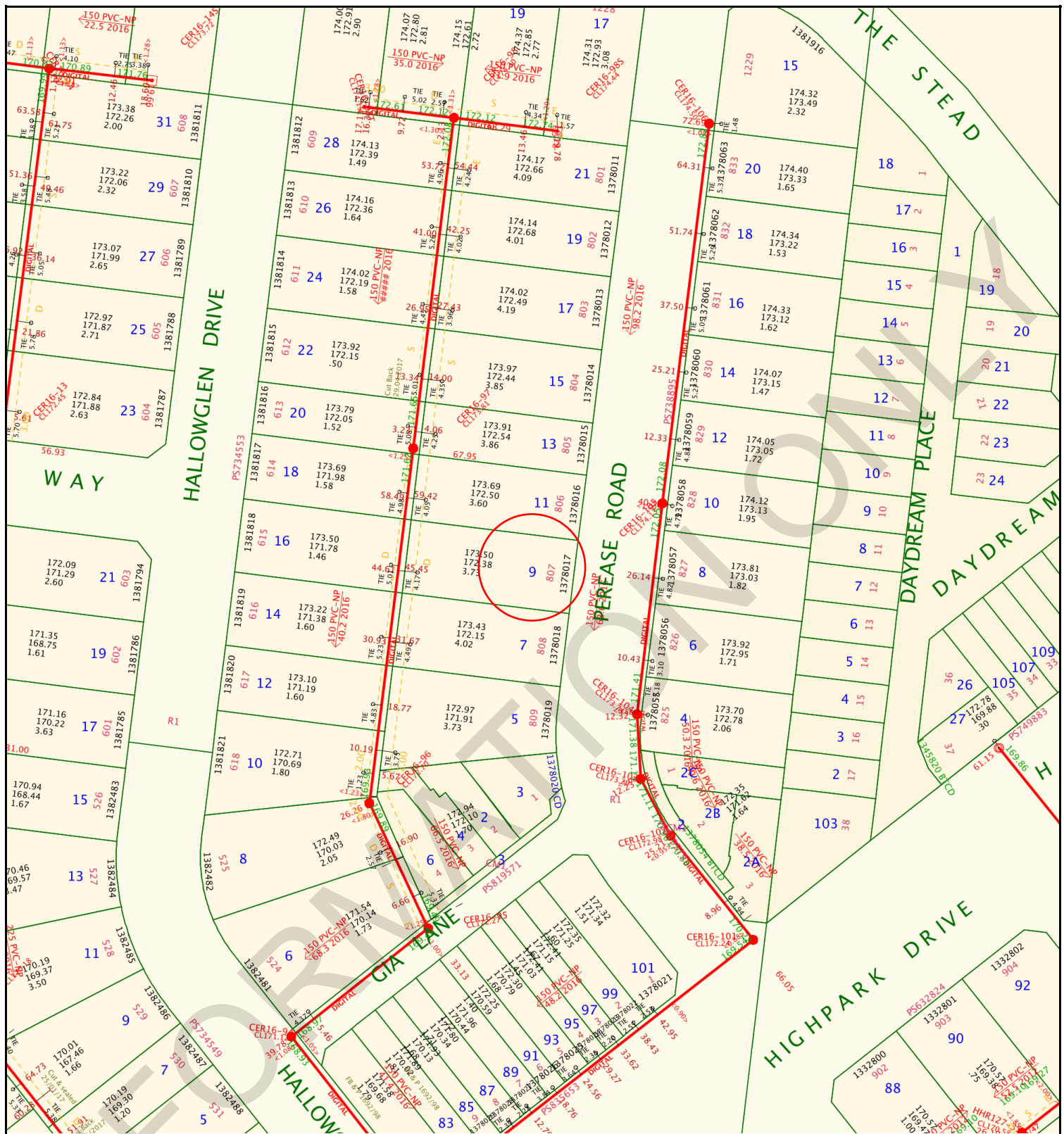
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



# Yarra Valley Water Information Statement Number: 30853186

Address 9 PEREASE ROAD WOLLERT 3750

Date 27/05/2024

Scale 1:1000



ABN 93 066 902 501

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

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



3rd November 2017

**Application ID: 295974**

### **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**

<b>Product</b>	<b>Qty</b>
20mm Recycled Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
20mm Potable Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1

##### **Sewer**

##### **Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1378017

##### **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.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time



of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

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 Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. 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](http://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
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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 <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
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](mailto: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 ( <b>excluding sprinkler systems</b> )	YES (✓)
Toilet / urinal flushing ( <b>excluding bidets</b> )	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds ( <b>not for swimming</b> )	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock ( <b>excluding pigs</b> )	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>Boiler feed water</li> <li>Process water</li> <li>Wash-down water</li> <li>Dust suppression</li> </ul>	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](http://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](http://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](mailto:rwplumbinginspection@yvw.com.au)

**Phone:** 9872 2518

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

## 7. Temporary Cross Connections

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

## 8. Tappings

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

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

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

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

## **12. Owner's Responsibility**

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

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

12.2. For Irrigation Systems:

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

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

## **SEWER**

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

## 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.

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 0353807135  
**Rate Certificate No:** 30853186

**Date of Issue:** 27/05/2024  
**Your Ref:** 402619

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 PEREASE RD, WOLLERT VIC 3750	807\PS738895	5149099	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$0.00
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
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			\$0.00

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



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

**Recycled water is available at this property**

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



**Property No:** 5149099

**Address:** 9 PEREASE RD, WOLLERT VIC 3750

**Water Information Statement Number:** 30853186

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 03538071357

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1034619

## APPLICANT'S NAME & ADDRESS

RYANS LAW OFFICES C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
MELBOURNE

## VENDOR

DI DONATO, ANTHONY

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

402619

This certificate is issued for:

LOT 807 PLAN PS738895 ALSO KNOWN AS 9 PEREASE ROAD WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21

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

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

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

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

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

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

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

27 May 2024

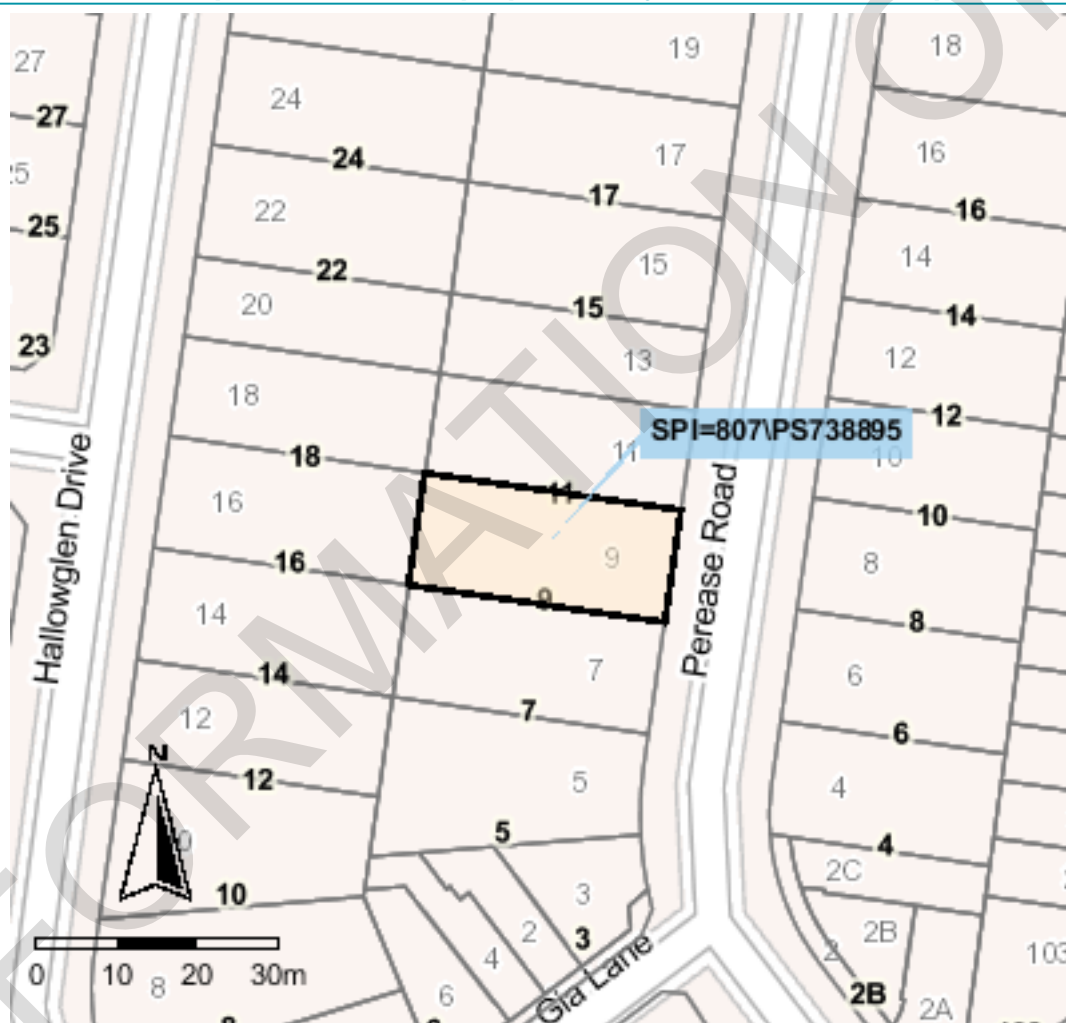
**Sonya Kilkeny**  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

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

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 May 2024 09:16 AM

## PROPERTY DETAILS

Address: **9 PEREASE ROAD WOLLERT 3750**  
Lot and Plan Number: **Lot 807 PS738895**  
Standard Parcel Identifier (SPI): **807\PS738895**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1002492**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 K2**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

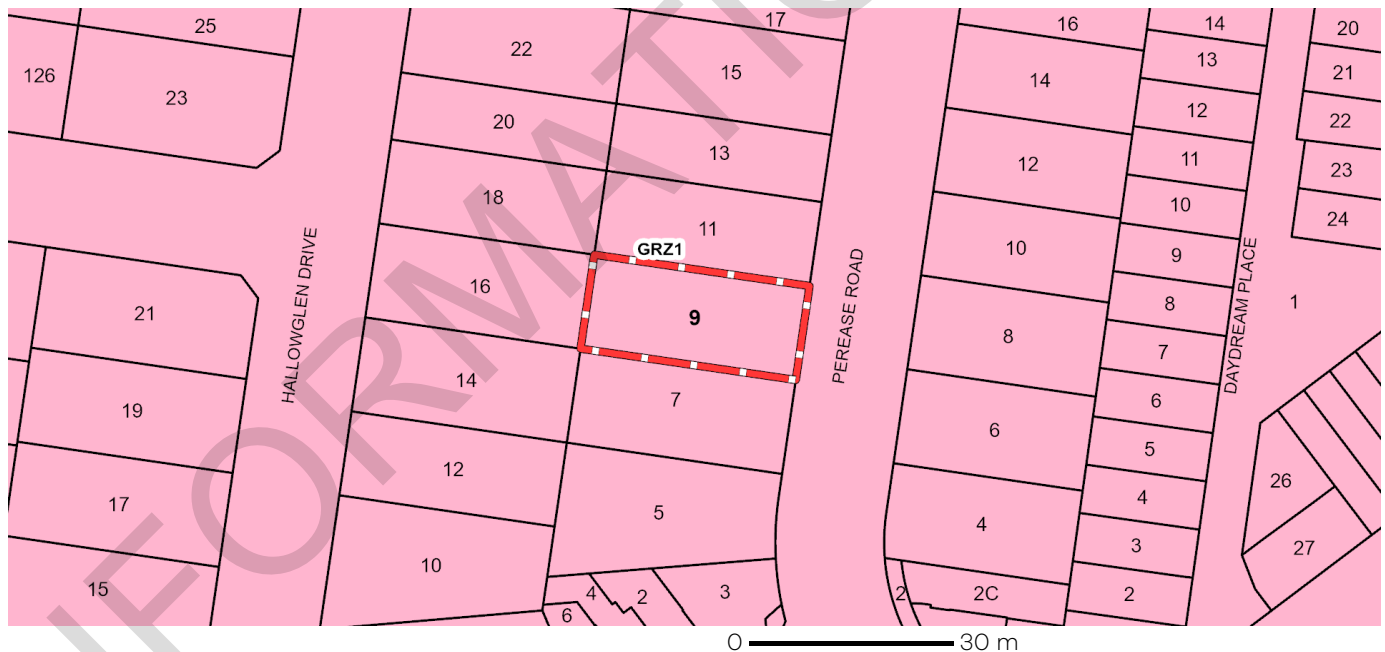
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



**GRZ - General Residential**

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

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 \(DCPO10\)](#)



 **DCPO - Development Contributions Plan Overlay**

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 \(DPO21\)](#)



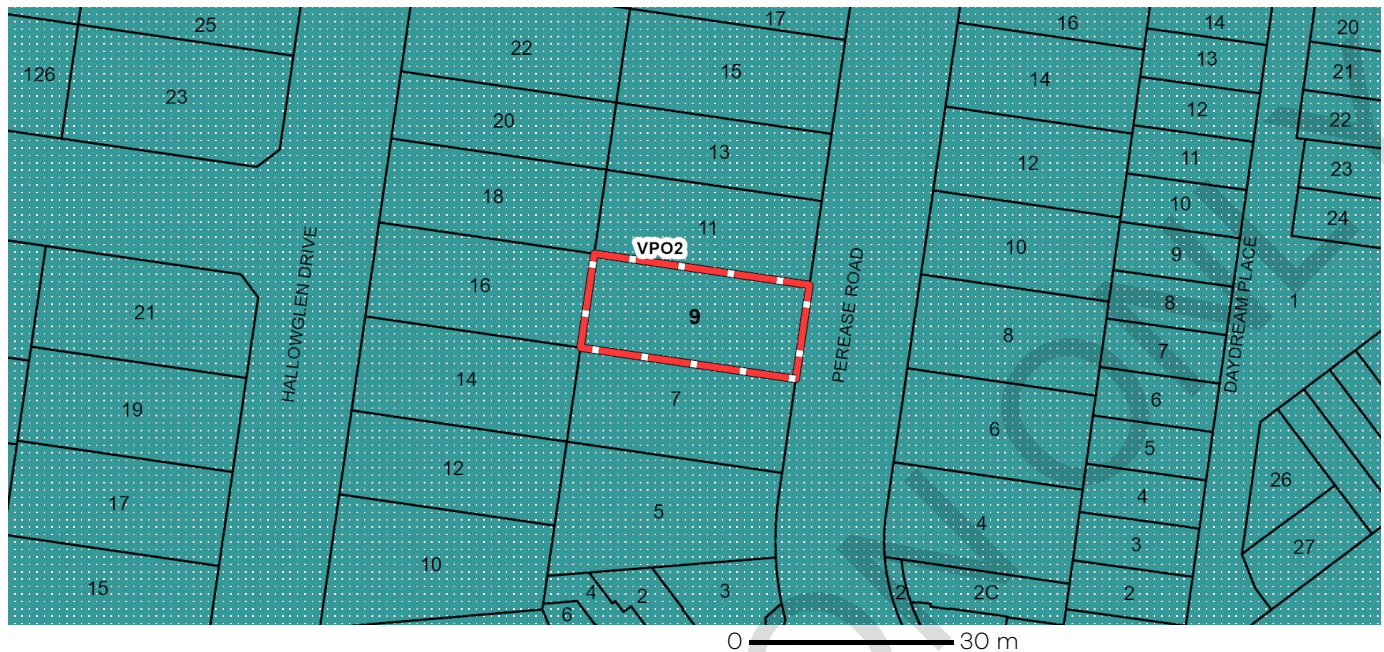
 **DPO - Development Plan Overlay**

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

## Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



**VPO - Vegetation Protection Overlay**

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

## Further Planning Information

Planning scheme data last updated on 22 May 2024.

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

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

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

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

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

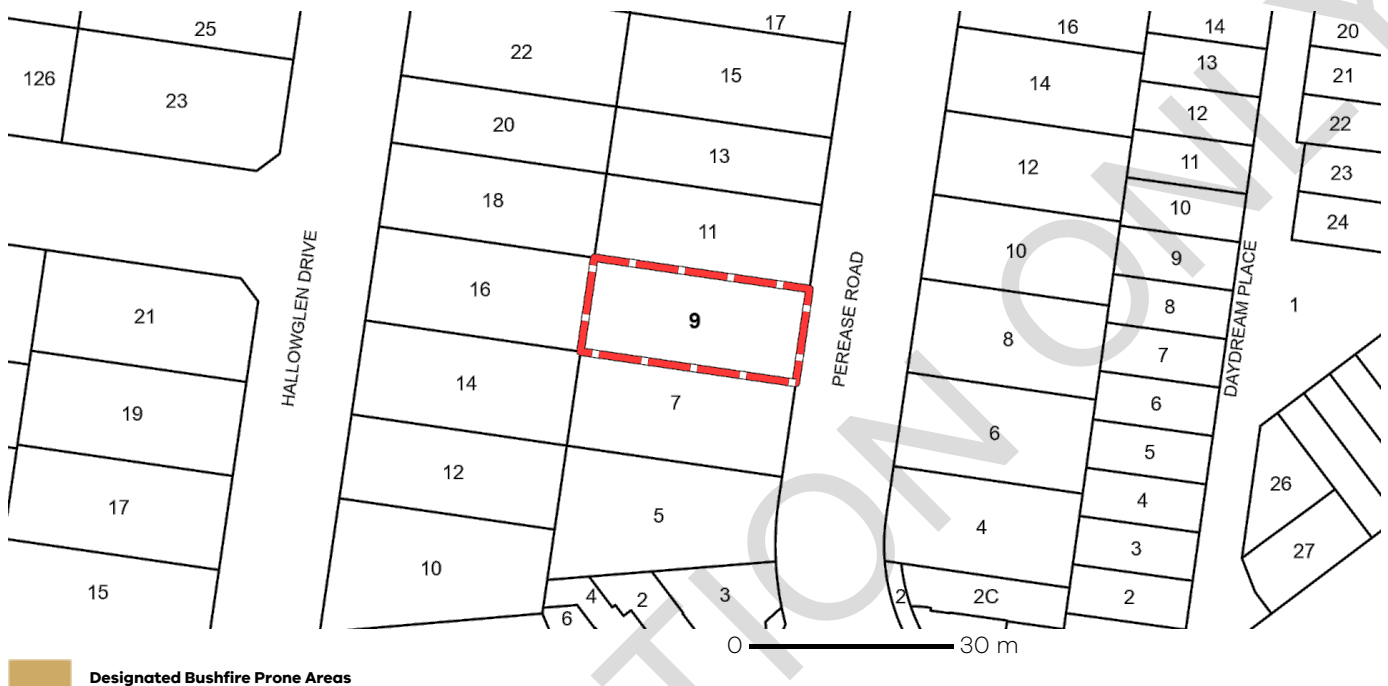


## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ryans Law Offices C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 402619

NO PROPOSALS. As at the 27th May 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 PEREASE ROAD, WOLLERT 3750  
CITY OF WHITTLESEA

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

Date of issue: 27th May 2024

Telephone enquiries regarding content of certificate: 13 11 71



## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 9 PEREASE ROAD  
SUBURB: WOLLERT  
MUNICIPALITY: WHITTLESEA  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 181 Reference K2  
DATE OF SEARCH: 27th May 2024

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

## Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)

# Domestic Building Insurance Certificate of Insurance

Policy Number 420069069BWI-11

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



A. DI DONATO & S. DI DONATO  
33 MIRANDA RD  
RESERVOIR 3073

Name of Intermediary  
AIS BUILDERS WARRANTY  
P O BOX 7660  
MELBOURNE VIC 3004

Account Number  
42BWAIS00  
Date Issued  
02/02/2017

## Policy Schedule Details

### Certificate in Respect of Insurance

#### Domestic Building Contract

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 QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of 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.

#### Domestic Building Work

##### At the property

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

75555  
LOT 807, PEREASE ROAD  
WOLLERT VIC 3750

##### Carried out by the builder

DENNIS FAMILY HOMES PTY LTD  
ACN: 056 254 249

**Important note:** 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 QBE IMMEDIATELY. If these details are incorrect, the domestic building work will not be covered.

##### For the building owner

A. DI DONATO & S. DI DONATO

##### Pursuant to a domestic building contract dated

24/01/2017

##### For the contract price of

\$277,040.00

##### Type of cover

Cover is only provided if DENNIS FAMILY HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

##### 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\*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses\*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price\*

\*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, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 420069069BWI-11

QBE Insurance (Australia) Ltd  
828 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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 QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$821.00
GST	\$82.10
Stamp Duty	\$90.31
<b>Total</b>	<b>\$993.41</b>

**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.

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 420069069BW1-11

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

**CERTIFICATE OF INSURANCE**

**YOUR DOMESTIC BUILDING CONTRACT**

Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Carried out by  
the builder:

→ ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678

**MATCH**

Both name of  
builder and ACN  
or ABN match



Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Builder:

→ ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678



Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Carried out by  
the builder:

→ JOHN CITIZEN  
ABN: 12 345 678 910

**NO MATCH**

Call QBE,  
name of builder  
does not match



Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Builder:

→ CITIZEN CONSTRUCTIONS  
PTY LTD  
ACN: 12 345 678



Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Carried out by  
the builder:

ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678

**NO MATCH**

Call QBE,  
ABN or ACN  
does not match



Owner:

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Builder:

ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 87 956 123



**FORM 16**

**Building Act 1993**

**Building Regulations 2018**

**Occupancy Permit - 2748420174722/0**

**Property details**

Lot 807 9 Perseus Road, Wollert

Lot 807

PS738895

Vol 11898

Folio 162

Municipal District City of Whittlesea

Crown allotment N/A

Section N/A

Parish N/A

County N/A

**Building permit details**

Building permit number 2748420174722/0

2016 version of BCA applicable to building permit

**Building details**

Building to which permit applies Single Storey

BCA Class of building 1st

Dwelling and Garage

Maximum permissible 1.5 floor live load

Permitted use Residential

Storeys contained 1

**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
	An Performance Solution was used to determine compliance to allow the weepholes below the min paved level as per performance clause P2.2.2 & P2.2.3

**Conditions to which this permit is subject**

Occupation is subject to the following conditions -

(2) Other conditions

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- External steps & landings to be maintained to comply with BCA 3.9.
- Facilities to be installed & connected at handover.

**Suitability for occupation**

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

**Relevant building surveyor**

Name David Madeira

Building practitioner registration number BS-U 27484

Occupancy permit no. 2748420174722/0

Date of issue: 07-August-2018

Date of final inspection: 20-June-2018

Municipal District: City of Whittlesea

Signature:



OCCUPANCY  
PERMIT

Certifier's Name	Simon Tranter	Licence No.	40177	Compliance Cert No.	Compliance Cert PIN
				14176145	37282

INSTALLATION ADDRESS			
Site Address	LOT 807 PEREASE ROAD		
Town/Suburb	WOLLERT	Post Code	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	22/02/2018	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	✓
6 Star Sustainability	X		

INSTALLATION INFORMATION
Roofing (stormwater)

INSTALLATION DETAILS
The metroll eaves gutter, slotted gutter with 6mm spacer overflow measures have been installed as a performance solution to meet the performance requirements of DP1.2 using Assessment Method A0.6(a) of the Plumbing Code of Australia 2016. Install valley irons to house and garage.

APPLIANCE/PRODUCT INFORMATION



## DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 Initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	22/02/2018

## IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

## IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At [www.vba.vic.gov.au](http://www.vba.vic.gov.au) you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

<b>Certifier's Name</b>	Kyle Belshaw	<b>Licence No.</b>	113143	<b>Compliance Cert No.</b>	14394249	<b>Compliance Cert PIN</b>	7037
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INSTALLATION ADDRESS			
<b>Site Address</b>	Lot 807 Perease Road		
<b>Town/Suburb</b>	Wollert	<b>Post Code</b>	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
<b>Date of completion of plumbing work</b>	2/08/2018	<b>'As Laid' plans lodged</b>	
<b>Value of plumbing work</b>	\$1000 - \$4999	<b>Water Authority 'Consent to Connect' number</b>	

TYPE OF WORK		GAS METER / LPG	
<b>Residential / Commercial</b>	Residential	<b>Authorisation number</b>	

SPECIALITY DETAILS			
<b>Modification details</b>	X	<b>Recreational vehicle's chassis number</b>	
<b>Cooling tower</b>	X	<b>Performance solution</b>	X
<b>6 Star Sustainability</b>	✓	<b>Solar installation</b>	

INSTALLATION INFORMATION
Water supply – restricted to domestic hot water services

INSTALLATION DETAILS
Rheem solar hot water panel installation including penetrations and termination of tails and lagging approximately 250 mm below roof line. Solar hot water panel is compliant with Sustainability Victoria list of systems capable of complying with the regulations so as to deliver the required performance as per AS/NZS 4234:2008.

APPLIANCE/PRODUCT INFORMATION

DECLARATION			
I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the <i>Building Act 1993</i> .			
The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	3/08/2018

IMPORTANT NOTE TO PRACTITIONERS
A misstatement of fact, including an omission, is an offence under the <i>Building Act 1993</i> .
This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS
Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the <i>Building Act 1993</i> . The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At <a href="http://www.vba.vic.gov.au">www.vba.vic.gov.au</a> you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

# CERTIFICATE OF ELECTRICAL SAFETY for Non-Prescribed Electrical Installation Work

ELECTRICITY SAFETY ACT 1998, ELECTRICITY SAFETY (INSTALLATIONS) REGULATIONS 2009

Certificate no.

6345 5790 1

## CERTIFICATE OF COMPLIANCE

### 1 Responsible Person (eg. electrical contractor, supervising electrician, electrician)

REC reg./licence no.

8156

Telephone no.

0418336585

Name

A.M. ELECTRICS

Business Address

62 HADDINGTON CRES GREENVALE

### 2 Licensed Electrical Installation Worker (eg. electrician)

Licence no.

E35961

Name

J. COTAJAR

### 3 Details of Electrical Installation

Name of customer

DE HNS

Address of installation  
(include lot no. if required)

LOT 807 RELEASE RD

Suburb or town

WOLLERT

Postcode

3750

Telephone

NMI (if available)

### 4 Electrical Work Undertaken

No. light points

51

No. single

6

Socket outlets

No. doubles

25

Have you installed contestable  
metering equipment or metering  
equipment associated with  
an embedded network?

Yes ☐ No ☒

Maximum demand in amps per phase on completion

440A

Consumers mains capacity in amps

40A

Description of work undertaken (if insufficient space, please attach list)

1 - OVEN  
4 - EX FANS  
2 - SIDER INTERCONNECTED

### 5 Has this electrical installation work failed a previous audit?

Yes ☐ No ☒

If yes, quote previous certificate number

### 6 Type of property where the electrical installation work is carried out; (refer back of certificate for types)

☒ 1 Domestic ☐ 2 Non Domestic ☐ 3 Construction

I, the licensed electrical installation worker named above, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (Installations) Regulations 2009.

Signature  
(Licensed Electrical Installation Worker)

6167

7 Date of completion of work

21/06/12

8 Date Certified

21/06/12

Electricity supplier code  
(refer back of certificate for codes) ☐

energy

VICTORIA

Creating a  
safer state with  
electricity and gas

NON-PRESCRIBED Customer copy

Please note: The electrical installation work described above may be

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

**VENDOR:  
ANTHONY DI DONATO AND  
STEPHANIE DI DONATO  
33 MIRANDA ROAD, RESERVOIR VIC 3073**

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**VENDORS STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO SECTION 32  
OF THE SALE OF LAND ACT 1962 ("THE ACT")**

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**PROPERTY:  
9 PEREASE ROAD, WOLLERT VIC 3750**

**MESSRS RYANS LAW OFFICES  
LAWYERS  
SHOP 1, 580 NICHOLSON STREET  
FITZROY NORTH VIC 3068  
TEL: (03) 9387 2455  
FAX: (03) 9388 1551  
REF: AS:KC:24/322  
DATE: 6 AUGUST 2024**