



FASTTRACK

CONVEYANCING

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This Firm Holds Professional Indemnity Insurance Policy Number: 000499L
Fasttrack Conveyancing Pty Ltd Holding A Licence Under The Conveyancers Act 2006 Licence Number: 000499L
Justine Kitchen - Director Licence No: 000498L. Persons holding a Licence under the Conveyancers' Act 2006

CONTRACT OF SALE OF REAL ESTATE

ADDRESS: 33 WOODMAN CIRCUIT, WOLLERT, VIC 3752

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

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

The terms of this contract are contained in the -

- Particulars of sale; and
- Special conditions, if any; and
- General conditions; and
- Vendor's Statement

and in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT.

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____ on ____ / ____ / 20

Print name of person signing _____

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') _____

This offer will lapse unless accepted within [30] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR _____ on ____ / ____ / 20

Print name of person signing **JARROD WILLIAM STURDY AND LAURA CARMEN STURDY**

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') _____

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

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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

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

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

CONTRACT OF SALE OF REAL ESTATE, GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

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 this 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 misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

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—
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - 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 release from the secured party releasing the property from the security interest; or
 - 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—
- that—
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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
 - 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—
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - 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 Properties 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—
- 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
 - 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:
- 21 days have elapsed since the day of sale; and
 - the purchaser has not reasonably objected to the title or reasonable required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- 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
 - 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:
- the purchaser must pay the balance; and
 - the vendor must:

- (a) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (b) 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 10.00 a.m. and 4.00 p.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 subsection 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 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.

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-
 - (a) there are no debts secured against the property; or
 - (b) if there are any debts, the total amount of those debts do 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 a 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 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.

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 -

- (a) the default is remedied; and
- (b) 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:
 - (a) retain the property and sue for damages for breach of contract; or
 - (b) 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.

Particulars of sale

VENDOR'S ESTATE AGENT

Name: HARCOURTS RATA & CO - THOMASTOWN

Address 1/337 SETTLEMENT ROAD, THOMASTOWN, VIC 3074

Telephone: (03) Fax: (03) 03 9464 3177 DX: Email: sold@rataandco.com.au

VENDOR

Name: JARROD WILLIAM STURDY AND LAURA CARMEN STURDY

Address

Telephone: Fax: DX: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: FASTRACK CONVEYANCING PTY LTD A.C.N 132 349 403

Address PO BOX 857, MOUNT WAVERLEY VIC 3149

Telephone: (03) 9915 5790 Fax: (03) 9038 4912 DX: Email: info@ftconveyancing.com.au

PURCHASER

Name:

Address:

Telephone: Mob: DX: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Telephone: Fax: Ref : Email:

PROPERTY ADDRESS

The address of the land is: 33 WOODMAN CIRCUIT, WOLLERT, VIC 3752

LAND (general conditions 3 and 9)

The land is described in the attached copy title(s) and plan(s) as:

Lot 528 on Plan of Subdivision PS832953Y and being the whole of the land described in Certificates of Title Volume 12342 Folio 190.

The land includes all improvements and fixtures.

GOODS sold with the land (general condition 2.3(f)) (List or attach schedule)

All fixed floor coverings, fixed electrical light fittings, window furnishings and any other fixture of a permanent nature, as inspected.

PAYMENT (general condition 11)

Price \$

Deposit \$ being 10% of the price payable at Contract Signing.

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 is a sale of a 'farming business' or '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 / /

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:

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:

SPECIAL CONDITIONS

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

Special Conditions

If the contract is subject to 'special conditions' then particulars of the special conditions are attached.

BUILDING AND PEST SPECIAL CONDITIONS

This contract does not include any Building and Pest Special conditions unless the words 'Building and Pest' appear in this box

If the contract is subject to 'the Building and Pest Special Conditions' then Special Condition 8 of this Contract applies, if nothing is in the above box, then Special Condition 8 DOES NOT apply to this Contract.

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Unless the context otherwise requires:

- 1.1.1. **Business Day** means a day other than a Saturday or a Sunday on which banks are open for business in Melbourne.
- 1.1.2. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.1.3. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.1.4. **Guarantee** means the guarantee and indemnity required under special condition 2.7 in the form in Annexure 1.
- 1.1.5. **Guarantor** means anyone who gives or signs a Guarantee.
- 1.1.6. **Land** means the land described in the particulars of sale
- 1.1.7. **PPSA** means the Personal Property Securities Act 2009 (Cth).
- 1.1.8. **Responsible Authority** means any authority exercising statutory rights, powers or duties with respect to the Land or services to the Land or any person exercising such rights, powers or duties.
- 1.1.9. **Sale of Land Act** means the Sale of Land Act 1962.
- 1.1.10. **Substance** means any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or other substance or infestation in or under the Land.
- 1.1.11. **Vendor's Statement** means the statement pursuant to Section 32 of the Sale of Land Act in accordance with Division 2 of Part II of that Act, which is attached to this contract.

1.2. Interpretation

- 1.2.1. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.2.2. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.2.3. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.2.4. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the Land but shall continue in full force and effect.

- 1.2.5. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

2. GENERAL

2.1. Vendor's Statement and Due Diligence Checklist

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist.

2.2. Entire Agreement

The parties acknowledge there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.

2.3. Certain General Conditions Excluded or Varied

- 2.3.1. General condition 7, 8 and sub-clauses 24.4 to 24.6 inclusive of general condition 24 do not apply to this contract.

- 2.3.2. General condition 6 is deleted and replaced by the following:

- "6.1 The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement.
- 6.2 If the purchaser has not delivered the transfer of land as required by general condition 6.1:
- (a) the vendor is not obliged to complete this contract;
 - (b) the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - (c) must pay interest from the settlement date until the expiry of 7 business days after delivery of the transfer.
- 6.3 The delivery of the transfer of land document is not acceptance of title.
- 6.4 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."

- 2.3.3. General condition 11.6 is amended by changing the reference to "3 bank cheques" to "5 bank cheques".

- 2.3.4. General condition 12.1(a)(ii) is deleted and replaced by the following:

"12.1(a)(ii) if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and"

- 2.3.5. General condition 12 is varied to include the following:

- "12.4 If the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii) as the case may be."
- "12.5 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."

- 2.3.6. General condition 18 is deleted and replaced by the following:

- "18.1 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.*
- 18.2 The nomination form shall be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:*
- (a) agrees to be bound by the obligations of the purchaser under this contract; and*
 - (b) gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser's agreement under general condition 13.6."*

2.3.7. For the purposes of general condition 15:

- 2.3.7.1. where the day of sale is before 1 January 2024, periodic outgoings to be apportioned between the parties pursuant to general condition 15.1 shall include land tax assessed against the Land; and
- 2.3.7.2. despite anything to the contrary in this contract, where the day of sale is on or after 1 January 2024, periodic outgoings to be apportioned between the parties pursuant to general condition 15.1 shall exclude land tax and general conditions 15.2(b) and 15.2(c) shall be deleted and do not apply to this contract. For the avoidance of doubt, the vendor shall be liable to pay all land tax (if any) assessed against the Land up to and including the year during which settlement takes place.

2.3.8. General condition 26 is amended by replacing "2%" with "5%".

2.3.9. If the deposit paid is more than 10% of the price then the parties agree that general condition 28.4(a) is amended to read:

"28.4(a) The deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract."

2.4. Notices

2.4.1. All notices and other communications provided for or permitted by this contract must be sent by:

2.4.1.1. prepaid mail;

2.4.1.2. hand delivery;

2.4.1.3. facsimile; or

2.4.1.4. email,
to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.

2.4.2. Each notice or communication will be deemed to have been duly received:

2.4.2.1. not later than two business days after being deposited in the mail with postage prepaid;

2.4.2.2. when delivered by hand;

- 2.4.2.3. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number; or
 - 2.4.2.4. if sent by email at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the notice is taken to be received at 9.00am (addressee's time) on the next Business Day.
- 2.4.3. A notice or other communication connected with this contract has no legal effect unless it is in writing.
- 2.4.4. A notice sent or delivered in a manner provided by special condition 2.4.1 must be treated as validly given to and received by the party to which it is addressed even if:
 - 2.4.4.1. the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or
 - 2.4.4.2. the notice is returned unclaimed.
- 2.4.5. A party may change its address for service, facsimile number or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.
- 2.4.6. If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.
- 2.4.7. Any notice to a party may be given to its lawyer by any of the means listed in special condition 2.4.2 to the lawyer's business address, facsimile number or email address.

2.5. Release of Security Interest

- 2.5.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the PPSA applies.
- 2.5.2. Subject to special condition 2.5.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement:
 - 2.5.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the Land to reflect the release of the Land from the security interest; or
 - 2.5.2.2. a written document from the holder of the security interest stating that the Land is not subject to the security interest.
- 2.5.3. The vendor is not obliged to comply with special condition 2.5.2 if;
 - 2.5.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;
 - 2.5.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
 - 2.5.3.3. the purchaser will take the Land free of security interest by operation of Part 2.5 of the PPSA.

2.6. Goods

The property in any goods sold by this contract (**Goods**) will not pass to the purchaser until payment of the whole of the purchase money.

2.7. Guarantee

- 2.7.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser will procure the execution of the Guarantee by each of the directors of the corporation immediately upon execution of this contract.
- 2.7.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the purchaser will be in breach of this contract. Time will be of the essence of this special condition.
- 2.7.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 2.7.1 with respect to that director.
- 2.7.4. In this special condition, "purchaser" includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

2.8. Deposit

- 2.8.1. The vendor and purchaser authorise the vendor's solicitors to invest the deposit in an interest bearing account and hereby agree that if the deposit is so invested any interest which accrues on the deposit money shall be paid to the party entitled to the deposit on the date on which the deposit money is released to that party and any tax credit will belong to whichever party is entitled to receive the interest on the deposit. For the purposes of this special condition the expression 'interest' shall be deemed to mean all interest which has accrued in respect of the special purpose banking account referred to in this contract less all stamp and other duties payable in respect of such account and any tax deducted from such account because of failure to supply any relevant tax file number.
- 2.8.2. On completion or the ending of this contract the party entitled to the deposit shall also be entitled to all accrued interest (less charges and fees incurred in investing and withdrawing the deposit).
- 2.8.3. If the deposit is invested in an interest bearing account, the vendor and purchaser authorise the vendor's solicitors to, at any time prior to settlement, withdraw the deposit invested in an interest bearing account and hold the deposit and interest accrued in the vendor's solicitors' trust account to be dealt with in accordance with the terms of this contract and the Sale of Land Act.
- 2.8.4. The vendor and the purchaser shall do all things and shall execute or sign all forms and other documents necessary to enable the vendor's agent or solicitor to open the interest bearing account and generally to give effect to the terms of this contract including, without prejudice to the generality of the foregoing, supplying any relevant tax file number or numbers.
- 2.8.5. For the avoidance of doubt, nothing contained in this special condition imposes an obligation on the vendor or the vendor's solicitors to invest the deposit in an interest bearing account.
- 2.8.6. The vendor's solicitor shall not be responsible in any way for any loss occasioned by the investment of the deposit and the party entitled to the deposit on the completion or termination of this contract (whichever in fact occurs) shall bear the risk of the loss of the deposit.

2.9. Duty

- 2.9.1. The vendor does not make any warranty or representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all stamp duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.
- 2.9.2. The purchaser must not make any Claims, requisition or objection or delay settlement because of any matter referred to in or contemplated by this special condition.

2.10. Foreign Investment Review Board

- 2.10.1. The purchaser warrants to the vendor that:
- 2.10.1.1. the purchaser has not breached section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) in entering into this contract; and
 - 2.10.1.2. the purchaser has obtained:
 - 2.10.1.2.1. any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth); and
 - 2.10.1.2.2. any other approval required from any authority under any other law to enter into this contract.
- 2.10.2. If any warranty in special condition 2.10.1 is untrue in any way:
- 2.10.2.1. the purchaser will be in default under this contract; and
 - 2.10.2.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty; and
 - 2.10.2.3. the warranties and indemnities contained in this special condition do not merge upon settlement.
- 2.10.3. This warranty and indemnity shall not merge upon settlement.

2.11. Indemnity

- 2.11.1. The purchaser indemnifies the vendor against all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this contract.
- 2.11.2. The indemnity in this special condition cannot be revoked.
- 2.11.3. The indemnity in this special condition is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.
- 2.11.4. This special condition shall not merge on settlement.

2.12. Foreign resident capital gains withholding

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

- 2.12.2. Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 2.12.3. This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 2.12.4. 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.
- 2.12.5. The purchaser must:
- 2.12.5.1. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - 2.12.5.2. ensure that the representative does so.
- 2.12.6. 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:
- 2.12.6.1. 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 special condition if the sale of the property settles;
 - 2.12.6.2. promptly provide the vendor with proof of payment; and
 - 2.12.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
 - 2.12.6.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 2.12.6.5. any other provision in this contract to the contrary.
- 2.12.7. The representative is taken to have complied with the obligations in special condition 2.12.6 if:
- 2.12.7.1. 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
 - 2.12.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.12.8. 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.
- 2.12.9. 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.

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

2.13. Sale by Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land Act Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

2.14. Adjustments

- 2.14.1. The Purchaser must provide a Statement of Adjustments in accordance with General Condition 15 no later than 5 business days before settlement, along with all new and current Certificates used to calculate the adjustments. The Vendor does not consent to the purchaser using Certificates that are dated more than 60 days before the settlement date (this includes any mutually agreed extended settlement date) or are updates of the Certificates used in the Section 32 which are not current within the 60 day period before settlement.
- 2.14.2. Should the Purchaser not provide the adjustments in accordance Special Condition 3.4.1 and provide current Certificates with their Adjustments, then the Vendor can delay settlement by 5 business days, or such any reasonable time is required to arrange to order updated Certificates themselves and the cost of these Certificates (which will be confirmed once the order has been completed) including an administration fee of \$50.00 will be charged at settlement and payable by the Purchaser to the Vendor's legal representative.

3. CONDITION OF LAND

3.1. Planning

- 3.1.1. The Land is sold subject to:
- 3.1.1.1. any deficiency in area, measurements, boundaries, occupation, title starting point or otherwise of the Land;
 - 3.1.1.2. any restriction as to use or development under any order, planning scheme, regulation, by-law, permit or approval, made issued or imposed by any Responsible Authority;
 - 3.1.1.3. all registered and implied easements existing over or upon or affecting the Land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the Land; and
 - 3.1.1.4. any restriction on use or development under any planning schemes affecting the Land.
- 3.1.2. The purchaser acknowledges and agrees:
- 3.1.2.1. any improvements on the Land may be subject to or require compliance with Victorian Building Regulations, the Building Code of Australia, the Building Regulations 1994, municipal by-laws, relevant statutes, regulations including any applicable planning instruments, agreements or impediments and other laws;
 - 3.1.2.2. the purchaser has purchased the Land, improvements and goods as a result of the purchaser's own inspection or inquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and the vendor is under no liability or obligation to the purchaser to carry out any repairs, alterations or improvements whatsoever;

3.1.2.3. that neither the vendor nor its representatives have made any representations or warranties as to the matters referred to in this special condition or the state of the Land or the fitness of the Land for any lawful purpose and does not rely in any way on the vendor to provide to the purchaser any further information.

3.1.3. The purchaser acknowledges and agrees that the vendor does not warrant or represent that any use or development of the Land will be:

3.1.3.1. acceptable to a Responsible Authority; or

3.1.3.2. suitable for any purpose of the purchaser.

3.2. Substances

3.2.1. The purchaser acknowledges and agrees with the vendor that:

3.2.1.1. the purchaser has made enquiries and satisfied itself in respect of the presence of any Substance on or under the Land;

3.2.1.2. that neither the vendor nor its representatives have made any representations or warranties as to the matters referred to in this special condition or the state of the Land or the fitness of the Land for any lawful purpose and does not rely in any way on the vendor to provide to the purchaser any further information; and

3.2.1.3. the purchaser purchases the Land subject to any Substance (whether arising before or after the day of sale).

3.2.2. From settlement, the purchaser:

3.2.2.1. indemnifies and must keep indemnified the vendor against all Claims which may be brought against the vendor or the purchaser in respect of any injury, illness or death arising from the use of the Land or soil from the Land, except to the extent caused or contributed by the vendor; and

3.2.2.2. forever releases and discharges the vendor to the full extent permitted by law from all Claims resulting from any Substance.

3.2.3. Without limiting any obligation of the vendor under environmental law, the purchaser agrees and declares that the vendor will have no obligation whatsoever in respect of any Substance.

3.2.4. This special condition will not merge with settlement.

3.3. Solar Panels

3.3.1. If the property includes Solar Panels the Vendor makes no representations or warranties in relation to their condition, state of repair and fitness for purpose, or regarding their in-put to the electricity grid or any benefits arising from the electricity generated by the Solar Panels. The Purchaser acknowledges and agrees that any current arrangements with an electricity supplier will cease at Settlement and the Purchaser will be responsible for negotiating their own arrangements with an electricity supplier regarding the Solar Panels.

4. PURCHASER'S ACKNOWLEDGMENTS AND OBLIGATIONS

4.1. Purchaser's acknowledgements

4.1.1. The purchaser acknowledges, warrants and agrees that:

- 4.1.1.1. it has negotiated this contract with the assistance of its legal advisers and accepts that it relies on only those matters expressly set out in this contract in executing this contract;
- 4.1.1.2. it has taken all action necessary to enable this contract to be executed;
- 4.1.1.3. any statement, representation, warranty, undertaking or other provision not expressly set out in this contract has not been relied upon and will have no force or effect; and
- 4.1.1.4. the claims of the purchaser against the vendor related to this contract, the purchase of the Land and the related negotiations are intended by the parties to be limited to any statement, representation, warranty, undertaking or other provision expressly set out in this contract. Accordingly, the purchaser release the vendor and its advisers from all actions, claims, proceedings, demands, costs, expenses, loss or damage which it has or may have arising out of the negotiations for and content of this contract other than as expressly set out in this contract.
- 4.1.2. The purchaser warrants and represents to the vendor, as an inducement to the vendor to enter into this contract and to sell the Land, and it is a condition of this contract that, at the date of this contract:
 - 4.1.2.1. the execution and delivery of this contract has been properly authorised by all necessary corporate action of the purchaser;
 - 4.1.2.2. the purchaser has full corporate power and lawful authority to execute and deliver this contract and to consummate and perform or cause to be performed its obligations under this contract;
 - 4.1.2.3. this contract and any matter in relation to it do not conflict with or result in a breach of or default under any provision of its constitution or any material term or provision of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound; and
 - 4.1.2.4. this contract constitutes a legal, valid and binding obligation on the purchaser enforceable in accordance with its terms by appropriate legal remedy.
- 4.1.3. The purchaser acknowledges that:
 - 4.1.3.1. the vendor has given it an effective opportunity to negotiate the terms of this contract;
 - 4.1.3.2. the terms of this contract take into account the specific characteristic of the purchaser and the transaction negotiated between the vendor and purchaser; and
 - 4.1.3.3. the vendor has provided the purchaser with the opportunity to obtain legal advice in relation to the terms of this contract and that the purchaser has negotiated this contract with the assistance of its legal advisers.
- 4.1.4. The purchaser acknowledges and agrees that the warranties, representations and acknowledgements it has given or made to the vendor in this special condition have been an inducement to the vendor to enter into this contract.

4.2. Purchaser's default

- 4.2.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:

- 4.2.1.1. an order is made or a resolution is passed for the winding up of the purchaser;
- 4.2.1.2. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
- 4.2.1.3. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
- 4.2.1.4. execution is levied against the purchaser, and is not satisfied within 30 days; or
- 4.2.1.5. a Guarantor who is a natural person:
 - 4.2.1.5.1. becomes bankrupt;
 - 4.2.1.5.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966;
 - 4.2.1.5.3. makes an assignment for the benefit of their creditors; or
 - 4.2.1.5.4. enters into a composition or arrangement with their creditors.
- 4.2.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 4.2.2.1. the remedy by the purchaser of the relevant default;
 - 4.2.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default; and
 - 4.2.2.3. payment of the vendor's reasonable legal costs (on a solicitor client basis) and disbursements incurred in connection with the default.

4.3. Purchaser as Trustee

- 4.3.1. If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser covenants that the purchaser is empowered to execute this contract and the purchaser represents and covenants with the vendor as follows:
 - 4.3.1.1. that the purchaser is the sole trustee of the Trust and executed this contract as such trustee bona fide for the purposes of the Trust as well as in the purchaser's own right;
 - 4.3.1.2. that this contract will be binding not only on the purchaser but upon any successor of the purchaser as trustee of the Trust, and that the purchaser will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor;
 - 4.3.1.3. the purchaser will not resign as trustee of the Trust or appoint a new or additional trustee of the Trust unless the new trustee covenants to be bound by the terms of this contract, in a form approved by the vendor, acting reasonably;
 - 4.3.1.4. that the purchaser will duly and punctually perform and observe all the duties and obligations of the purchaser as such trustee pursuant to the Trust and will not without the consent in writing of the vendor first obtained (which will not be unreasonably withheld):
 - 4.3.1.4.1. cause the Trust to vest;

- 4.3.1.4.2. permit the purchaser to become disqualified from continuing to act as such trustee; or
- 4.3.1.4.3. do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the Trust or prejudice the right of the purchaser as trustee of the Trust to be indemnified from the trust fund;
- 4.3.1.5. that the purchaser will inform the vendor in writing immediately upon notice of any proposal for a change of trustee of the Trust or change in the trust deed coming to the purchaser's attention; and
- 4.3.1.6. that nothing contained or implied in this special condition or in any notification given to the vendor by or on behalf of the purchaser (whether before or after the day of sale) will oblige or require the vendor to take notice of any actual, contingent or future interest of any person in or under the Trust and the vendor will be entitled to exercise all of its rights, powers, authorities and discretions conferred by this contract or by law or implied in the same manner and to the same extent as if the purchaser executed this contract in the purchaser's own right.

5. ELECTRONIC CONVEYANCING

5.1. Election

- 5.1.1. Subject to special condition 5.1.2, the parties agree that settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 5.1.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

5.2. Process

- 5.2.1. Each party must:
 - 5.2.1.1. be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 5.2.1.2. 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
 - 5.2.1.3. conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 5.2.2. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 5.2.3. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 5.2.4. Settlement occurs when the workspace records that:
 - 5.2.4.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 5.2.4.2. if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

- 5.2.5. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 5.2.6. The vendor must before settlement:
- 5.2.6.1. deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - 5.2.6.2. 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;
 - 5.2.6.3. 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
 - 5.2.6.4. direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 5.2.7. 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.

6. NOT IN USE

7. GST WITHHOLDING

- 7.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 7.2 This special condition 7 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 special condition 7 is to be taken as relieving the vendor from compliance with section 14-255.
- 7.3 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.
- 7.4 The purchaser must:
- 7.4.1 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 special condition; and
 - 7.4.2 ensure that the representative does so.
- 7.5 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:

- 7.5.1 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 special condition on settlement of the sale of the property;
- 7.5.2 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
- 7.5.3 otherwise comply, or ensure compliance, with this special condition; despite:
 - 7.5.3.1 any contrary instructions, other than from both the purchaser and the vendor; and
 - 7.5.3.2 any other provision in this contract to the contrary.
- 7.6 The representative is taken to have complied with the requirements of special condition 7.5 if:
 - 7.6.1 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
 - 7.6.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.7 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:
 - 7.7.1 so agreed by the vendor in writing; and
 - 7.7.2 the settlement is not conducted through an electronic settlement system described in special condition 7.6.

However, if the purchaser gives the bank cheque in accordance with this special condition

- 7.8, the vendor must:
 - 7.8.1.1 immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 7.8.1.1 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.
- 7.9 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.
- 7.10 A party must provide the other party with such information as the other party requires to:
 - 7.10.1 decide if an amount is required to be paid or the quantum of it, or
 - 7.10.2 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.
- 7.11 The vendor warrants that:
 - 7.11.1 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

- 7.11.2 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.
- 7.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
 - 7.12.1 the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 7.11 ; or
 - 7.12.2 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)*.
- 7.13 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.
- 7.14 This special condition will not merge on settlement.

8. BUILDING AND PEST INSPECTION

- 8.1 This contract is subject to the purchaser obtaining a Building Inspection Report and a Pest Inspection Report from a qualified and registered building practitioner or architect and pest control operator within seven (7) days of the day of sale, if the relevant BOX on the particulars of sale page has been completed.
- 8.2 The vendor must allow the purchaser's inspectors reasonable access to be able to complete these reports within the required timeframe above.
- 8.3 If either of the said reports refers to major structural defects or major pest infestation (as the case may be), and as long as the purchaser is not in default of this contract, then the purchaser may end this contract, by providing written notice on the vendor or the vendor's agent within 7 days from the day of sale, along with a copy of the said report(s) referring to the major structural defect and/or major pest infestation (as applicable).
- 8.4 If the contract is terminated in accordance with this condition, all monies must be immediately refunded to the purchaser and neither party will have any Claim against the other.

9. CHRISTMAS PERIOD CLOSURE

- 9.1 The Purchaser acknowledges and agrees that the Vendor's Legal Representatives Office ("Office") is closed for the Christmas Period from 19 December 2025 to 6 January 2026 inclusive. In the event that the scheduled settlement date falls on a date during this timeframe, the parties agree that settlement shall be rescheduled to 7 January 2026.

ANNEXURE "A"

GUARANTEE AND INDEMNITY

TO:
(Vendor)

I/We, the guarantors named in the Schedule, Item 3

(Guarantors)

JOINTLY AND SEVERALLY AGREE:

Guarantee

1. In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:
 - 1.1 payment of the purchase money interest and all other monies payable under the Contract; and
 - 1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

Indemnity

2. If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

Continuing Guarantee and Indemnity

3. This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:
 - 3.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
 - 3.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.
 - 3.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.
 - 3.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.

- 3.5** The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

Guarantee Independent

- 4.** This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

Notice

- 5.** Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

Miscellaneous Provisions

- 6.** All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
- 7.** In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
- 8.** The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
- 9.** This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will enure for the benefit of the Vendor and successors and assigns.
- 10.** The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated
day of 20 for the purchase of the
Property.

2. Property:

3. Purchaser:

Name:

Address:

4. Guarantor:

Name:

Address:

EXECUTED as a deed

SIGNED SEALED AND DELIVERED by)

.....)

in Victoria in the presence of:)

)
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED SEALED AND DELIVERED by)

.....)

in Victoria in the presence of:)

)
Signature

.....
Signature of Witness

.....
Name of Witness

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE

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.

VENDOR **JARROD WILLIAM STURDY AND LAURA CARMEN STURDY**

PROPERTY **33 WOODMAN CIRCUIT, WOLLERT, VIC 3752**

1. FINANCIAL MATTERS

- 1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** affecting the land (and any interest on them) which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge:

B) Are contained in the attached certificate/s.

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

Not applicable

- 1.3 **Terms Contract**

The contract is not a terms contract.

- 1.4 **Sale Subject to Mortgage**

The land is not sold subject to a mortgage that will not be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

- 1.5 **Commercial and Industrial Property Tax**

1.1.1. The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024; and

1.1.2. To the best of the vendor's knowledge, the AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is 110.2.

2. INSURANCE

- 2.1 **Damage and Destruction**

The contract provides that the land remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

- 2.2 **Owner-Builder**

Particulars of any insurance required under the Building Act 1993 where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

- (b) To the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant, caveat or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the vendor's knowledge.

BUT NOTE: The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

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:

Not applicable.

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:

Not applicable.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

The land is not subject to a work-in-kind agreement.

7.2 GAIC Recording

The land is not subject to a GAIC recording.

8. SERVICES

No services are connected to the land, unless noted otherwise below:

Electricity supply ☒

Gas supply ☒

Water supply ☒

Sewerage ☒

Telephone services ☐

9. TITLE

Attached are copies of the relevant Title documents.

DATE OF STATEMENT:

Vendor's Signature:

JARROD WILLIAM STURDY AND LAURA CARMEN STURDY

The Purchaser acknowledges being given a copy of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF ACKNOWLEDGMENT:

Purchaser's Signature:

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

Page 1 of 1

VOLUME 12342 FOLIO 190

Security no : 124121941836E
Produced 12/02/2025 09:36 AM

LAND DESCRIPTION

Lot 528 on Plan of Subdivision 832953Y.
PARENT TITLE Volume 12313 Folio 845
Created by instrument PS832953Y 16/11/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LAURA CARMEN STURDY
JARROD WILLIAM STURDY both of 2 COUSIN DRIVE WANTIRNA SOUTH VIC 3152
AV126196X 13/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX566569K 15/12/2023
WESTPAC BANKING CORPORATION

COVENANT PS832953Y 16/11/2021

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

DIAGRAM LOCATION

SEE PS832953Y 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: 33 WOODMAN CIRCUIT WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 15/12/2023

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	PS832953Y
Number of Pages (excluding this cover sheet)	4
Document Assembled	12/02/2025 09:36

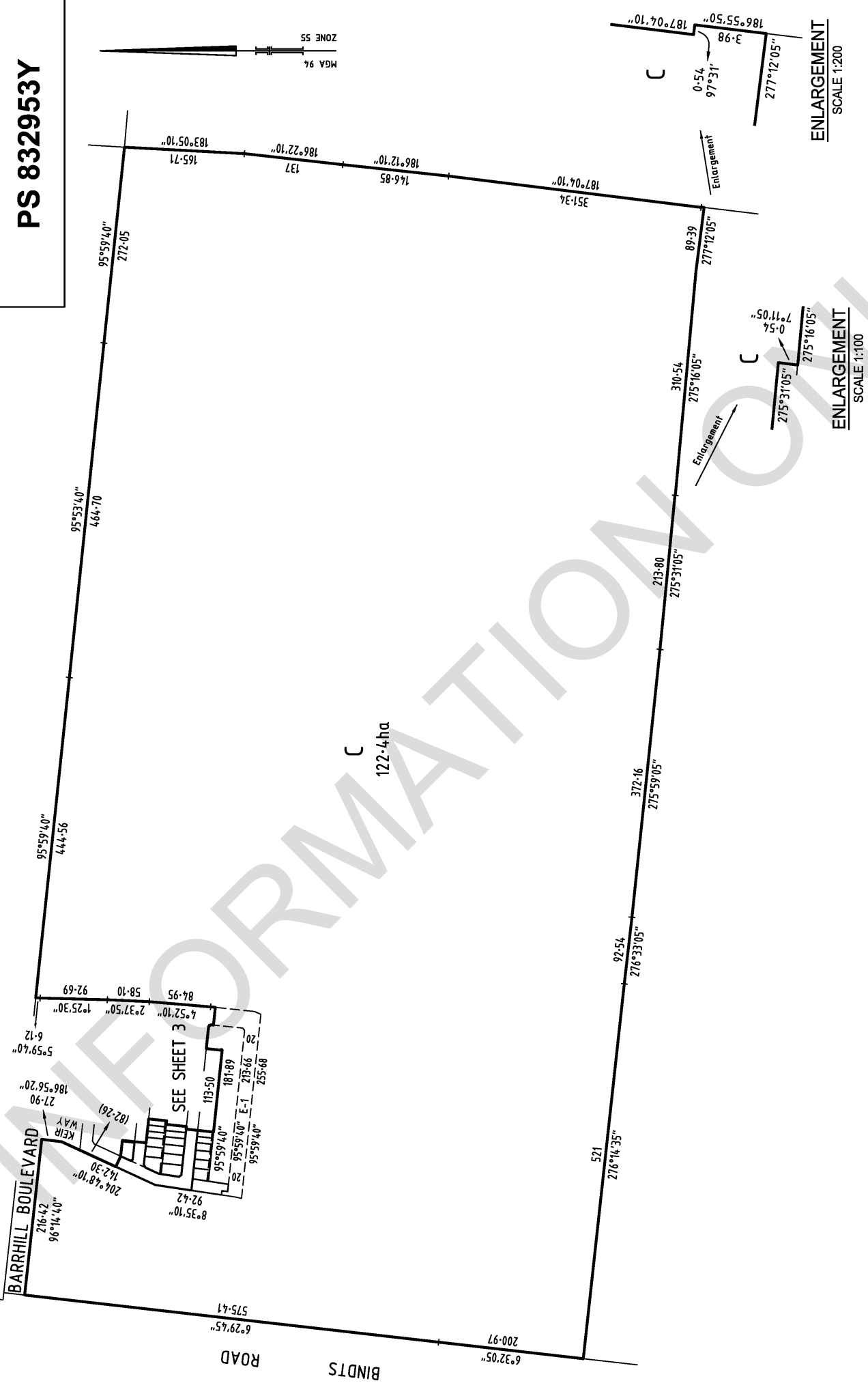
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PLAN OF SUBDIVISION			EDITION 1	PS 832953Y
LOCATION OF LAND PARISH: MORANG TOWNSHIP: - SECTION: 16 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 12313 FOL 845 LAST PLAN REFERENCE: LOT B on PS 822270L POSTAL ADDRESS: 100, 130 & 150 BINDTS ROAD (at time of subdivision) WOLLERT 3750 MGA94 CO-ORDINATES: E: 327 620 ZONE: 55 (of approx centre of land in plan) N: 5 835 410			Council Name: Whittlesea City Council Council Reference Number: 610448 Planning Permit Reference: 717388 SPEAR Reference Number: S167296P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 21/04/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Angela Cuschieri for Whittlesea City Council on 29/09/2021 Statement of Compliance issued: 03/11/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines. Lots A, B and 1 to 509 (both inclusive) have been omitted from this plan. Easement number E-4 has been omitted from this plan. <u>OTHER PURPOSE OF THIS PLAN:</u> 1. To remove by agreement that part of easement E-1 (drainage and sewerage) created in PS 822274C that lies within Road in this plan via Section 6 (1) (k) of the Subdivision Act 1988. 2. To remove by agreement that part of easement E-1 for the purposes of drainage created in PS 822274C that lies within Reserve No. 1 in this plan via Section 6 (1) (k) of the Subdivision Act 1988. 3. To remove by agreement easement E-6 (drainage and sewerage) created in PS 822270L that lies within Road in this plan via Section 6 (1) (k) of the Subdivision Act 1988.	
ROAD R-1 RESERVE No.1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION 15.24 metres below the surface applies to the land formerly in Vol 10310 Fol 978 & Vol 8590 Fol 159				
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No. 717388 This survey has been connected to permanent marks No(s). PM422, PM42, PM48 In Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	SEWERAGE	SEE DIAGRAM	PS 822274C	YARRA VALLEY WATER CORPORATION
E-1	DRAINAGE	SEE DIAGRAM	PS 822274C	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE DIAGRAM	PS 822274C	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAGRAM	PS 822274C	WHITTLESEA CITY COUNCIL
E-5	DRAINAGE	2	PS 822270L	WHITTLESEA CITY COUNCIL
RIVERHILLS ESTATE - STAGE 5 (19 LOTS)			AREA OF STAGE - 9674m²	
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 306979SV00		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (6), 02/09/2021, SPEAR Ref: S167296P		SHEET 1 OF 4
		PLAN REGISTERED TIME: 3:35 pm DATE: 16 / 11 / 2021 IT Assistant Registrar of Titles		

PS 832953Y

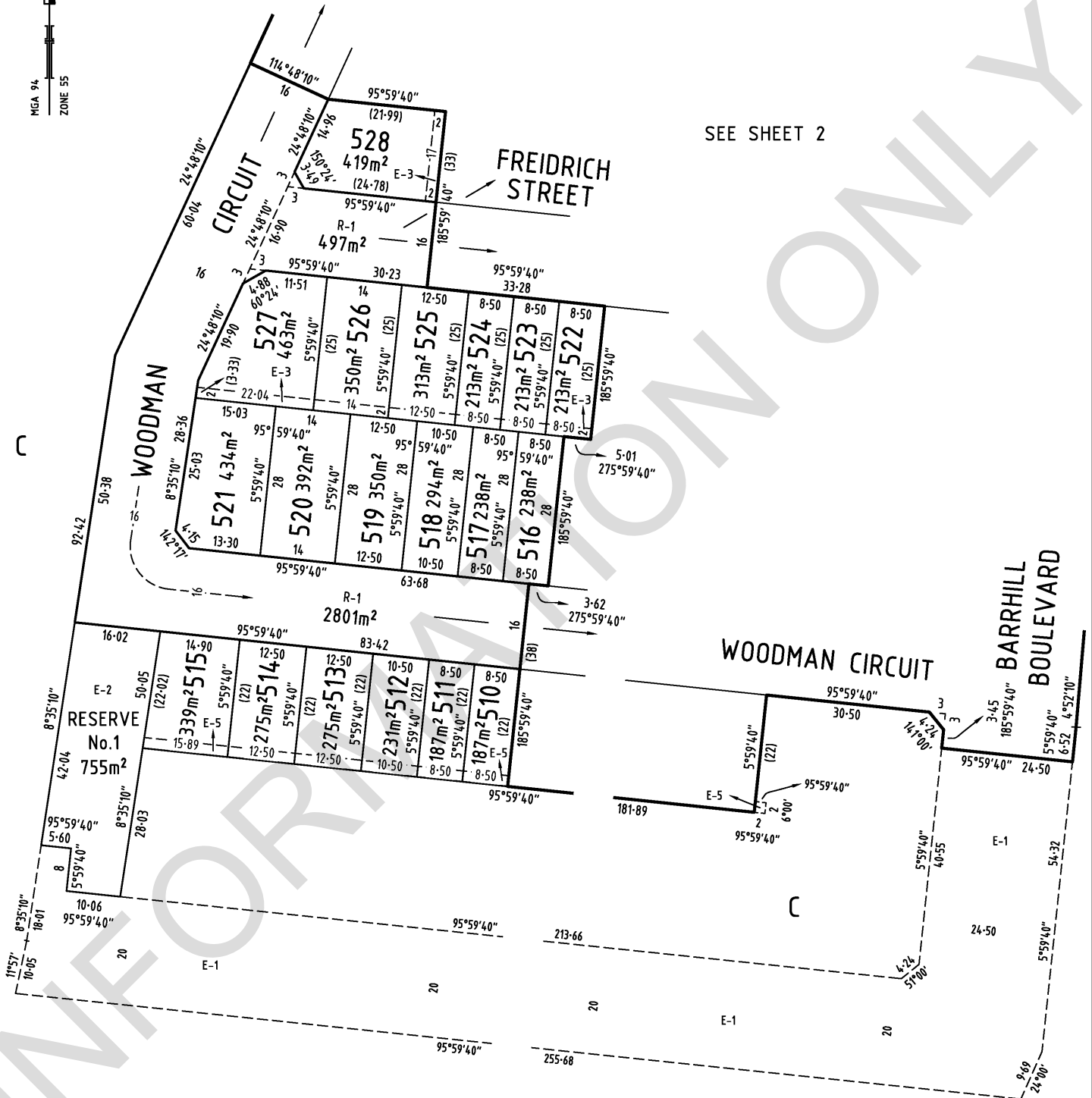


ENLARGEMENT
SCALE 1:200

ENLARGEMENT
SCALE 1:100

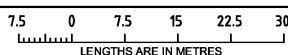
SURVEYOR'S FILE REF: 306979SV00	<div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7688 spireire.com.au</div> <div>spireire</div>	<div>SCALE 1: 5000</div> <div>50 0 50 100 150 200</div> <div>LENGTHS ARE IN METRES</div>	ORIGINAL SHEET SIZE: A3	SHEET 2
			Digitally signed by: Christopher Daniel Roddie, Licensed Surveyor, Whittlesea City Council, 29/09/2021, SPEAR Ref: S167296P	

PS 832953Y



SURVEYOR'S FILE REF: 306979SV00

SCALE
1: 750



ORIGINAL SHEET
SIZE: A3

SHEET 3

spiire

414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
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Digitally signed by: Christopher Daniel Rodie, Licensed
Surveyor,
Surveyor's Plan Version (6),
02/09/2021, SPEAR Ref: S167296P

Digitally signed by:
Whittlesea City Council,
29/09/2021,
SPEAR Ref: S167296P

PS 832953Y

CREATION OF RESTRICTION No. 1

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

Land to Benefit: Lots 515, 519 to 521 (both inclusive) and 525 to 528 (both inclusive) on this plan

Land to be Burdened: Lots 515, 519 to 521 (both inclusive) and 525 to 528 (both inclusive) on this plan

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Use the burdened land except in accordance with the provisions recorded in Memorandum of Common Provisions, Dealing No. AA7278.
Expiry date: 1 December 2031

CREATION OF RESTRICTION No. 2

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

Land to Benefit: Lots 510 to 514, 516 to 518 and 522 to 524 (all inclusive) on this plan

Land to be Burdened: Lots 510 to 514, 516 to 518 and 522 to 524 (all inclusive) on this plan

Lots 510 to 514, 516 to 518 and 522 to 524 (all inclusive) on this plan are defined as Type A lots under the Small Lot Housing Code (Victorian Planning Authority, November 2019).

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies must not:

1. Construct any building on any burdened lot unless that building conforms to the Small Lot Housing Code (Victorian Planning Authority, November 2019) incorporated into the Whittlesea Planning Scheme.
2. Further subdivide any burdened lot on this plan.

CREATION OF RESTRICTION No. 3

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

Land to Benefit: Lots 510 to 528 (both inclusive) on this plan.

Land to be Burdened: Lots 510 to 528 (both inclusive) on this plan.

Description of Restriction:

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

1. Construct the side wall of the first level of any dwelling on a corner lot:
(A) Less than 900 millimetres from the ground level wall that faces a side street; or
(B) With less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.
2. Construct any garage less than 5 metres from the title boundary at the front of the lot.
3. Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.
4. Construct a dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct a front fence on a residential lot except with the written consent of the Responsible Authority. Where a specific need for a fence can be demonstrated to the satisfaction of the Responsible Authority, such a fence may be no more than 1.2m high and 50% opaque.

CREATION OF RESTRICTION No. 4

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

For the purposes of this restriction:

The distance A to B referred to in Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" is 19 metres and A is the western boundary of Woodman Circuit and Reserve No.1 on this plan.

Land to Benefit: Lots 515, 521, 527 and 528 (both inclusive) on this plan.

Land to be Burdened: Lots 515, 521, 527 and 528 (both inclusive) on this plan.

Description of Restriction:

For the purposes of bush fire protection the registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

1. Construct a building within 19 metres of the western boundary of Woodman Circuit and Reserve No.1 on this plan, except as permitted under Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" or subsequent amendments to this standard.

SURVEYOR'S FILE REF: 306979SV00

ORIGINAL SHEET
SIZE: A3

SHEET 4

spiire

414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

Digitally signed by: Christopher Daniel Rodie, Licensed
Surveyor,
Surveyor's Plan Version (6),
02/09/2021, SPEAR Ref: S167296P

Digitally signed by:
Whittlesea City Council,
29/09/2021,
SPEAR Ref: S167296P

AA7278

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

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

Lodged by	
Name:	Hall & Wilcox
Phone:	03 9603 3699
Address:	Level 11, Rialto South Tower, 525 Collins Street, Melbourne, VIC 3000
Reference:	140497-Stage 5 Riverhills
Customer code:	19241U

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Riverhills Estate Stage 5

1 Preliminary

The matters addressed in this MCP are those that vary from the provisions in the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.

This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

2 Provisions

Plan of Subdivision PS 832953Y includes a notice of restriction enabling approved building envelopes in accordance with Regulation 71 in Part 5 of the Regulations. The provisions of this MCP are incorporated into the restrictions created by the Plan of Subdivision.

Any building on allotments 510 to 528 both inclusive within Plan of Subdivision PS 832953Y must be contained within the building envelope and comply with written notes contained within this MCP. The building envelopes are part of Planning Permit No. 717388 (The Permit), issued by the Whittlesea City Council on 20 December 2019, being created as a condition of that Permit.

Any building to be constructed on allotments to which this MCP applies and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP.

Plan of Subdivision PS 832953Y creates a number of restrictions in accordance with the conditions of Planning Permit No. 717388 (The Permit), issued by the Whittlesea City Council on 20 December 2019. The restrictions created on the Plan of Subdivision PS 832953Y override this MCP wherever there is a conflict between the two documents.

3 Text of restrictions

The matters which are restricted by the approved building envelopes provide for siting and design parameters different from those contained in Part 5 in the Regulations and Clause 54 in the Scheme and are as follows.

35271702A

V3

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

91ATLA

Page 1 of 12

THE BACK OF THIS FORM MUST NOT BE USED

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

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

3.1 Minimum street setbacks (Regulation 74 and Clause 54.03-1)

In the case of Lots 515, 521, 527 and 528, due to bushfire setback requirements, the restrictions set out in Restriction No. 4 on the Plan of Subdivision PS 832953Y override this MCP restriction wherever there is a conflict between the two.

A building must be set back from a street alignment in accordance with Regulation 74 (Minimum street setbacks) in Part 5 of the Regulations and Clause 54.03-1 in the Scheme, except as specified below.

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the following relevant building envelope plan.

In the case of corner lots, buildings must be setback a minimum of 2 metres from the secondary frontage street or, if applicable, the minimum distance noted on the relevant building envelope plan.

Encroachments:

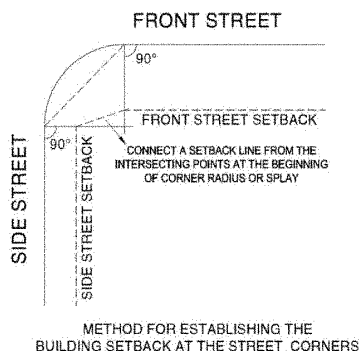
The following elements may encroach up to one (1) metre into the Front Setback:

- a) a portico;
- b) a verandah;
- c) a porch;
- d) eaves, gutter and fascia;
- e) sunblinds and shade sails;
- f) decks, steps and landings less than 800mm in height; and
- g) pergolas,

Provided that any such element must not be higher than 3.6 metres above natural ground level.

Diagram:- Splayed and Curved Street Frontages

Unless noted on the plan the minimum front setback on a splayed or curved street frontage must be taken in an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.



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3.2 Car parking (Regulation 78)

All Dwellings must have a Garage which complies with the following:

- a) Lots with Frontages equal to or greater than 12.5 metres in width must incorporate at least a double car Garage which is constructed of the same building materials as the Dwelling.
- b) A double Garage must have a minimum internal width of 5.5 metres and must not exceed six (6) metres in width.
- c) Any garage on an allotment must be set back not less than 0.5 metres behind the front building line (excluding encroachments) of the dwelling.
- d) A tandem Garage will only be permitted if agreed by the Design Panel.
- e) All Garage doors which face a Street must be a sectional overhead door, panel lift door, or a tilt-a-door that is complementary to the external colour scheme of the Dwelling.
- f) Roller doors must not be used for a Garage where visible from a Street.

3.3 Side and rear setbacks (Regulation 79 and Clause 54.04-1)

Side and rear setbacks on a lot must be in accordance with Regulation 79 (Side and rear setbacks) in Part 5 of the Regulations and Clause 54.04-1 in the Scheme, except as specified below.

- a) Unless shown otherwise in the Building Envelope Plan or provided for in any Restriction a minimum Side Setback of one (1) metre and a minimum Rear Setback of three (3) metres applies.
- b) On any allotment, the Side Boundary Profile for Side Boundaries marked with '0' or '1' on the Building Envelope Plan can be interchanged (on that lot) provided that there is a Profile Diagram Code A on one side boundary and a Profile Diagram Code B on the opposite side boundary. Therefore, Profile Diagram Code A can only be applied to one side boundary on that allotment. In the case of a corner allotment, the Side Boundary Profile for the Side Boundary marked with '0' or '1' on the Building Envelope Plan can be interchanged (on that lot) so that either Profile Diagram Code A or Profile Diagram Code B can be used on that side.
- c) The following elements may encroach into the Setback by not more than 0.5 metres:
 - i. a veranda;
 - ii. a porch;
 - iii. eaves, gutter and fascia;
 - iv. sunblinds and shade sails;
 - v. a pergola;
 - vi. masonry chimneys;
 - vii. flues and pipes;
 - viii. domestic water tanks; and
 - ix. heating and cooling equipment and other services,

subject at all times to any limitations imposed by any easement located within the Lot as well as the requirements of any party having the benefit of the easement.

Edge lots are not beneficiaries of the restriction described in 3.3 above.

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3.4 Walls and carports on boundaries (Regulation 80 and Clause 54.04-2)

Walls constructed on a boundary must be in accordance with Regulation 80 (Walls on boundaries) in Part 5 of the Regulations and Clause 54.04-2 in the Scheme, except as specified below.

Where this MCP and the Design Guidelines permit a Building to be constructed on the boundary of a Lot, the walls on that boundary (including, without limitation, any Garage walls) may have a maximum height of 3.6 metres.

Edge allotments are not beneficiaries of the restriction described in 3.4 above

3.5 Solar access to existing north-facing windows (Regulation 82 and Clause 54.04-4)

- a) Table 82 to the Regulations and Regulation 82(2) do not apply to that part of the Building that is proposed to be constructed on the boundary where:
 - i. this MCP the Design Guidelines or any Restriction permit the proposed Building to be constructed on the boundary; or
 - ii. the wall of that part of the proposed Building abuts a wall of another existing Building,
- b) Where the Building to be built on a Lot has two or more storeys:
 - i. the Profile Diagram (applicable to that Lot) replaces the setbacks and diagram contained in Regulation 82; and
 - ii. the Habitable Room windows for that Building may be located within the Non-Overlooking Zone of the respective Profile Diagram (applicable to that Lot).

3.6 Overshadowing of recreational private open space (Regulation 83 and Clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with Regulation 83 (Overshadowing of recreational private open space) in Part 5 of the Regulations and Clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Edge allotments are not beneficiaries of the restriction described in 3.6 above.

3.7 Overlooking (Regulation 84 and Clause 54.04-6)

Where the Building to be built on a Lot has two or more storeys, the Habitable Room windows for that Building may be located within the Non-Overlooking Zone of the Profile Diagram (applicable to that Lot) despite the requirements of Regulation 84.

Edge allotments are not beneficiaries of this restriction described in 3.7 above.

3.8 Daylight to habitable room windows (Regulation 85)

Where the eaves of the Building on the Lot encroach into the Side Setback, the dimensions of the area of the outdoor space or light court that is clear to the sky as referred to in Regulation 85 is to be measured from the external surface of the Habitable Room window of the Building facing the outdoor space or light court (instead of from the end of the eaves of the Building that overhang that Habitable Room Window).

3.9 Fences on or within 150mm of side or rear boundaries (Regulation 91)

Fences on the Side Boundaries and the Rear Boundary must comply with clause 4.

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4. Fences

- a) A boundary fence must be constructed in accordance with the Design Guidelines.
- b) Side and rear fencing must be 1.8 metres in height above the natural ground level.
- c) Fencing on the Side Boundary must begin no closer than one (1) metre behind the Front Building Line of the Building except where the Side Boundary forms the Rear Boundary of an adjoining Lot in which case the fencing is to continue to the front of the Lot.
- d) Side wing fencing is to be constructed of the same material and specifications as the side and rear fencing.
- e) Side gates must complement the architectural character of the Building and must not be higher than 1.8m above the natural ground level.

5. Siting and Design

5.1 Overall Requirements

Subject to the remaining provisions of this MCP, a Building on a Lot must be constructed:

- a) within the Approved Building Envelope
- b) in accordance with the Design Guidelines

5.2 Exemption from the need for report and consent of Council

If a Building which is proposed to be constructed on a Lot complies with this MCP in respect of the following matters:

- a) minimum street setbacks (Regulation 74);
- b) car parking (Regulation 78);
- c) side and rear setbacks (Regulation 79);
- d) walls and carports on boundaries (Regulation 80);
- e) solar access to existing north-facing windows (Regulation 82);
- f) overshadowing of recreational private open space (Regulation 83);
- g) overlooking (Regulation 84);

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- h) daylight to habitable room windows (Regulation 85);
- i) fences on or within 150mm of side or rear boundaries (Regulation 91),

the Building will not require the consent and report of the Council

5.3 Siting of a Building

- a) Except for any encroachment expressly permitted under this MCP or the Design Guidelines, a Building (other than a boundary fence) on a Lot must not be constructed outside the Approved Building Envelope.
- b) The siting of a Building within the Approved Building Envelope is subject to the provisions of this MCP and the Design Guidelines.
- c) If there is an inconsistency between a Restriction (other than a requirement of this MCP) and a requirement of this MCP, the Restriction will prevail.
- d) buildings must not cover registered easements unless provided for by the easement.

5.4 One Dwelling

Only one Dwelling may be constructed on each lot

5.5 Variation to siting and design

The siting and design of all Buildings must be approved by the Design Panel prior to an application for a building permit being made.

6. General

- a) DGM may, in its absolute discretion:
 - i. amend the Design Guidelines; and
 - ii. authorise a Building which does not comply with the Design Guidelines, provided that such Building complies with the Restrictions and provided that DGM considers that the non-compliance will not have a material adverse effect on any other Lot.
- b) Notwithstanding that a proposed Building may comply with the terms of this MCP, no construction of such Building may commence until a Building Permit is issued in relation to the Building.

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7. General definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified.

In the *Victoria Planning Provisions* prepared and approved under the Planning and Environment Act 1987 (Vic):

- Building

In Division 2 & Part 5 of *Building Regulations 2018* (Vic):

- Clear to the sky
- Height
- Pergola
- Private open space
- Setback
- Site coverage
- Allotment
- Street alignment

In the *Victoria Planning Provisions*:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Lot (Clause 72)
- Habitable room (Clause 72)
- Storey (Clause 72)

Additional definitions:-

Approved Building Envelope

The building envelope shown for a particular allotment in the building envelope plan attached to this MCP and has the same meaning as in Division 2 or the Regulations.

Building Act

The *Building Act 1993* (Vic).

Building Code of Australia

The code produced and maintained by the Australian Building Codes Board which is given legal effect by the Building Act.

Building Envelope

An area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this document, the Permit and the Scheme.

Building Envelope Plan

The plan which is attached to this MCP and which shows the approved building envelopes, certain setbacks and other related matters for the allotments within the plan of subdivision.

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Section 91A Transfer of Land Act 1958

Building Permit

A building permit under the Building Act.

Building Regulations

The Building Regulations 2018 (VIC) or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

Corner lot

A lot with a corner where each boundary connects to a street (excluding a laneway) or public open space.

Design Guidelines

The Design Guidelines prepared by DGM.

Design Panel

The design review panel appointed by DGM.

DGM

Dahua Group Melbourne No. 8 ACN 31619403244

Edge allotments

Allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision.

Front Building Line

The wall of the Building closest to the Principal Street Frontage (without taking into account an encroachment permitted by clause 3.1.

Front Setback

The Setback from the Principal Street Frontage.

Garage

An enclosed garage constructed primarily for the purpose of storage of motor vehicles.

Lot

A lot shown on the Plan.

Natural Ground Level

The ground level after engineering works associated with the subdivision are complete.

Non-Overlooking Zone

The zone marked as a 'Non-Overlooking Zone' in the Profile Diagram.

MCP

This Memorandum of Common Provisions.

On the boundary

Setback of up to 200 millimetres from the lot / property boundary is deemed to be on the boundary.

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Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Plan of Subdivision

The Plan of Subdivision referred to on page 1 of this MCP.

Principal Street Frontage

- i. where the Lot has a Frontage to one Street, that Frontage;
- ii. where the Lot has a Frontage to two or more Streets, the shortest Frontage (disregarding any splay corner) unless otherwise agreed by the Design Panel; or
- iii. where the Lot has a Frontage to two or more Streets and the Frontages are of equal length, the boundary determined by the Design Panel to be the main Frontage for the Lot.

Profile Diagram

The profile plans of a Building on a Lot, which plans are contained in this MCP.

Rear Boundary

The Lot boundary opposite the Principal Street Frontage, and in cases where a Lot has more than one Street Frontage, then the Lot boundary determined by the Design Panel to be the rear boundary for that Lot.

Rear Setbacks

The Setbacks from the Rear Boundary.

Regulation

A regulation under the Building Regulations

Restriction

The restrictions contained in the Plan of Subdivision and includes this MCP as well as the Building Envelope Plan

Scheme

The Whittlesea Planning Scheme.

Secondary Street Frontage

A Frontage abutting a Corner Lot that is not the Principal Street Frontage.

Side boundary

The boundary of a Lot that connects the Principal Street Frontage of that Lot to the Rear Boundary of that Lot and, where that Lot is a Corner Lot, includes the boundary along the Secondary Street Frontage of a Lot.

Side Setback

The Setback from the Side Boundary.

Small Lot Housing Code (SLHC)

The Small Lot Housing Code for allotments less than 300m² incorporated into the Whittlesea Planning Scheme.

Street

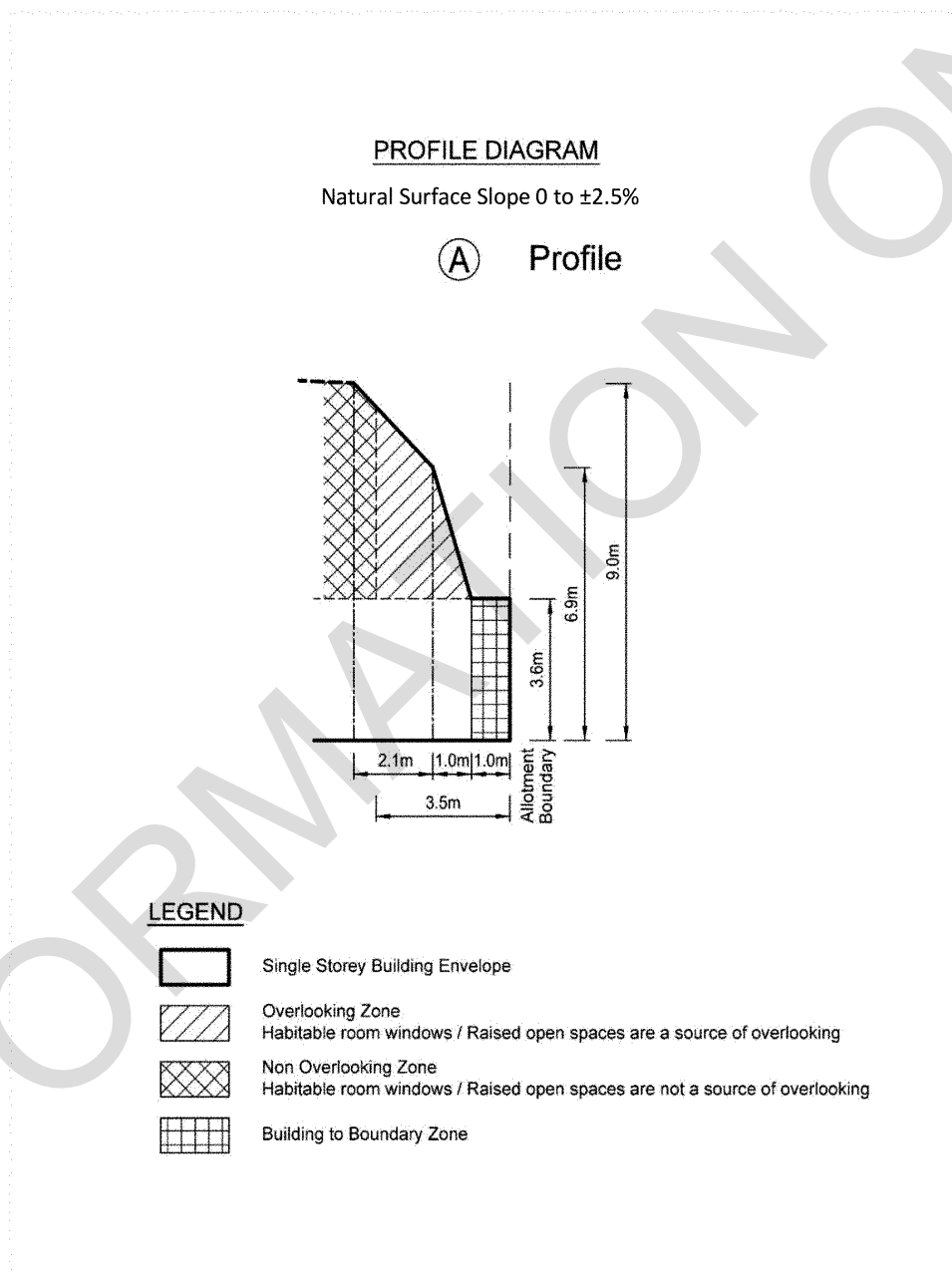
For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or carriageway easement.

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

8. Diagrams and plans

8.1 Profiles referenced in the building envelope plan



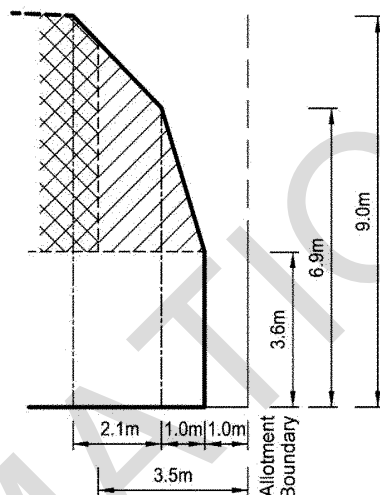
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PROFILE DIAGRAM

Natural Surface Slope 0 to $\pm 2.5\%$

(B) Profile



LEGEND



Single Storey Building Envelope



Overlooking Zone
 Habitable room windows / Raised open spaces are a source of overlooking

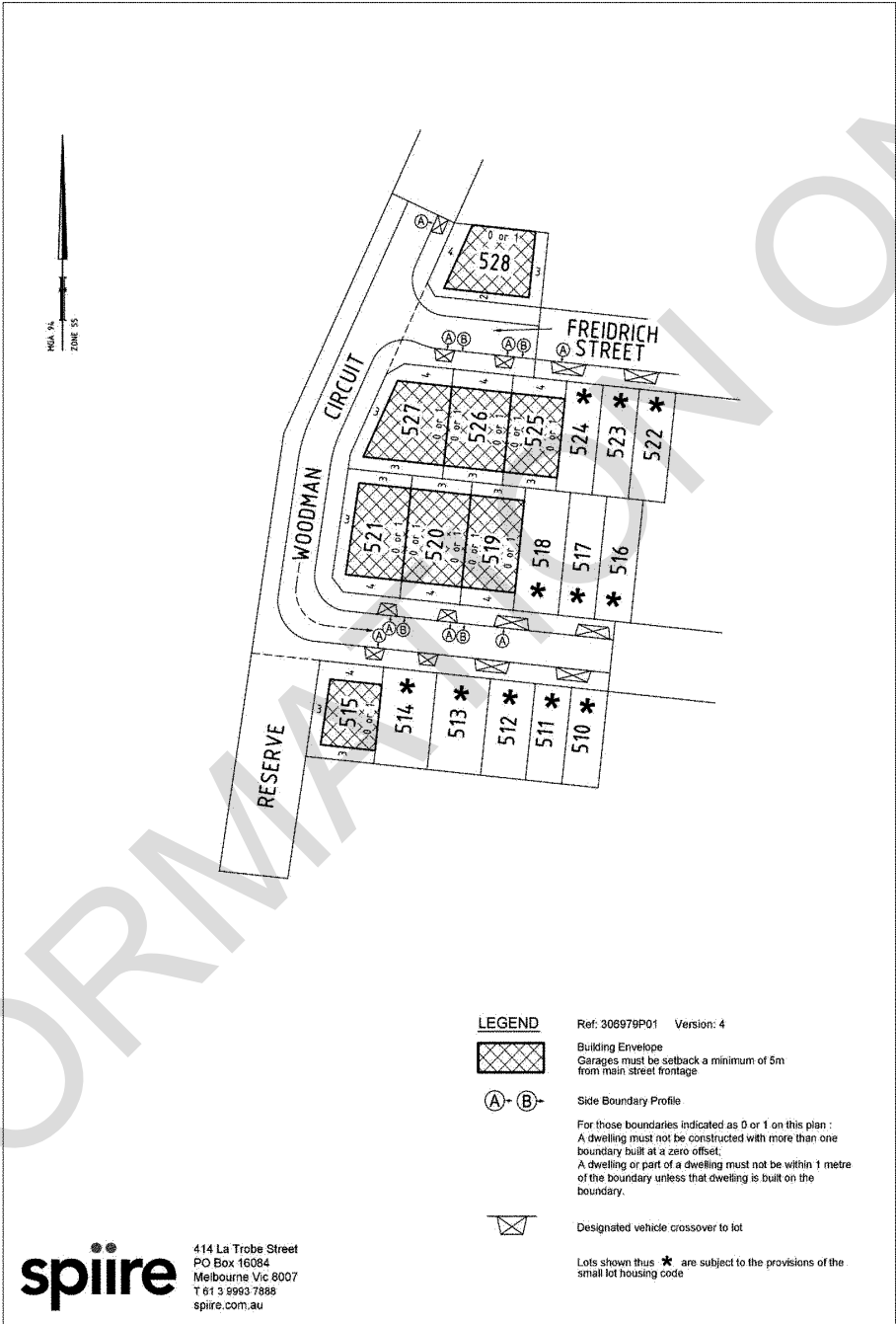


Non Overlooking Zone
 Habitable room windows / Raised open spaces are not a source of overlooking

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Section 91A Transfer of Land Act 1958

8.2 Building envelope plan



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1109598

APPLICANT'S NAME & ADDRESS

**FASTRACK CONVEYANCING PTY LTD C/- INFOTRACK
(LEAP) C/- LANDATA
DOCKLANDS**

VENDOR

STURDY, JARROD WILLIAM

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

60467

This certificate is issued for:

LOT 528 PLAN PS832953 ALSO KNOWN AS 33 WOODMAN CIRCUIT 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 URBAN GROWTH ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

12 February 2025

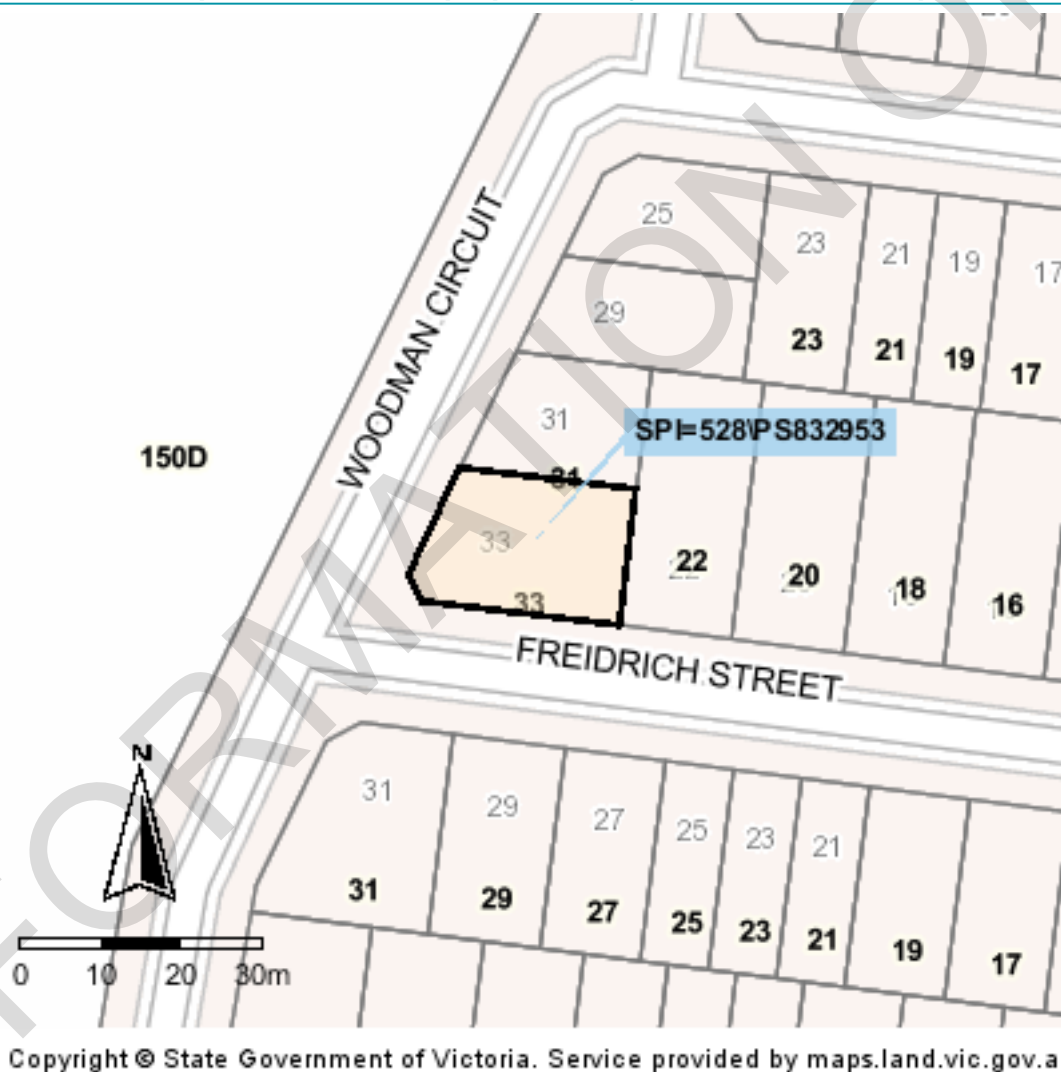
Sonya Kilkeny
Minister for Planning

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

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

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

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



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 February 2025 09:28 AM

PROPERTY DETAILS

Address: **33 WOODMAN CIRCUIT WOLLERT 3750**
Lot and Plan Number: **Lot 528 PS832953**
Standard Parcel Identifier (SPI): **528\PS832953**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1156207**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 G1**

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: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

OTHER

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

[View location in VicPlan](#)

Note

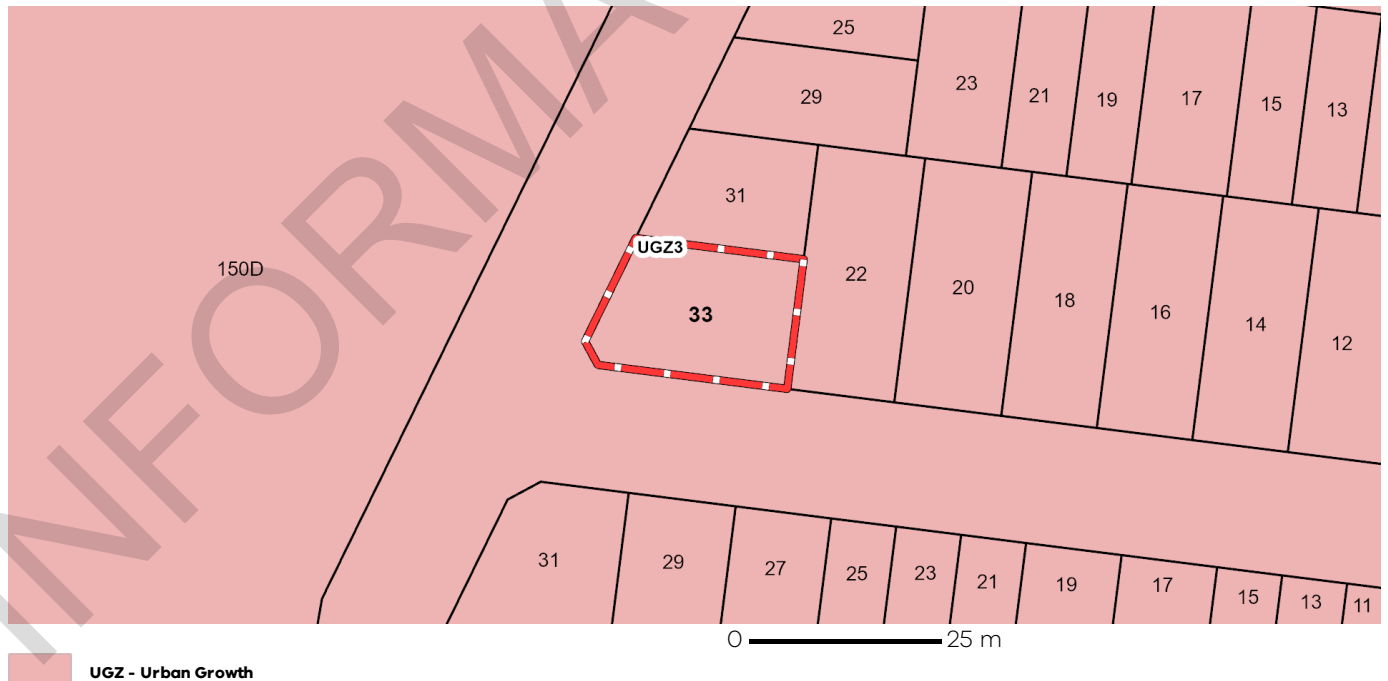
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



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 13 \(DCPO13\)](#)



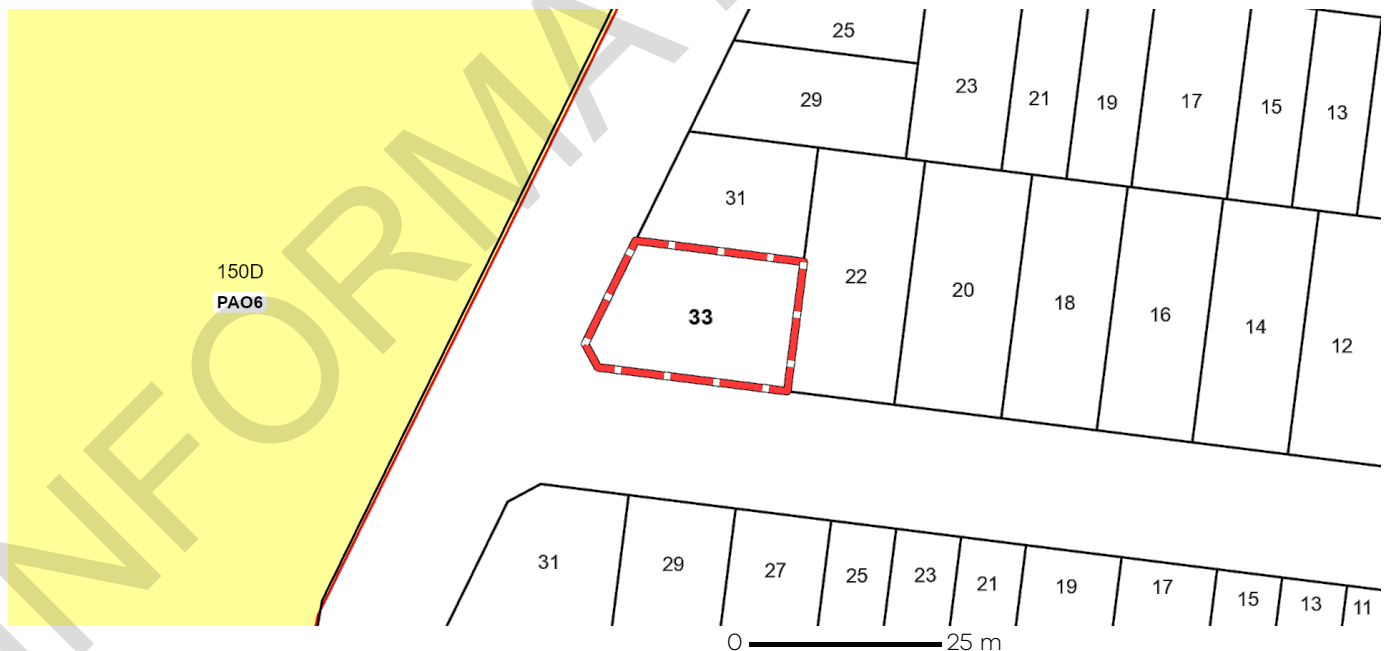
 **DCPO - Development Contributions Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



 **PAO - Public Acquisition Overlay**

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

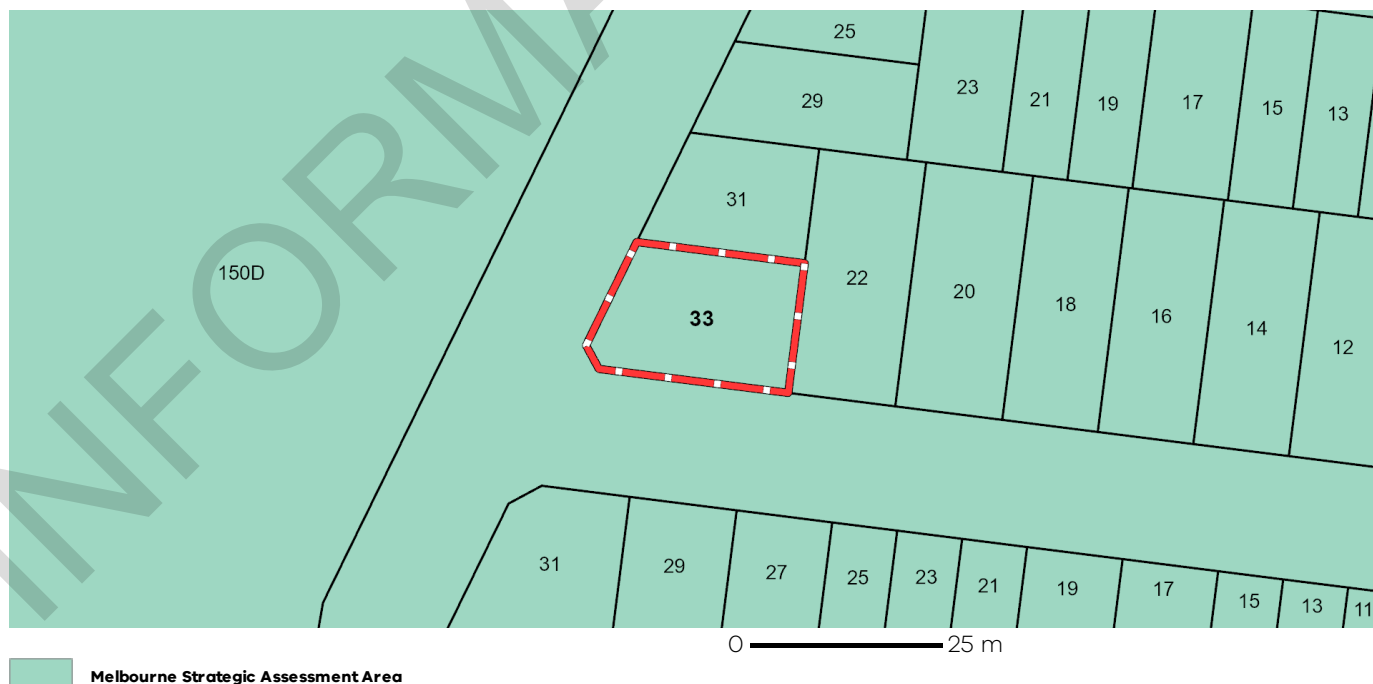
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 08 February 2025.

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

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Fastrack Conveyancing Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 60467

NO PROPOSALS. As at the 12th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

33 WOODMAN CIRCUIT, 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: 12th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75810470 - 75810470093500 '60467'

Date of issue
13/02/2025

Assessment No.
1156207

Certificate No.
168973

Your reference
75810470-014-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 33 Woodman Circuit WOLLERT 3750

Description: LOT: 528 PS: 832953Y

AVPCC: 110.2 Detached Dwelling (new)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$700,000	\$420,000	\$35,000

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,639.25
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$60.90
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 13/02/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,052.05

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

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.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1156207



Phone 1300 301 185
Ref 1156207



Biller Code 5157
Ref 1156207

12th February 2025

Fastrack Conveyancing Pty Ltd C/- InfoTrack (LEAP)
LANDATA

Dear Fastrack Conveyancing Pty Ltd C/- InfoTrack (LEAP),

RE: Application for Water Information Statement

Property Address:	33 WOODMAN CIRCUIT WOLLERT 3750
Applicant	Fastrack Conveyancing Pty Ltd C/- InfoTrack (LEAP) LANDATA
Information Statement	30917697
Conveyancing Account Number	7959580000
Your Reference	60467

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	33 WOODMAN CIRCUIT 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.

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	33 WOODMAN CIRCUIT WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

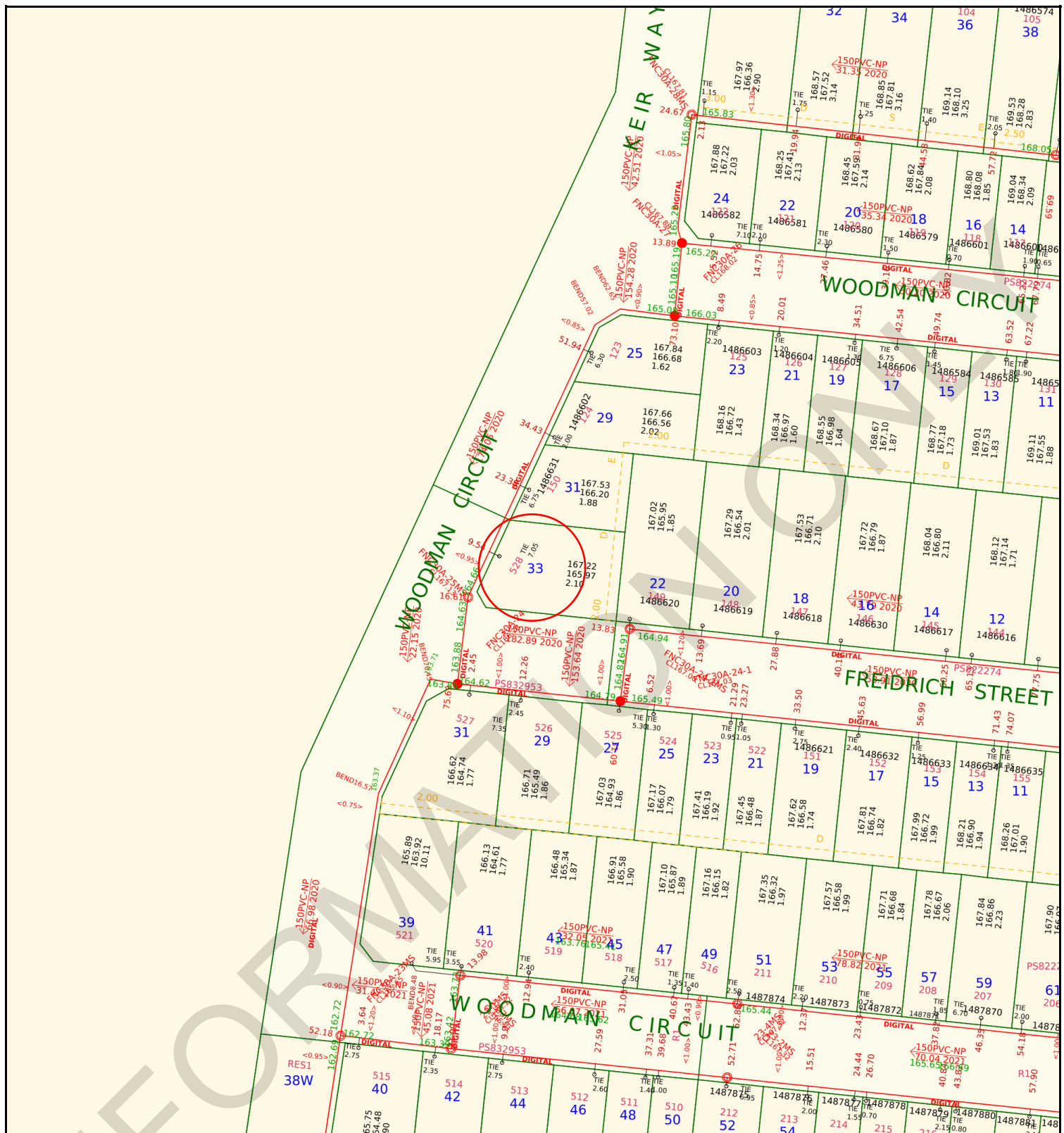
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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: 30917697

Address	33 WOODMAN CIRCUIT WOLLERT 3750
Date	12/02/2025
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<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;

17th December 2021

Application ID: 527029

CONDITIONS OF CONNECTION

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

Approval Detail**Water****Required Services**

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

Sewer**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1490887

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 Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	✓ or X
-----------	--------

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Fastrack Conveyancing Pty Ltd C/- InfoTrack (LEAP)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0235430576
Rate Certificate No: 30917697

Date of Issue: 12/02/2025
Your Ref: 60467

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 WOODMAN CCT, WOLLERT VIC 3750	528\PS832953	5263669	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
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			\$188.91



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5263669

Address: 33 WOODMAN CCT, WOLLERT VIC 3750

Water Information Statement Number: 30917697

HOW TO PAY



Bill Code: 314567
Ref: 02354305767

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate
Land Tax



INFOTRACK / FASTRACK CONVEYANCING PTY LTD

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (106557, 84095178, 12 FEB 2025, ESYSPROD)

Land Address: 33 WOODMAN CIRCUIT WOLLERT VIC 3750

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 48688145, 528, 832953, 12342, 190, \$1,710.00

Vendor: LAURA CARMEN STURDY & JARROD WILLIAM STURDY
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: JARROD WILLIAM STURDY, 2025, \$420,000, \$1,710.00, \$0.00, \$1,710.00

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

Table with 6 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total. (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: Description and Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$700,000; SITE VALUE (SV): \$420,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$1,710.00



Notes to Certificate - Land Tax

Certificate No: 84095178

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,710.00

Taxable Value = \$420,000

Calculated as \$1,350 plus (\$420,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 84095178

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 84095178

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FASTRACK CONVEYANCING PTY LTD

Your Reference: 106557
Certificate No: 84095178
Issue Date: 12 FEB 2025
Enquires: ESYSPROD

Land Address: 33 WOODMAN CIRCUIT WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48688145	528	832953	12342	190	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$420,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84095178

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FASTRACK CONVEYANCING PTY LTD

Your Reference:	106557
Certificate No:	84095178
Issue Date:	12 FEB 2025

Land Address: 33 WOODMAN CIRCUIT WOLLERT VIC 3750

Lot	Plan	Volume	Folio
528	832953	12342	190

Vendor: LAURA CARMEN STURDY & JARROD WILLIAM STURDY

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: 84095178

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>BPAY</p> <p> Biller Code: 416073 Ref: 84095173</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p> Ref: 84095173</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</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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FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT**ISSUED TO (AGENT OF OWNER)**

Australian Building Company Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC
newmarketspermits@metricon.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Australian Building Company Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC
Contact: Australian Building Company Telephone: 03 9915 5555

OWNERSHIP DETAILS

Jarrold William Sturdy & Laura Carmen Sturdy - 2 Cousin Drive, Wantirna South - 3152, VIC
Contact: Jarrold William Sturdy Email: jarroldsturdy@metricon.com.au Telephone: 0407 318 031

PROPERTY DETAILS**Lot 528 (33) Woodman Circuit, Wollert - 3750**

LP/PS PS832953Y	VOLUME 12342	FOLIO 190	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT City of Whittlesea			

BUILDER

Australian Building Company Pty Ltd, 501 Blackburn Road, Mt Waverley - 3149, VIC
03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Australian Building Company Pty Ltd	Builder	CDB-U 52968
Tianyang Song	Engineer	PE0000610

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Australian Building Company Pty Ltd	Builder	CDB-U 52968
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd	INSURANCE POLICY NUMBER C667812
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$233,112.00	FLOOR AREA OF NEW BUILDING WORK 186 m2
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BUILDING CLASSIFICATION**PART OF BUILDING**

Ground Floor	BCA CLASSIFICATION 1a(a)	DESCRIPTION Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
--------------------------	---	-----------------------------	---

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

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

COMMENCEMENT AND COMPLETION

The building work must commence by 24/01/2023.

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

This building work must be completed by 24/01/2024.

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

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 Star Energy Rating and includes an onsite connection to Recycled Water provided by the Relevant Authority.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.

RELEVANT BUILDING SURVEYOR

David Dennerley

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

REGISTRATION No.

BS-L 60053

PERMIT No.

9849270128627

SIGNATURE



DATE

24/01/2022

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

ESTATE:
ESTATE: RIVERHILLS
STAGE: 5

IMPORTANT NOTE:
ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM & SOIL CLASSIFICATION AND IN ACCORDANCE WITH CLAUSE 5.6.3 DRAINAGE REQUIREMENTS OF AS2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES:
• SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION.
• THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING.
• WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER.
FOR BUILDING ON HIGHLY AND REACTIVE SITES, THE DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL ASHURFIRE PRONE PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 5.6.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND COMMENCING WITHIN 1M OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION. SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1000MM FROM THE DWELLING. SUBSURFACE DRAINS TO REMOVE GROUND OR TABLE WATER SHALL BE DETAILED BY THE DESIGN ENGINEER. FURTHERMORE, DAMP-PROOFING MEMBRANE IN ACCORDANCE WITH 5.3.3 SHALL BE INSTALLED FOR GROUNDWATER OR AGGRESSIVE SOILS.

INCOMPLETE SUBDIVISION
SUBDIVISION AS OF THE 29/10/21 IS INCOMPLETE. SITING IS SUBJECT TO VERIFICATION OF SITE LEVELS AND LOCATION OF ALL SERVICES TO ALLOTMENT.
A NEW SOIL INVESTIGATION REPORT AND FEATURE SURVEY WILL BE REQUIRED.

BUSHFIRE PROTECTION (BAL125):
PROPOSED DWELLING TO BE CONSTRUCTED IN ACCORDANCE WITH BUSHFIRE REQUIREMENTS (BAL 125) A.3.3.75.9

LANDSCAPE NOTE:
PROVIDE LANDSCAPING AS PER LANDSCAPE PACK.

RECYCLED WATER CONNECTION
PROVIDE CONNECTION TO 2ND GARDEN TAPS, ALL W.C.'S & LAUNDRY STOP TAP (WHERE REQUIRED) AS PER LOCAL AUTHORITIES REQUIREMENTS

SUSTAINABLE ENERGY:
DWELLING TO COMPLY W/- RELEVANT SUSTAINABLE ENERGY REQUIREMENTS.

TEMPORARY FENCING:
BUILDER TO PROVIDE FENCING TO ANY UNFENCED BOUNDARIES

RESCODE NOTES:
VACANT ADJOINING LOTS TO EITHER SIDE AS AT 08/11/21. THEREFORE NO REQUIREMENTS FOR MEASURES LIMITING OVERLOOKING OR OVERSHADOWING AT THIS STAGE WILL BE REQUIRED. THIS WILL NEED TO BE CONSIDERED IF AN OCCUPANCY PERMIT IS ISSUED ON THE ADJACENT LOTS BEFORE A BUILDING PERMIT CAN BE ISSUED ON OUR LOT. NOTE: SITING AND PLANS MAY ALTER DUE TO THE ABOVE REQUIREMENTS.

OWNER TO PROVIDE 1.8M H SCREENING PRIOR TO CERTIFICATE OF OCCUPANCY TO COMPLY WITH REG. 84 (C OF O' MAY BE ISSUED CONDITIONAL)

CONSTRUCTION DRAWINGS ..21/01/2022
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

VACANT AS
@ 11/01/22

DEEPEDED EDGE BEAM W/- LOWERED REBATE.

MAX. OVERALL BUILDING HEIGHT: 5375 MM

REAR WALL HEIGHT 2965MM

WIDE EDGE BEAM

AVERAGE WALL HEIGHT 2990MM

150MM DIA. SEWER DRAIN. 950MM OFFSET. 2700MM MAX. DEPTH. FRONT WALL HEIGHT 3015MM

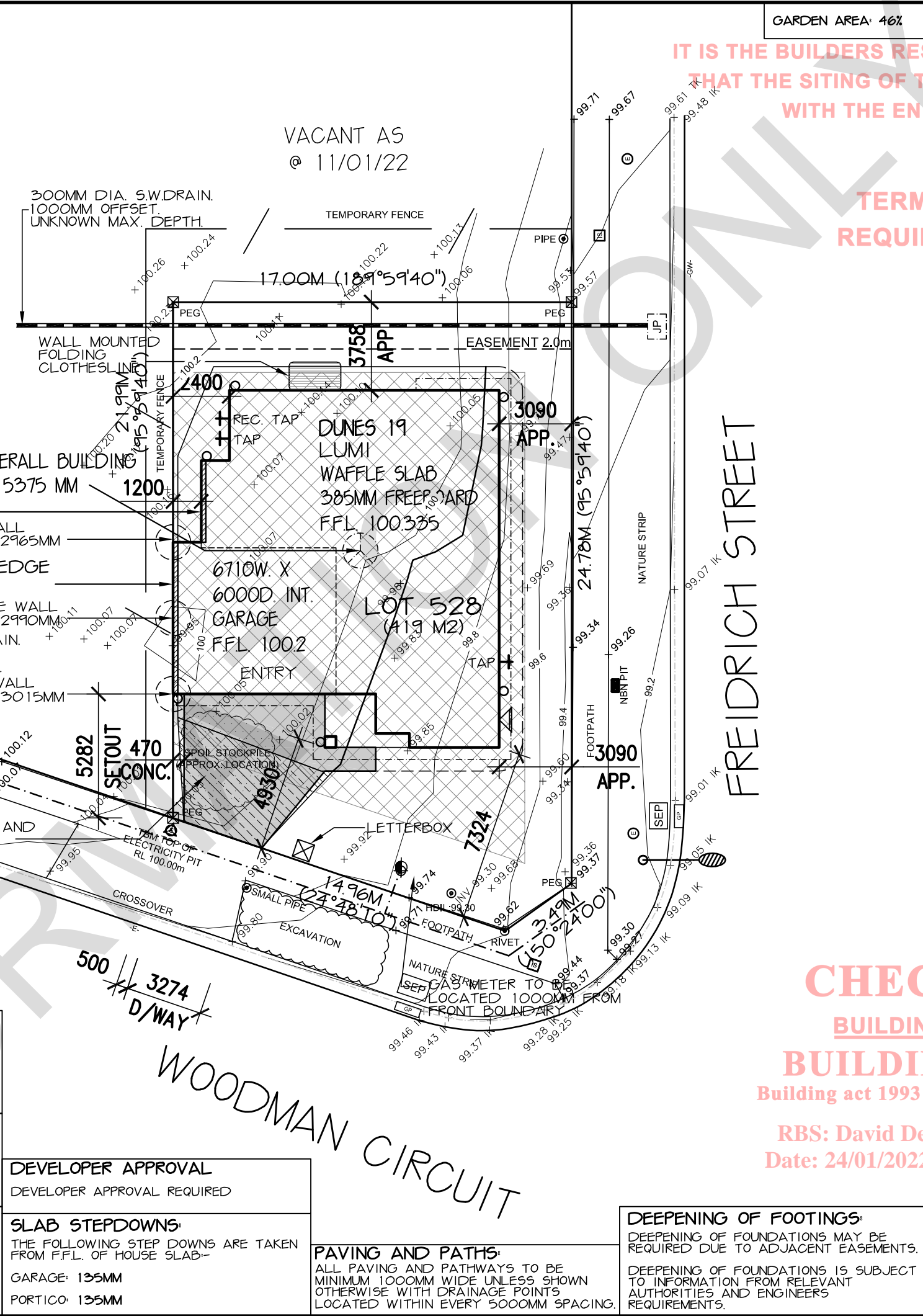
COLOURED THROUGH CONCRETE DRIVEWAY AND FRONT PATH: 37.15QM

BUILD ENVELOPE:
BUILDING ENVELOPES EXIST ON THIS ALLOTMENT.

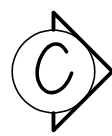
ENCROACHMENT REQUIREMENTS UNDER 3.6M ARE ALLOWABLE IN THIS BUILDING ENVELOPE.

GARAGE CONSTRUCTION:
GARAGE TO BE BUILT ON THE BOUNDARY.
GARAGE GUTTER TO BE LOCATED ON TOP OF EXTERNAL SKIN OF BRICKWORK.

PRELIMINARY SITE INFORMATION:
PRELIMINARY SITE PLAN IS BASED ON INFORMATION AVAILABLE AT THE TIME OF CONTRACT PREPARATION AND WILL BE CONDITIONAL ON RECEIVING PROPERTY SERVICE INFORMATION FROM RELEVANT AUTHORITIES



	SITE AREA: 419 SQM
	BUILDING AREA: 186 SQM
	SITE COVERAGE: 44 %
	PERMEABILITY: 46 %
CONC. PAVING & FRONT PATH 37 SQM	WIND SPEED: 40 M/S
EXCAVATION NOTES: EXCAVATE APPROX. 190 MM ON R.L. 99.95 & SPREAD FILL OVER REMAINING BUILDING AREA TO LEVEL. BUILDING PLATFORM TO HAVE MIN. 50MM FALL OVER FIRST 1000MM FROM SLAB.	
CUT R.L. 99.95	
IMPORTANT NOTE: EXCAVATIONS ARE SUBJECT TO PERMIT APPROVAL & NOT TO BE USED BY ANY OTHER CONTRACTORS OTHER THAN METRICON HOMES P/L	
DRAINAGE NOTES: STORMWATER DRAIN AND DOWN PIPE LAYOUT SHOWN IS INDICATIVE ONLY. PROVIDE MIN. 100MM DIA. P.V.C. SEWER GRADE STORMWATER DRAINS WITH MIN. 1:100 FALL, CONNECTED TO LEGAL POINT OF DISCHARGE.	
LEGEND : - ◆ PERMANENT SURVEY MARK ○ 99.95 TITLE PEG □ SURVEY MARK + TOP/TOE OF BATTER ○ G.W./T GAS, WATER, TELECOM CONDUITS ● TREE ○ SEC SEC PIT ● H/D HOUSE CONNECTION POINT	○ DOWN PIPE LOC. ▽ METER BOX LOC. --- STORM WATER RUN ● SEWER TIE ● TREES REMOVED ☒ HOT WATER UNIT LOCATION ⊕ GAS METER
SURVEY DATE: 08/11/21	
CONTOUR INTERVALS: 200 MM	
LEVELS TO: ARD DATUM	
SITE PLAN	
<p>501 Brookman Road, Mount Waverley Vic 3149 Tel: 03 9542 4999 Fax: 03 9542 4998 Building Practitioner Reg. No. 09-158229 ACN 603 519 366 www.australianbuildingcompany.com.au © COPYRIGHT 2014. REPRODUCTION FORBIDDEN</p>	
OWNER: MR. J. W & MRS. L. C. STURDY LOT: 528 WOODMAN CIRCUIT WOLLERT	
F.C. DATE: 19/01/22 PERMIT NO: XX/XX/XX	
JOB: 731625	DRAWN: DA
DATE: 29/10/21	CHECKED: B6M
SCALE: 1:200	SHEET: 1 OF 9
MELWAY REF: 182 G1	CONTRACT PLANS (NM)



800MM TOWEL RAIL @ 900MM H.
TOILET ROLL HOLDER @ 750MM H.

NO PROTECTION WORKS required
Allotment is TERMITE PRONE
Recycled Water
Bored Piers Required
NOT DESIGNATED as bushfire prone
PERFORMANCE SOLUTIONS applicable
MEL REF 12 G1

CONSTRUCTION DRAWINGS 15/11/2021
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted

Signed.....
Date.....

NOTES:
* WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY.
* WINDOW SIZES SHOWN ARE SUPPLIERS FRAME SIZES.
* ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS & A.S. 4055-2012 FOR WINDLOADING.
* GARAGE ROOF TO BE TIED DOWN MIN. 1200 INTO BRICKWORK WITH HOOP IRON STRAPS.
* ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH NCC 3.8.3.
* EXTERNAL PLIABLE MEMBRANES TO COMPLY WITH & BE INSTALLED IN ACCORDANCE WITH NCC 3.8.7.2 & AS/NZS 4200.1 & AS 4200.2.
* ALL EXHAUST FANS AND RANGEHOOD, DUCTED TO OUTSIDE AIR VIA EXPOSED FLUEPIPS OR WALL VENTS IN ACCORDANCE W/-NCC 3.8.7.3.

FRAMING NOTES:
* CENTRE ALL WINDOWS & DOORS INTERNALLY TO ROOM (UNLESS OTHERWISE NOTED)
* PROVIDE 2NO. 90X45 JAMB STUDS TO ALL INTERNAL DOOR OPENINGS AND ALL SLIDING ROBE DOOR OPENINGS AS PER DETAIL S-TYP-DOOR-01
* ENSURE RETURN AIR GRILLE & VOID IS CLEAR OF TRUSS &/OR FRAMING CONSTRUCTION.

LEGEND:
[Symbol] LOAD BEARING WALL
[Symbol] WALL UNDER STAIR TO BE BUILT AFTER STAIR
[Symbol] 70MM STUD WALL
[Symbol] 12MM PLY BOARD FIXED TO STUD W/PLASTER OVER
[Symbol] INCREASE WIND RATING AS PER AS2047 TO NOMINATED GLAZING PANELS

AREAS:	
GRD FLR:	136.32 SQM
GARAGE:	43.58 SQM
PORTICO:	5.79 SQM
SUBTOTAL:	136.32 SQM
TOTAL:	185.69 SQM
	14.67 SQM
	199.9 SQM

DESIGN: DUNES 19
FACADE: LUMI CEILING: 25. L
GARAGE: DOUBLE LOCATION: F

FLOOR PLAN

VA6DUN19LUMS1

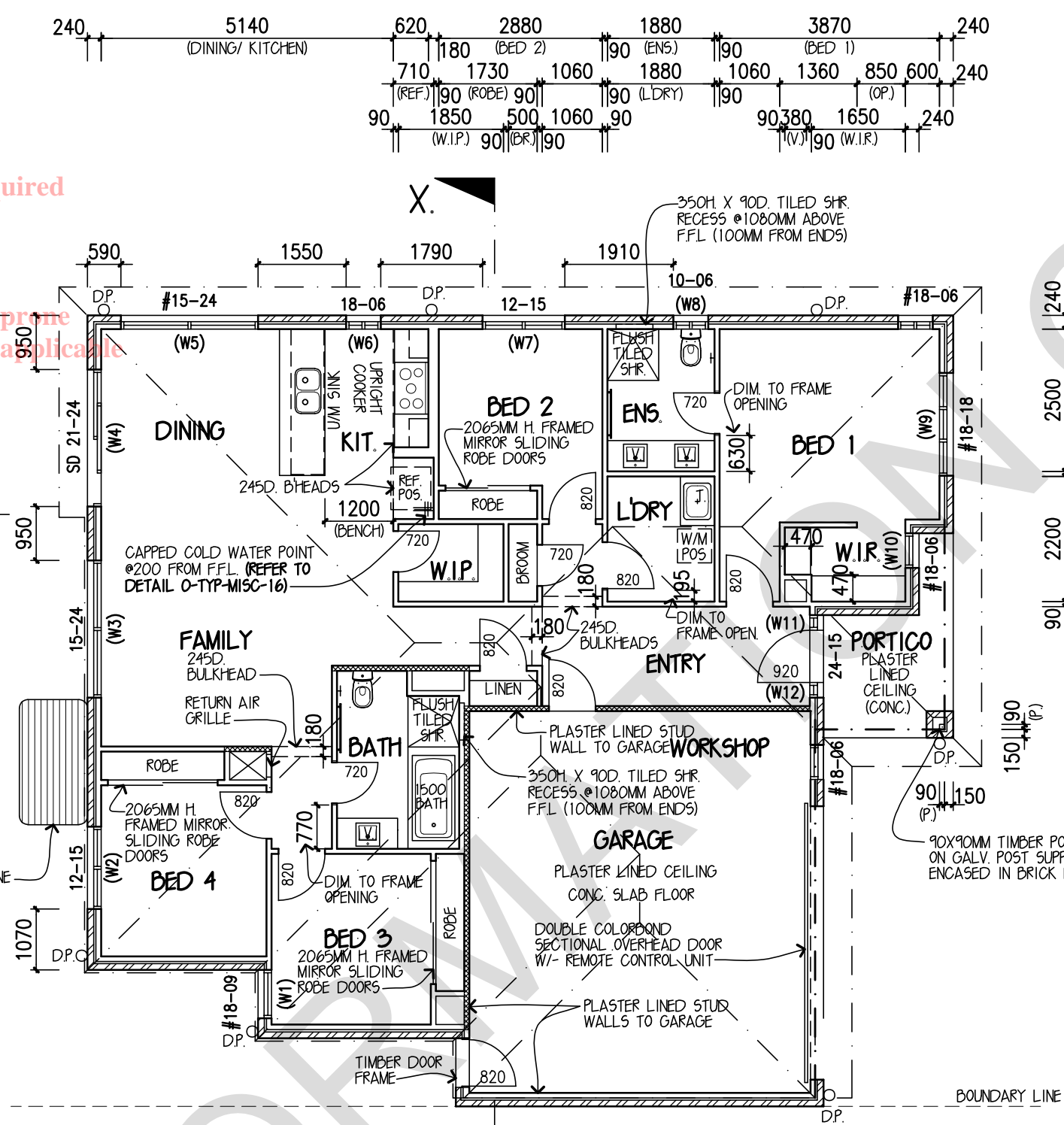
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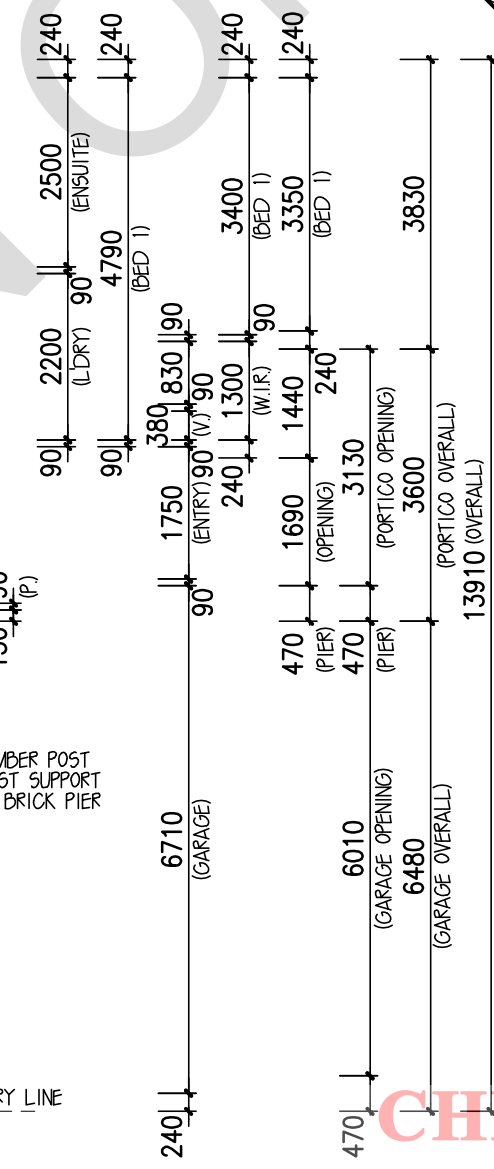
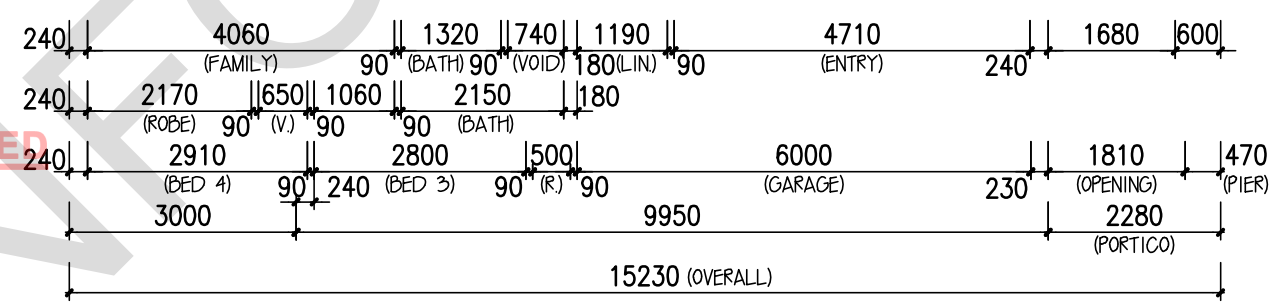
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OWNER: MR. J. W. & MRS. L. C. STURDY
LOT 528 WOODMAN CIRCUIT
WOLLERT

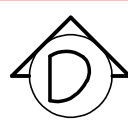
JOB NO:	731625	DATE:	29/10/21
F.C.DATE:	19/01/22	MST VER:	19/08/2020
PERMIT No:			
DRAWN:	DA	CHKD:	BGM
SHEET:	2 of 9		



NOTE: ZERO LOT LINE TO GARAGE WALL (REFER S-TYP-GARA-01 SHEET 2)



INSPECTION BOOKING
03 9673 0000
24 HOURS NOTICE REQUIRED



FLOOR PLAN 1:100

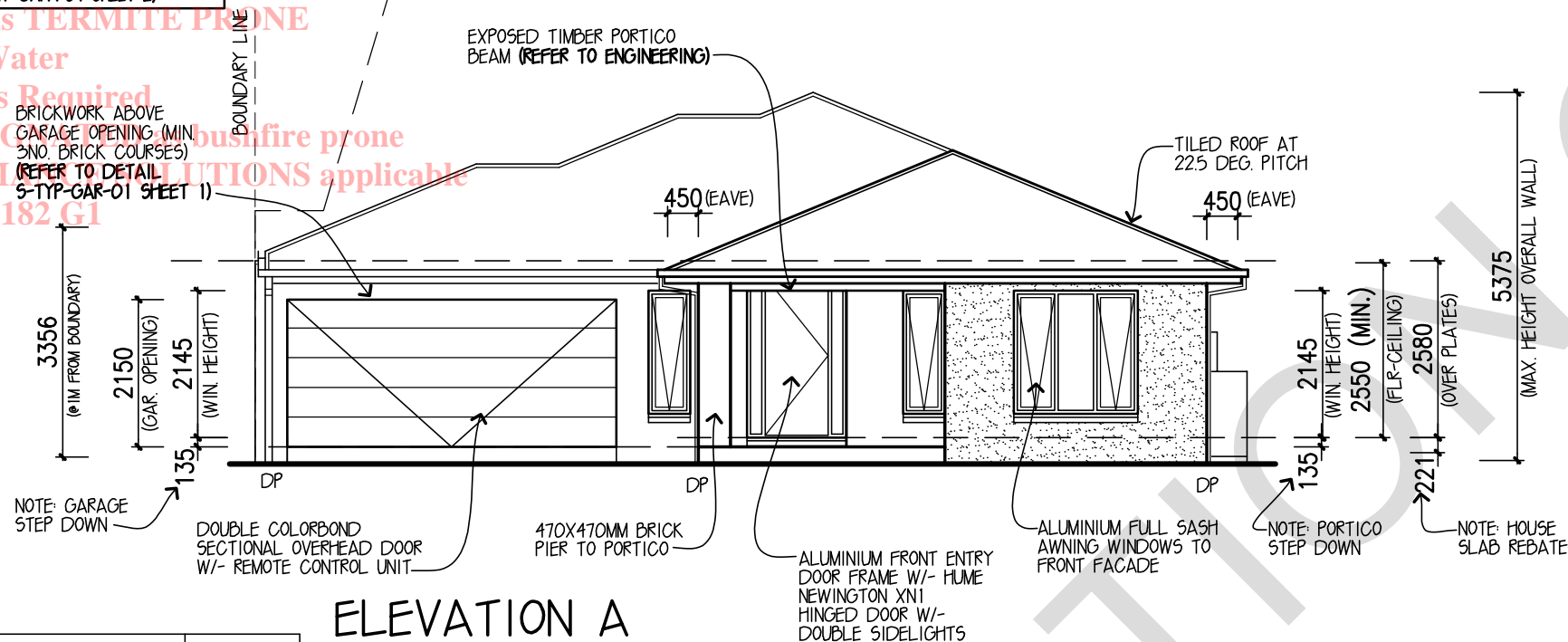
CHECKPOINT
BUILDING REGULATIONS
BUILDING PERMIT
Building act 1993 building regulations 2018
RBS: David Deane
Date: 24/01/2022
PP 95427012867



IMPORTANT NOTE:
REFER TO FACADE DETAIL
REF. NO. S-TYP-LUMI-01

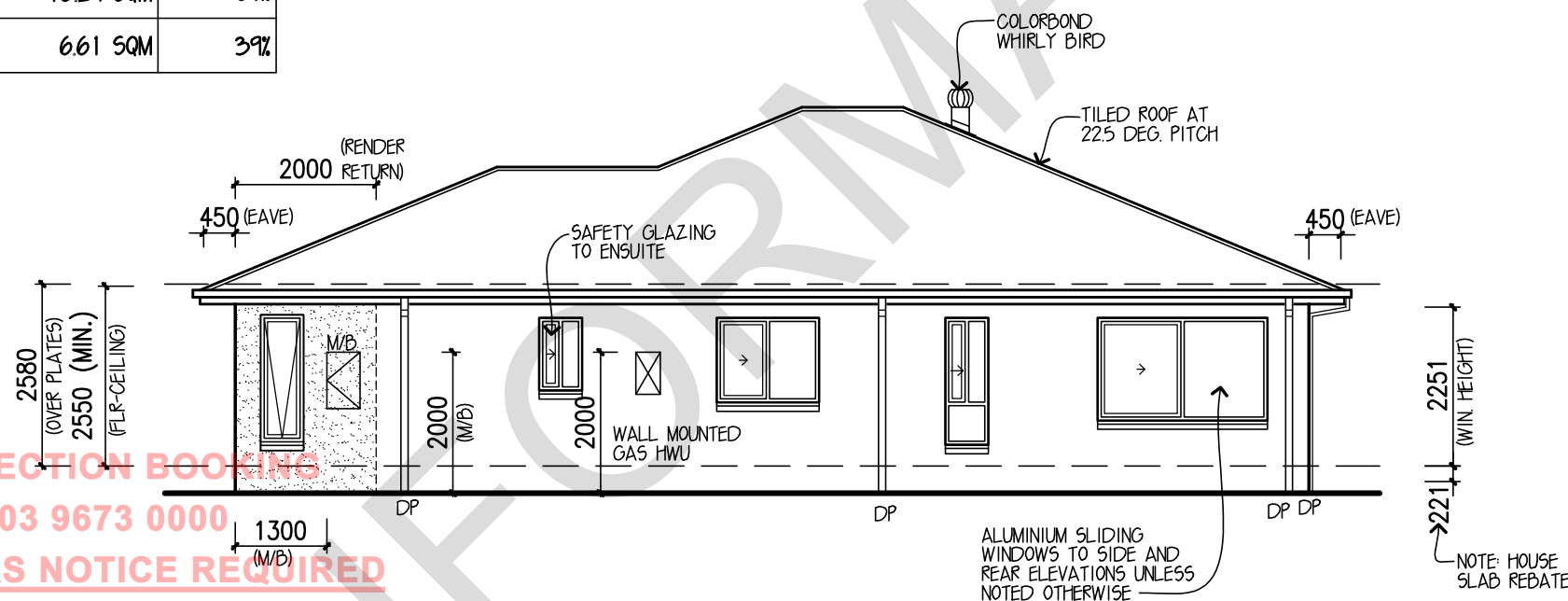
NO 10% DISCOUNT REQUIRED
Allotment is TERMITE PRONE
Recycled Water
Bored Piers Required
NOT DESIGNATED bushfire prone
PERFORMER SOLUTIONS applicable
MEL REF 182 G1

NOTE: ZERO LOT LINE TO GARAGE WALL
(REFER S-TYP-GARA-01 SHEET 2)



ELEVATION A

FACADE AREA:		16.90 SQM
(EXCLUDING GLAZING, ROOFS AND OPENINGS)		
BRICKWORK	10.29 SQM	61%
RENDER	6.61 SQM	39%



ELEVATION B

ELEVATIONS 1:100

IMPORTANT NOTE:
REFER TO SOIL ENGINEERS PLANS
FOR ARTICULATION JOINT LOCATIONS

PROVIDE BRICKWORK ABOVE ALL SIDE
AND REAR ELEVATION WINDOWS &
DOORS UNLESS NOTED OTHERWISE.

PROVIDE BRICKWORK ABOVE
PORTICO WINDOW & ABOVE GARAGE
DOOR OPENING UNLESS NOTED
OTHERWISE.

FINE TEXTURE ACRYLIC RENDER
FINISH TO BED 1 PROJECTION

IMPORTANT NOTE:
PROVIDE ALUMINIUM FRAMED
FLYSCREENS WITH ALUMINIUM MESH
TO ALL OPENABLE WINDOWS
EXCLUDING GARAGE.

NOTES:
*WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL
CORNER WINDOWS U.N.O.
*ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN
BUILDINGS, A.S. 2047-2014 WINDOWS IN BUILDINGS & WITH
A.S. 4055-2012 FOR WINDLOADING.
*WINDOW HEAD HEIGHT DIMENSIONS TO BE TAKEN TO THE
NEAREST CORRESPONDING BRICK COURSE.
*WINDOWS TO COMPLY WITH N.C.C. 3.9.2.6 & 3.9.2.7
*GUTTER AND DRAINAGE SYSTEM TO COMPLY WITH A.S. 3500
*IF EXTERNAL RENDER IS SUPPLIED BY METRICON, THE
RENDER PROCESS IS TO BE APPLIED OVER THE CAULKED
ARTICULATION JOINTS AS PER METRICON STANDARD PRACTICES
*SARKING TO ROOF TO BE INSTALLED AS PER NCC3.5.2.4
*ANTI-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NCC
3.5.2.5 TO TILED SARKED ROOFS W/- PITCH LESS THAN 20°
& TILED ROOFS W/- NO EAVES (REFER S-TYP-ROOF-06)

CONSTRUCTION
DRAWINGS 15/11/2021

The Owner acknowledges that these are the
final plans as varied, and supersede any prior
plans signed.

No further variations permitted

Signed.....

Date.....

VARIATIONS(V), RE-PREPS(R), AMENDMENTS(A):

No:	Date:	Drawn:	Chkd:	No:	Date:	Drawn:	Chkd:
CON	29/10/21	DA	B6M	R5	16/12/21	JOH	
FC	19/01/22	JOH		-			
-				-			
-				-			
-				-			

DESIGN: DUNES 19

FACADE: LUMI CEILING: 25, L

GARAGE: DOUBLE LOCATION: F

ELEVATIONS

VA6DUN19LUMS1

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OWNER: MR. J. W. & MRS. L. C. STURDY

LOT 528 WOODMAN CIRCUIT
WOLLERT

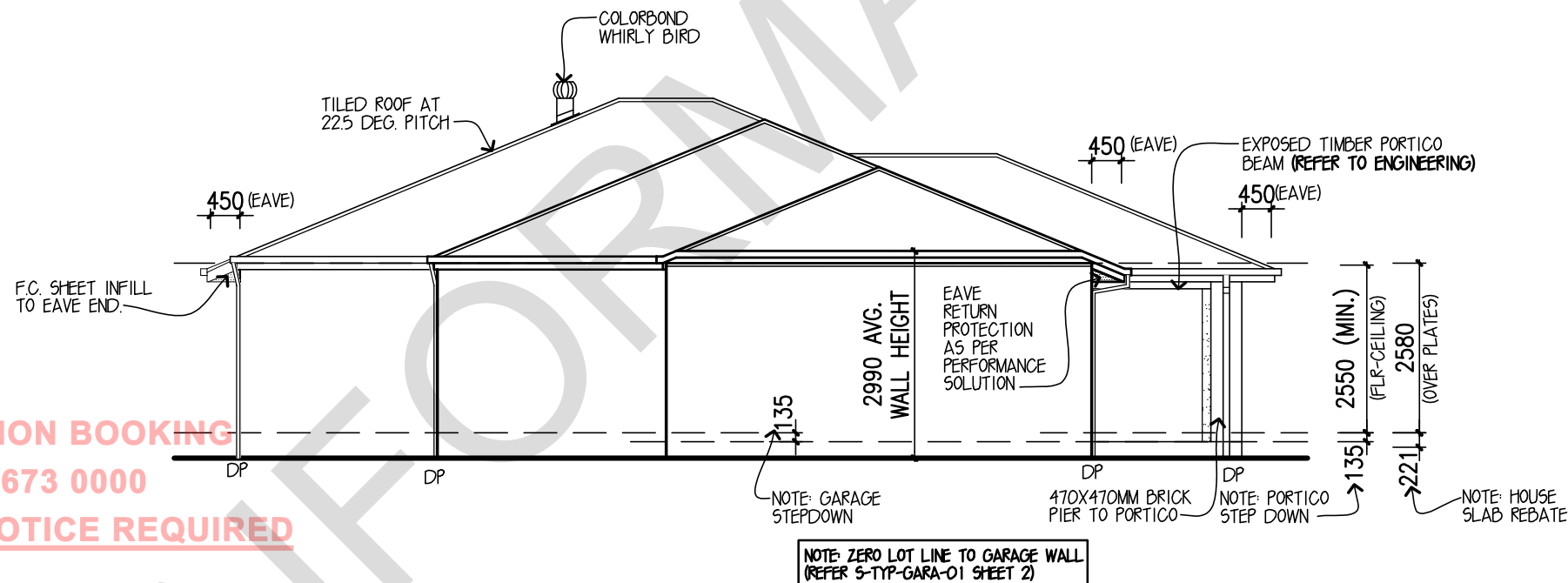
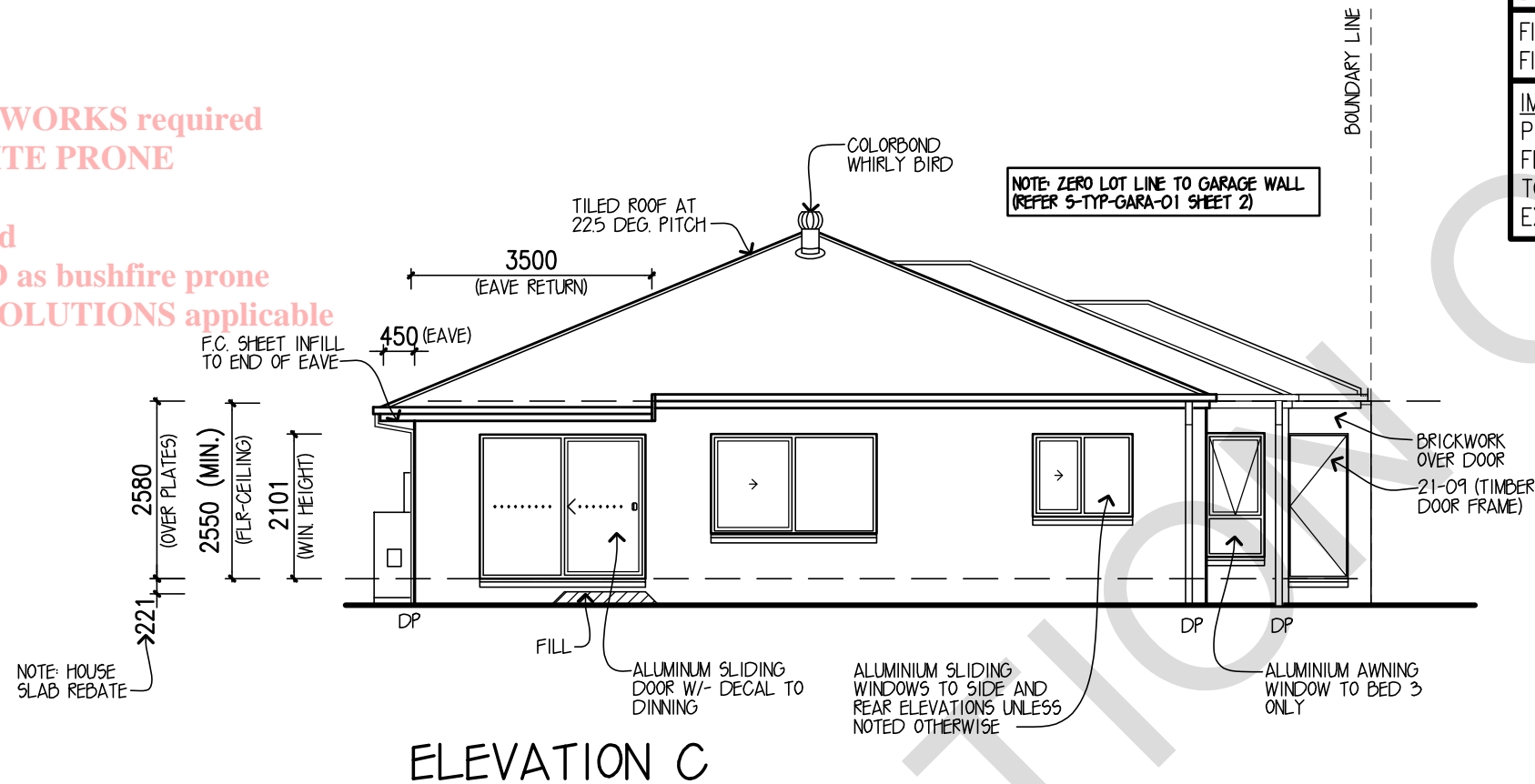
JOB NO: 731625 DATE: 29/10/21

F.C.DATE: 19/01/22 MST VER: 19/08/2020

PERMIT No:

DRAWN: DA CHKD: B6M SHEET: 3 of 9

NO PROTECTION WORKS required
Allotment is TERMITE PRONE
Recycled Water
Bored Piers Required
NOT DESIGNATED as bushfire prone
PERFORMANCE SOLUTIONS applicable
MEL REF 182 G1



IMPORTANT NOTE:
REFER TO SOIL ENGINEERS PLANS
FOR ARTICULATION JOINT LOCATIONS

PROVIDE BRICKWORK ABOVE ALL SIDE
AND REAR ELEVATION WINDOWS &
DOORS UNLESS NOTED OTHERWISE.

FINE TEXTURE ACRYLIC RENDER
FINISH TO BED 1 PROJECTION

IMPORTANT NOTE:
PROVIDE ALUMINIUM FRAMED
FLYSCREENS WITH ALUMINIUM MESH
TO ALL OPENABLE WINDOWS
EXCLUDING GARAGE.

NOTES:
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*ANTI-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NCC
3.5.2.5 TO TILED SARKED ROOFS W/- PITCH LESS THAN 20°
& TILED ROOFS W/- NO EAVES (REFER S-TYP-ROOF-06)

CONSTRUCTION
DRAWINGS ...15/11/2021...

The Owner acknowledges that these are the
final plans as varied, and supersede any prior
plans signed.

No further variations permitted

Signed.....

Date.....

DESIGN: DUNES 19
FACADE: LUMI CEILING: 25, L
GARAGE: DOUBLE LOCATION: F

ELEVATIONS
VA6DUN19LUM51

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OWNER: MR. J. W. & MRS. L. C. STURDY

LOT 528 WOODMAN CIRCUIT
WOLLERT

JOB NO: 731625 DATE: 29/10/21

F.C. DATE: 19/01/22 MST VER: 19/08/2020

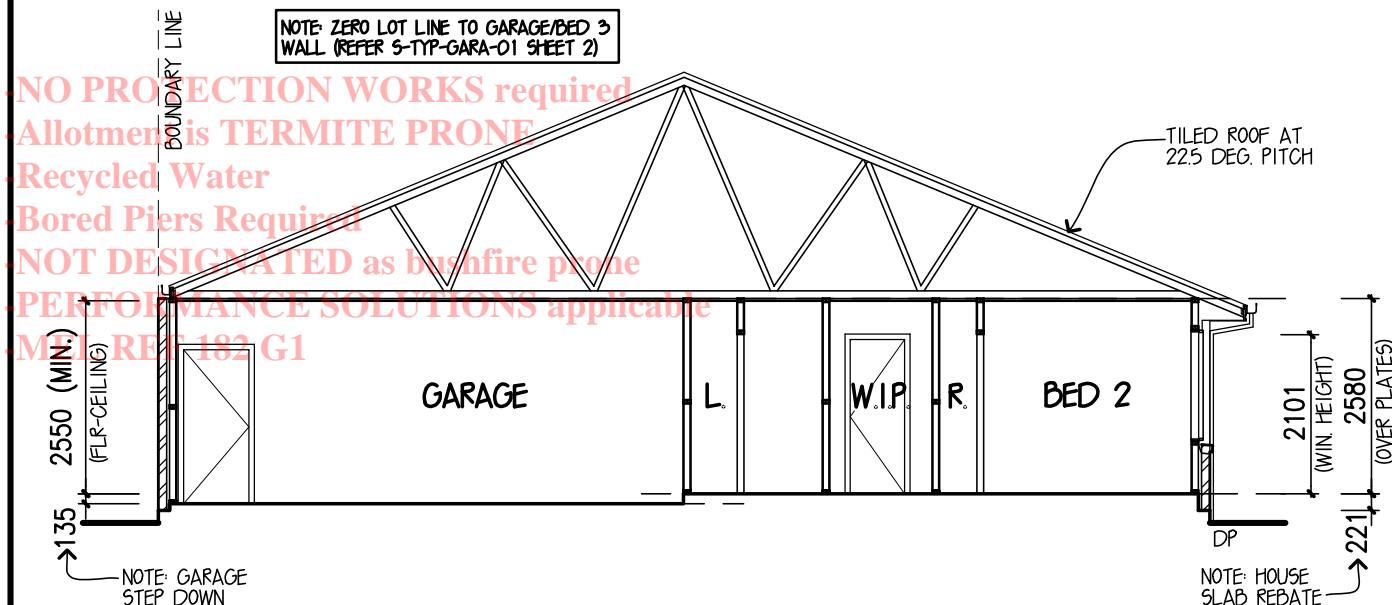
PERMIT No:

DRAWN: DA CHKD: BGM SHEET: 4 of 9

INSPECTION BOOKING
03 9673 0000

24 HOURS NOTICE REQUIRED

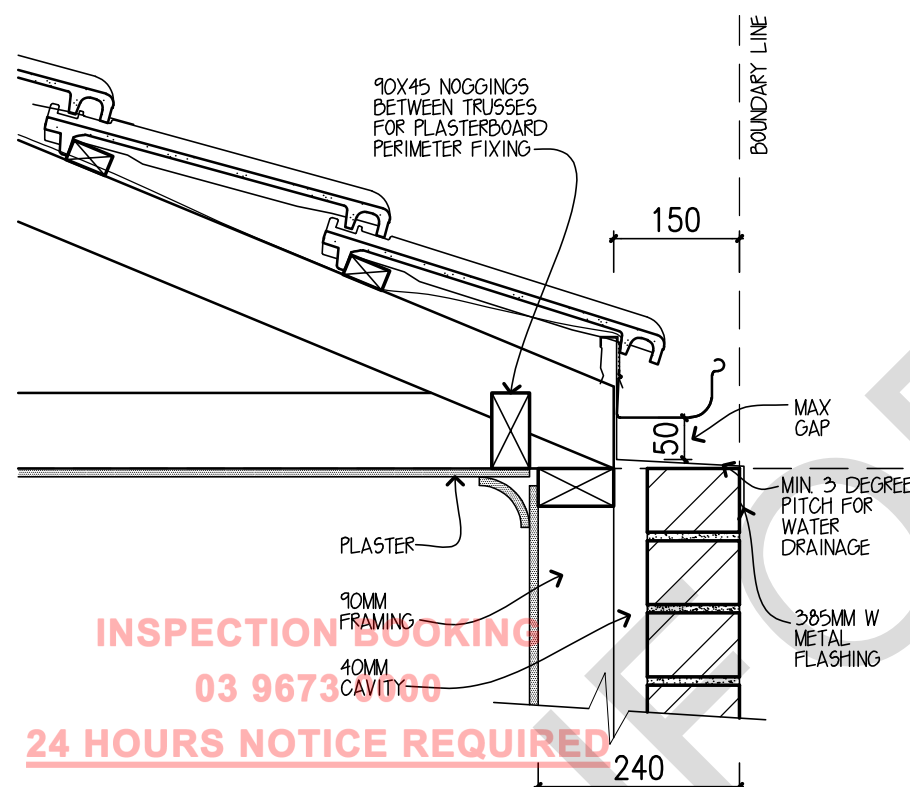
ELEVATIONS 1:100



NOTE: REFER ENGINEER'S FOOTING DESIGN.

SECTION X-X

SITE CLASSIFICATION 'P'
(REFER SOIL REPORT NO. 177807)



ZERO SIDE SETBACK DETAIL
SCALE: 1:10

SECTION 1:100

CONSTRUCTION DRAWINGS ...15/11/2021...

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted

Signed.....

Date.....

ENERGY EFFICIENCY
NOTE: DESIGN MODIFICATIONS MAY BE NECESSARY TO ACHIEVE REQUIRED ENERGY RATING, DEPENDING ON SITING.
PROVIDED IN THE PLANS:
DOOR SEALS - Draft protection to sill & compressible strip to other edges to external hinged doors, incl. garage internal access door provided in accordance with NCC 3.12.3.3
WINDOWS - Shall be weather stripped
DRAFT EXCLUSION - Reflective sisalation weather wrap with taped horizontal and vertical joints. Sealed gaps around windows and external doors to be installed in accordance with NCC 3.5.4.6 & AS/NZS 2904.
EXHAUST FANS - Draft prevention to exhaust fans, to relevant building codes.
CEILING INSULATION - R4.0 w/- R2.5 Batts to external perimeter excludes, Outdoor Room, Verandah, Portico and Garage.
WALL INSULATION - R2.0 Batts to all external walls incl. house/garage walls and house/roof space walls, No insulation to Garage walls.
FIRST FLOOR INSULATION - R4.0 Batts to floor area above Garage, Portico, Verandah and Outdoor room.
DOWNLIGHTS - All downlights to be sealed.

BUSHFIRE REQUIREMENTS: B.A.F. 12.5

WALLS

- 4.5MM THICK (NOM) FIBRE CEMENT SHEET INFILLS ABOVE SIDE AND REAR ELEVATION WINDOWS AND DOORS.
- ALL LIGHTWEIGHT CLAD AREAS (WHERE INCLUDED) TO BE MINIMUM 4.5MM THICK FIBRE CEMENT BASED PRODUCT.
- STANDARD WEATHERWRAP TO WALLS TO REMAIN.

VENTS & WEEPHOLES

- PROVIDE WEEPA HIGH PERFORMANCE BUSHFIRE WEEPHOLE SCREENED WITH MESH MADE OF CORROSION RESISTANT STEEL, BRONZE OR ALUMINIUM TO ALL VENTS AND WEEPHOLES.
- ALL JOINTS IN THE EXTERNAL SURFACE MATERIAL OF WALLS SHALL BE COVERED, SEALED, OVERLAPPED, BACKED OR BUTT-JOINTED TO PREVENT GAPS GREATER THAN 3MM.

WINDOWS

- PROVIDE A MINIMUM OF 4MM TOUGHENED GLASS TO WINDOWS AND SIDELIGHTS WITHIN 400MM OF A HORIZONTAL SURFACE. NOTE: EXTERNAL PANE OF DOUBLE GLAZED WINDOWS TO BE A MINIMUM OF 4MM TOUGHENED. NOTE: LAMINATED GLASS DOES NOT COMPLY.
- PROVIDE ALUMINIUM FRAMED SCREENS WITH ALUMINIUM MESH TO ALL OPENABLE WINDOWS (OPENABLE SECTION ONLY). NOTE: THIS ITEM INCLUDES ALUMINIUM FRAMED SCREENS TO OPENABLE TIMBER WINDOWS (WHERE APPLICABLE).
- ALL WINDOW AND DOOR HARDWARE TO BE MADE OF METAL. NOTE: NO PLASTIC ROLLERS TO WINDOWS OR DOUBLE HUNG WINDOWS.

EXTERNAL DOORS

- PROVIDE A MINIMUM OF 4MM TOUGHENED GLASS TO GLAZED BI-FOLD DOORS AND SLIDING DOORS. NOTE: LAMINATED GLASS DOES NOT COMPLY.
- WEATHERSTRIPS TO THE BOTTOM OF EXTERNAL HINGED DOORS (THIS ONLY APPLIES TO DOORS THAT DO NOT HAVE A FULLY SEALED FRAME).

GARAGE DOORS

- PROVIDE EMBER SEALS TO COLORBOND SECTIONAL DOORS AND ROLLER DOORS (WHERE INCLUDED). NOTE: TIMBER GARAGE DOORS AND/OR WINDOW PANELS DO NOT COMPLY.
- WHERE SCREENS ARE PROVIDED TO SLIDING DOORS THEY ARE TO HAVE A MAXIMUM APERTURE OF 2MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.

ROOFING

- PROVIDE ROOF SARKING TO ENTIRE ROOF AREA INCLUDING THE RIDGE AND EXTEND INTO GUTTERS AND VALLEYS.
- PROVIDE COLORBOND WHIRLY BIRD WITH EMBER GUARDS TO ROOF.
- PROVIDE ANTI-PONDING BOARDS TO PERIMETRE OF ROOF AREA. NOTE: THIS ITEM APPLIES TO TILED ROOFS ONLY.
- VERANDAHS SEPARATED FROM THE MAIN ROOF SPACE (WHERE INCLUDED) BY AN EXTERNAL WALL MUST HAVE A METAL ROOF.
- THE ROOF/WALL JUNCTION SHALL BE SEALED, TO PREVENT OPENINGS GREATER THAN 3MM.

ROOF PENETRATIONS

- PROVIDE UPGRADE TO STANDARD CHROMAGEN SOLAR HOT WATER UNIT (GAS OR ELECTRICAL) TO COMPLY WITH BUSHFIRE REQUIREMENTS (BAL 12.5, BAL 19 AND BAL 29) INCLUDING:
 - CONCRETE SLAB TO HOT WATER UNIT.
 - UV AND TEMPERATURE RESISTANT SOLAR DEKITE (SOLADEK) IN LIEU OF STANDARD DEKITE.
 - SOLAR ARMAFLEX IN LIEU OF STANDARD ARMAFLEX.
 - IF A GAS BOOSTER HAS BEEN PROVIDED, REPLACE THE FLEXIBLE CONNECTOR BETWEEN THE TANK AND THE BOOSTER WITH HALF-INCH COPPER LINE.
 - PROTECTIVE HOUSING TO THE PUMP AND CONTROLLER.
 - SOLAR COLLECTORS TO BE SEALED AT THE ROOF TO PREVENT GAPS GREATER THAN 3MM.
 - ALL WATER AND GAS CONNECTIONS TO BE METAL.

EAVES, LININGS, FACIAS & GABLES

- STANDARD PVC STRIPS TO EAVES TO REMAIN (WHERE INCLUDED).
- GABLES TO BE LINED WITH A MINIMUM 4.5MM THICK (NOM) FIBRE CEMENT SHEET.

GUTTERS & DOWNPIPES

- BOX GUTTERS (WHERE INCLUDED) MUST BE METAL WITH METAL FLASHINGS.

WATER & GAS SUPPLY PIPES

- METAL DRAINAGE VENT PIPES WITH METAL MESH TO OPENINGS.
- COPPER WATER LINE CONNECTION TO HOUSE.
- METAL GAS LINE CONNECTION TO GAS METER.

GENERAL NOTES:

- ALL STEPS & STAIRS TO HAVE A 240mm MIN. & 355mm MAX. TREAD WIDTH, 115mm MIN. & 190mm MAX. RISER HEIGHT & MUST COMPLY WITH N.C.C. 3.9.1.
- BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2. TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE FINISHED GROUND LEVEL.
- PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 &/OR N.C.C. 3.8.1.2

- SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR.
- ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS, & WITH A.S. 4055-2012 FOR WINDLOADING.
- FRAMING NOTES:
TIMBER ROOF TRUSSES TO MANUFACTURERS COMPUTATIONS AND LAYOUTS.

- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684.2-2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.

DESIGN: DUNES 19

FACADE: LUMI

CEILING: 25. L

GARAGE: DOUBLE

LOCATION: F

SECTION

VA6DUN19LUMS1

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501 Blackburn Road, Mount Waverley Vic 3149,
Tel: 03 9542 4999 Fax: 03 9542 4998
Building Practitioner Reg. No. DB-U8929
A.C.N. 603 519 366 www.australianbuildingcompany.com.au

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OWNER: MR. J. W. & MRS. L. C. STURDY

LOT 528 WOODMAN CIRCUIT

WOLLERT

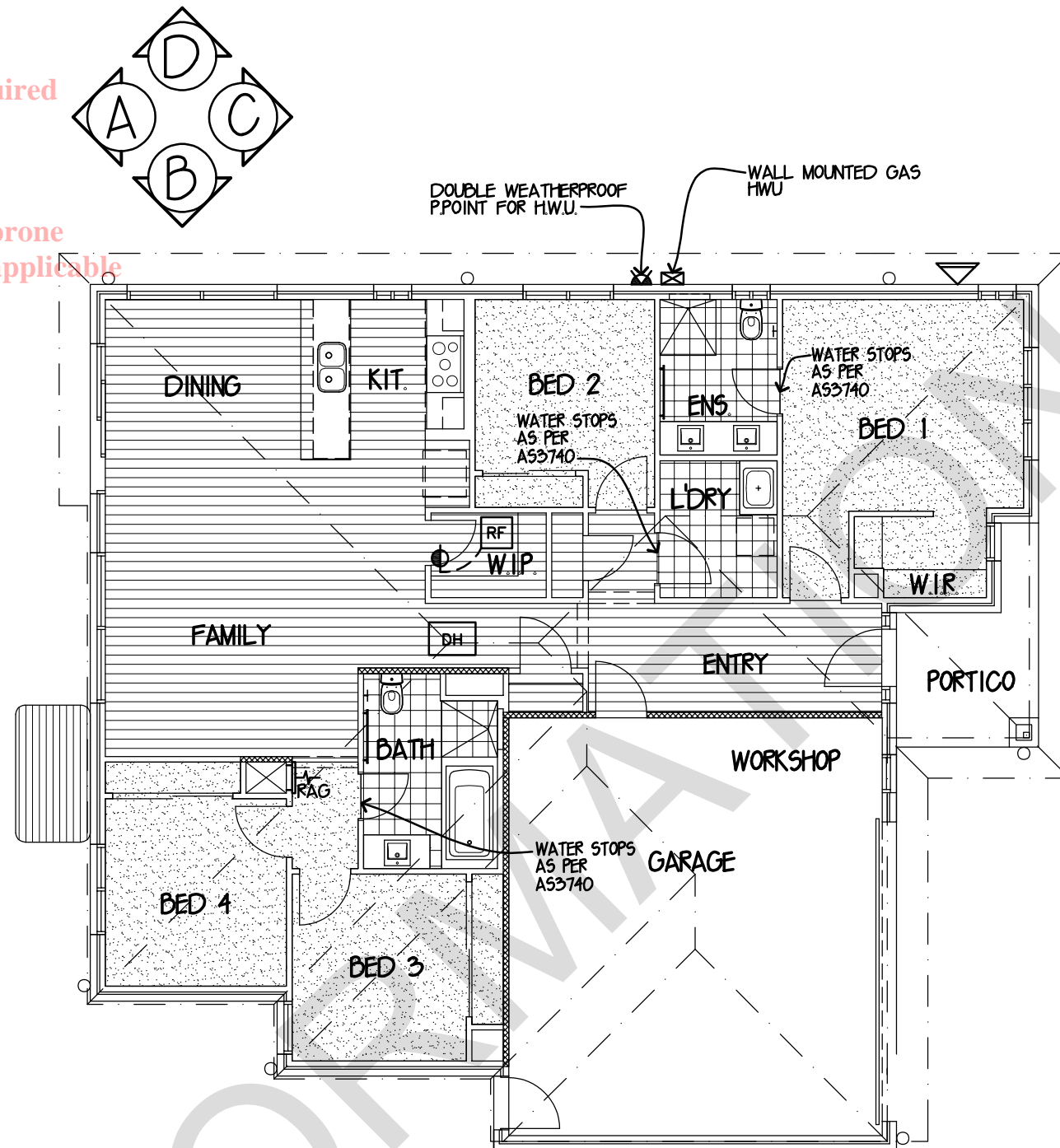
JOB NO: 731625 DATE: 29/10/21

F.C.DATE: 19/01/22 MST VER: 19/08/2020

PERMIT No:

DRAWN: DA CHKD: BGM SHEET: 5 of 9

- NO PROTECTION WORKS required
- Allotment is TERMITE PRONE
- Recycled Water
- Bored Piers Required
- NOT DESIGNATED as bushfire prone
- PERFORMANCE SOLUTIONS applicable
- MEL REF 182 G1



GAS METER TO BE LOCATED 1000MM FROM FRONT BOUNDARY

LEGEND

- SGL WEATHER PROOF P.POINT @ 1050MM
- H.W.U. POSITION
- GAS METER
- METER BOX
- FLOOR TILING
- TIMBER FLOORING
- CARPET FLOORING
- DUCTED HEATING UNIT LOCATION
- DUCTED HEATING RETURN AIR WALL GRILLE
- ROOF ACCESS
- LIGHT OUTLET & SGL. P.POINT TO ROOF
- EVAPORATIVE COOLING UNIT LOCATION

CONSTRUCTION DRAWINGS ...15/11/2021...

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

DESIGN: DUNES 19
FACADE: LUMI CEILING: 25, L
GARAGE: DOUBLE LOCATION: F

FLOOR COVERING PLAN VA6DUN19LUM51

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OWNER: MR. J. W. & MRS. L. C. STURDY

LOT 528 WOODMAN CIRCUIT
WOLLERT

JOB NO: 731625 DATE: 29/10/21

F.C.DATE: 19/01/22 MST VER: 19/08/2020

PERMIT No:

DRAWN: DA CHKD: BGM SHEET: 6 of 9

INSPECTION BOOKING

03 9673 0000

24 HOURS NOTICE REQUIRED

FLOOR COVERING PLAN 1:100

NOTE: DIMENSIONS TO BE TAKEN TO TOP OF SLAB UNO. HIGHLIGHTED DIMENSIONS ARE TO SLAB EXTENTS AND ARE FOR SETOUT PURPOSES ONLY. SLAB LAYOUT PLAN IS TO BE USED IN CONJUNCTION WITH SITEPLAN, FLOOR PLAN AND ENGINEERING AS REQUIRED.

NOTE: GARAGE DIVIDING STUD WALL TO BE ON GARAGE FLOOR LEVEL (REFER S-TYP-GARA-02 & S-TYP-SILL-04)

NOTE: WASTE POINT TO VANITY BASINS TO BE LOCATED WITHIN STUD WALL BEHIND (AS INDICATED ON PLAN).

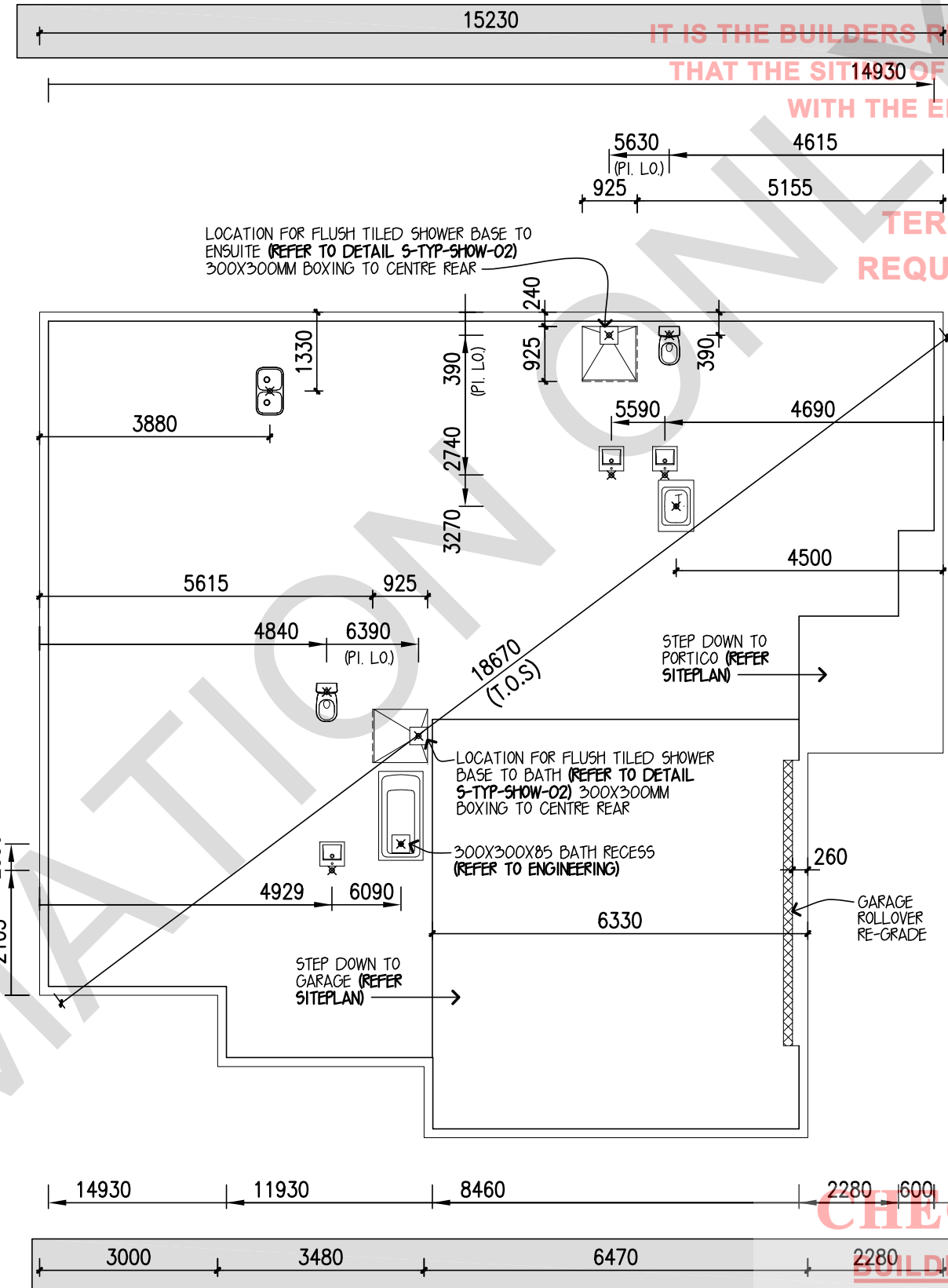
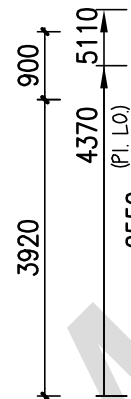
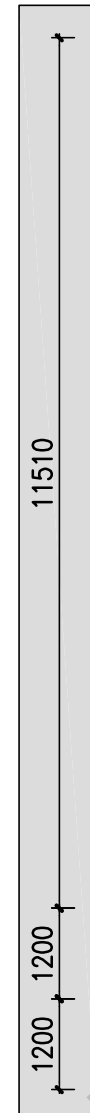
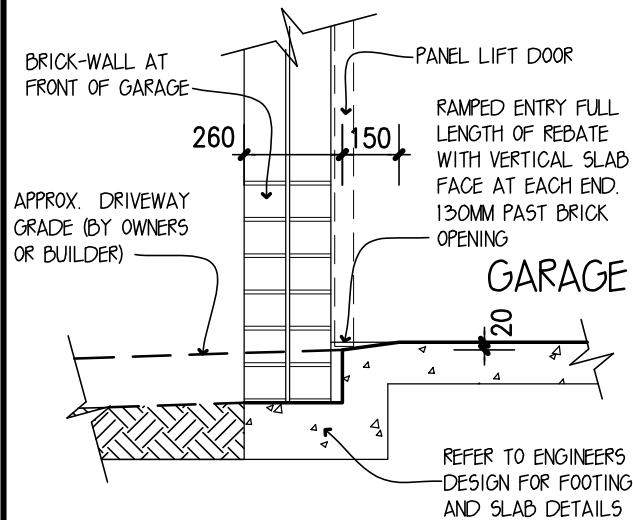
CONSTRUCTION DRAWINGS 15/11/2021

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

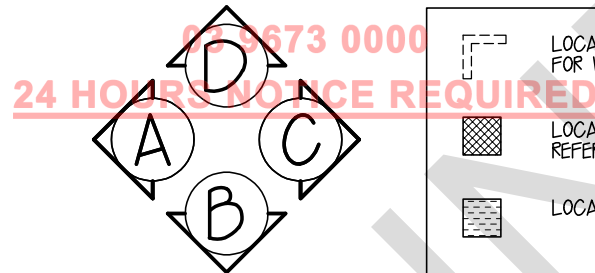


IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITE OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

TERMITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3660.1

CHECKPOINT BUILDING SURVEYORS

INSPECTION BOOKING



- LOCATION OF INTERNAL WALLS FOR WET AREAS
- LOCATION OF WIDER REBATES, REFER TO DIMENSIONS.
- LOCATION OF PLUMBING STACK.
- INDICATES DOWN PIPE LOCATION (DIMENSION FOR EXACT LOCATIONS)

- ★ START POINT FOR ALL EXTERNAL DIMENSIONS (IDEAL START POINT TO BE TAKEN FROM REAR CORNER OF THE LONGEST RUN OF WALL)
- INDICATES WASTE LOCATION (DIMENSION FOR EXACT LOCATIONS)
- 300X300MM BOXING TO CENTRE REAR
- LOCATION FOR FLUSH TILED SHOWER BASE TO BATHROOMS & ENSUITES (REFER TO DETAIL S-TYP-SHOW-02)
- INDICATES DOWN PIPE LOCATION (DIMENSION FOR EXACT LOCATIONS)

DESIGN: DUNES 19
FACADE: LUMI CEILING: 25, L
GARAGE: DOUBLE LOCATION: F

SLAB LAYOUT PLAN
VA6DUN19LUMS1

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OWNER: MR. J. W. & MRS. L. C. STURDY
LOT 528 WOODMAN CIRCUIT
WOLLERT

JOB NO: 731625 DATE: 29/10/21
F.C.DATE: 19/01/22 MST VER: 19/08/2020
PERMIT No:
DRAWN: DA CHKD: BGM

FORM 16

Regulation 192 Building Act 1993 Building Regulations 2018 OCCUPANCY PERMIT



PROPERTY DETAILS

Lot 528 (33) Woodman Circuit, Wollert - 3750			
LP/PS	VOLUME	FOLIO	COUNTY
PS832953Y	12342	190	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
City of Whittlesea			

BUILDING PERMIT DETAILS

Building Permit No.: 9849270128627
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
2. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:
1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.
--

DATE OF FINAL INSPECTION

27/07/2022

RELEVANT BUILDING SURVEYOR

David Dennerley	REGISTRATION NO.
-----------------	------------------

BUSINESS

Checkpoint Building Surveyors Address: 226 Normanby Road Southbank VIC 3006 Email: enquiries@check-point.com.au Phone: (03) 9673 0000	OCCUPANCY PERMIT NO.
	9849270128627

SIGNATURE

	DATE OF ISSUE
	03/08/2022

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

Domestic Building Insurance

Certificate of Insurance

Jarrold William Sturdy, Laura Carmen Sturdy

**2 Cousin Dr
WANTIRNA SOUTH
VIC 3152**

Policy Number:

C667812

Policy Inception Date:

22/12/2021

Builder Account Number:

006598

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

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

At the property: **Lot 528 Woodman Circuit WOLLERT VIC 3750 Australia**

Carried out by the builder: **AUSTRALIAN BUILDING COMPANY PTY LTD**

Builder ACN: **603519366**

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

For the building owner(s): **Jarrold William Sturdy, Laura Carmen Sturdy**

Pursuant to a domestic building contract dated: **25/11/2021**

For the contract price of: **\$ 233,112.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

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

Period of Cover

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

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




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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$689.00
GST:	\$68.90
Stamp Duty:	\$75.79
Total:	\$833.69

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

	Certificate of insurance	Your Domestic Building Contract
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789
	Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321
	 Name of Builder and ACN match	 Name of Builder does not match
	 ACN does not match	

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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