

**We Know Conveyancing**



## **CONTRACT OF SALE**

**Vendor: Amandeep Verma and Jaspal Singh**

**Property: Unit\_\_\_/14 Wattle Street, Thomastown VIC 3074**

Prepared By:

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18 Belair Avenue,

Glenroy – 3046

VIC

**Property: Unit 1,2,3 /14 Wattle Street, Thomastown**

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, Amandeep Verma and Jaspal Singh, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

## **GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED**

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

### **Property Details**

Property Type	Residential Dwelling
Property Address	Unit 1,2,3/14 Wattle Street, Thomastown
Lot and Plan	Lot 1,2,3on Proposed PS910622Q
Volume and Folio	

### **Vendor Details**

Vendors Full Name	Amandeep Verma and Jaspal Singh
Vendor ABN	

### **Transaction Details**

Purchase Price	
GST Withholding amount	No amount payable

Vendor's Signature



Date 19/02/25

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address:** Unit\_\_\_/14 Wattle Street, Thomastown VIC 3074

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

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

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

**SIGNED BY THE VENDORS**..... on ...../...../20.....

Print name of person signing Amandeep Verma and Jaspal Singh

State nature of authority if applicable

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

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

### Off-the-Plan Sales

Section 9AA(1A) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

## PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co  
Tel:  
Email: sold@rataandco.com.au

VENDOR: Amandeep Verma and Jaspal Singh

VENDOR'S REPRESENTATIVE: WE KNOW CONVEYANCING  
Contact Person – Jatin Dewan  
Ph: 03 9430 1120  
Email: [jatin@weknowconveyancing.com.au](mailto:jatin@weknowconveyancing.com.au)  
Office: 18 Belair Avenue, Glenroy, VIC - 3046  
Ref: 24:7504:VERMA

PURCHASER: Name/s: .....  
.....  
Address: .....

PURCHASER'S REPRESENTATIVE: Name: .....  
Address: .....  
Tel: ..... Email: .....

STREET ADDRESS: Unit\_\_\_/14 Wattle Street, Thomastown VIC 3074  
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and  
contained only within the land described in Lot \_\_\_\_\_ on Proposed  
PS910622Q.

CHATTELS: All fixtures, floor coverings, electric light fittings and window furnishings as  
inspected.

PRICE: \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_ PAYABLE BY \_\_\_/\_\_\_/\_\_\_ OF WHICH  
\$ \_\_\_\_\_ HAS BEEN PAID.

BALANCE: \$ \_\_\_\_\_

### SETTLEMENT/PAYMENT OF BALANCE

is due on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(general condition 10)

being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the  
date upon which vacant possession / or receipts of the rents and profits of the  
property and chattels shall be given, namely upon acceptance of Title and  
payment of the whole of the purchase price, unless the land is a lot on an  
unregistered plan of subdivision, in which case settlement is due on the later  
of:

- ~~the above date; or~~
- 14 days after the purchaser's representative has been notified of the  
registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the  
issuing of the certificate of occupancy or certificate of completion



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

**GST** (refer to 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 a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

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

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:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

Lender:

Loan Amount: \$

Approval date:

## Off the Plan Concession

### FOR OWNER OCCUPIER ONLY

#### Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{ccccccc}
 \text{Contract price including GST} & & \times & \text{\% of building works component} & \text{Equals} & & \text{100\% building works components} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} \% & = & \$ & \boxed{\phantom{000000}} \\
 \text{From (1) above} & & & \text{From (2) above} & & & 
 \end{array}$$

Actual % of construction works completed after the contract  %

$$\begin{array}{ccccccc}
 \text{100\% building Deemed construction costs after the contract} & & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{works components after contract*} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} \% & = & \$ & \boxed{\phantom{000000}} \\
 \text{From (3) above} & & & \text{Please round up, ie 60\%, 70\%} & & & 
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rcl}
 \text{The contract price (total price paid including GST)} & & \$ \boxed{\phantom{000000}} \\
 \text{From (1) above} & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ \boxed{\phantom{000000}} \\
 \text{From (5) above} & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ \boxed{\phantom{000000}}
 \end{array}$$

## 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 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 the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged 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 -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. **Builder warranty insurance**

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

9. **General law land**

- 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 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 or 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) 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-
    - (i) there are no debts secured against the property; or
    - (ii) 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 a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment 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 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 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 notice being given
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## Special Conditions

1

### 1A Acceptance of title

General condition 12.4 is added:

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

#### 1B Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a 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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner 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;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(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.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### 3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### 4 No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### 5 Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### 6 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### 7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

### 8 Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### 9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

### 10. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

### 11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

### 12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

### 13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

#### **14. Plan of Subdivision (If Applicable)**

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within twenty four (24) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that twenty four (24) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

#### **15. Windfall Gains Tax (If Applicable)**

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

#### **16. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **17. Adjustments and Supporting Documents**

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

## GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

### SIGNED SEALED AND DELIVERED

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
  
in the presence of: ) Director (Sign)  
)  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
  
in the presence of: ) Director (Sign)  
)  
Witness..... )



## VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Amandeep Verma and Jaspal Singh  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: Folio: and known as

**STREET ADDRESS** Unit\_\_\_\_/14 Wattle Street, Thomastown VIC 3074

### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge**  
However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme: Whittlesea Planning Scheme

The responsible authority is: Whittlesea

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000**

1. Whittlesea
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- Owners Corporation (if applicable) special levies
- Land Tax if the property is not exempt as your principal place of residence
- Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

The land is affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4)(b) of the act are attached. Owners corporation certificate is to be provided by Vendors seven days before settlement. Purchasers acknowledge that in absence of Owners corporation certificate, this contract and Section 32 is not deemed to be defective.

**EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
  - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
  - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
  - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - II. If the later plan has not yet been certified, a copy of the latest version of the plan

**BUILDING PERMITS**- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

**INSURANCE DETAILS IN RESPECT OF THE LAND**- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

**VENDOR'S STATEMENT-** I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold We Know Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by We Know Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

*Signature/s of Vendor/s* .....

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by We Know Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

*Signature/s of Purchaser/s* .....



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 09028 FOLIO 644

Security no : 124101587963E  
Produced 04/11/2022 01:09 PM

LAND DESCRIPTION

Lot 50 on Plan of Subdivision 013482.  
PARENT TITLE Volume 08056 Folio 889  
Created by instrument F206154 19/02/1974

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
AMANDEEP VERMA  
JASPAL SINGH both of 1 WINSTON STREET LALOR VIC 3075  
AV919057S 02/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV919058Q 02/08/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2448748

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

DIAGRAM LOCATION

SEE LP013482 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV919056U (E)	DISCHARGE OF MORTGAGE	Registered	02/08/2022
AV919057S (E)	TRANSFER	Registered	02/08/2022
AV919058Q (E)	MORTGAGE	Registered	02/08/2022

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 14 WATTLE STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

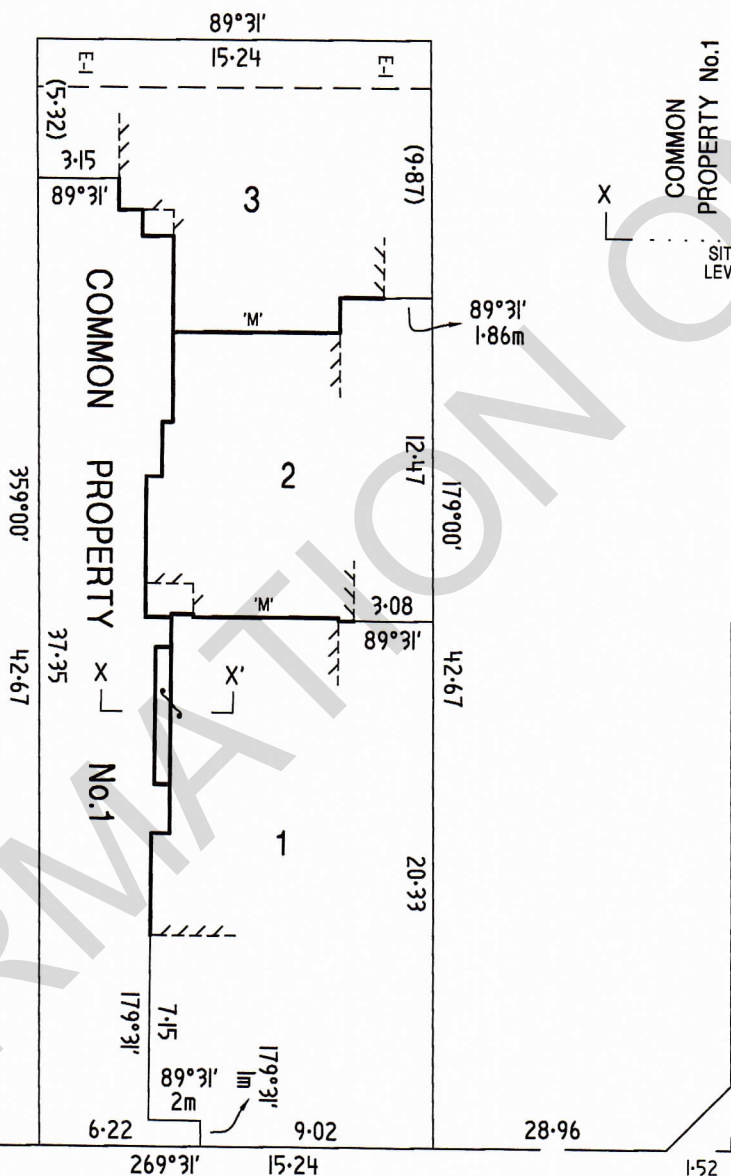
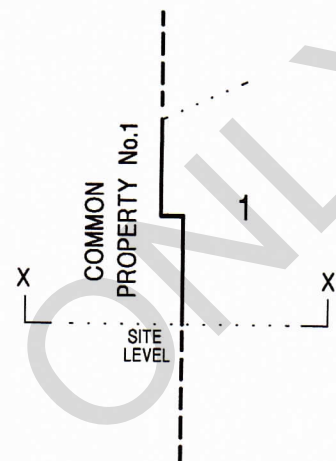
eCT Control 18601V BANKWEST  
Effective from 02/08/2022

DOCUMENT END

Plan Number  
PS 910622Q



CROSS SECTION X-X'  
NOT TO SCALE



WATTLE STREET

MYRTLE STREET

**JRL**  
LAND SURVEYORS

SUITE 107/91 MURPHY STREET  
RICHMOND 3121  
POSTAL ADDRESS:  
PO BOX 7, IVANHOE 3079  
PHONE: (03) 9425 9944  
EMAIL: mail@jrl.net.au

SURVEYORS REF:  
18-087

ORIGINAL SHEET  
SIZE: A3

SCALE  
1:200

2 0 2 4 6 8  
LENGTHS ARE IN METRES

SHEET 2

LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: 1

OWNERS CORPORATION SCHEDULE						Plan Number PS 910622Q		
Owners Corporation		1		Plan No.		PS 910622Q		
Land affected by Owners Corporation:		Lots 1, 2, 3 and Common Property No.1						
Limitations of Owners Corporation:		Unlimited						
Notations								
Lot Entitlement and Lot Liability								
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10						
2	10	10						
3	10	10						
Total	30	30	Total			Total		

JRL<sup>+</sup>


LAND SURVEYORS

SUITE 107/91 MURPHY STREET  
RICHMOND 3121  
POSTAL ADDRESS:  
PO BOX 7, IVANHOE 3079  
PHONE: (03) 9425 9944  
EMAIL: mail@jrl.net.au

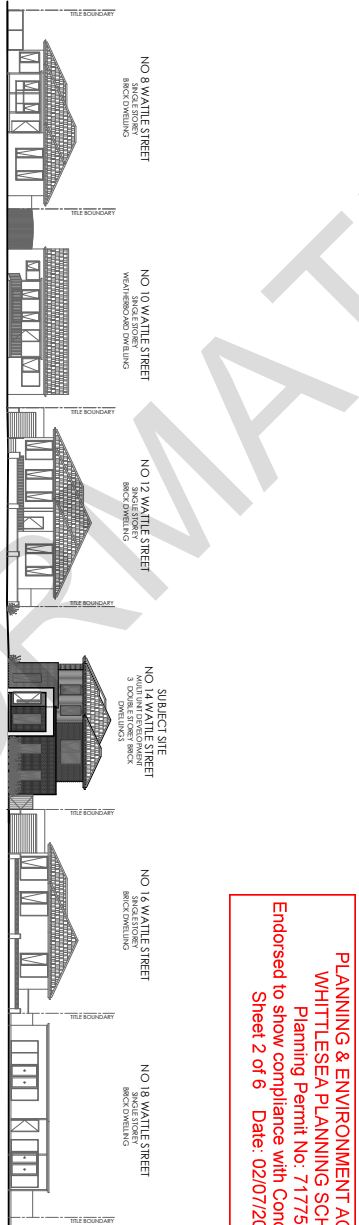
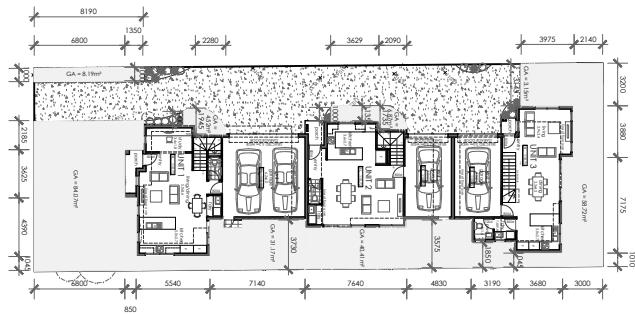
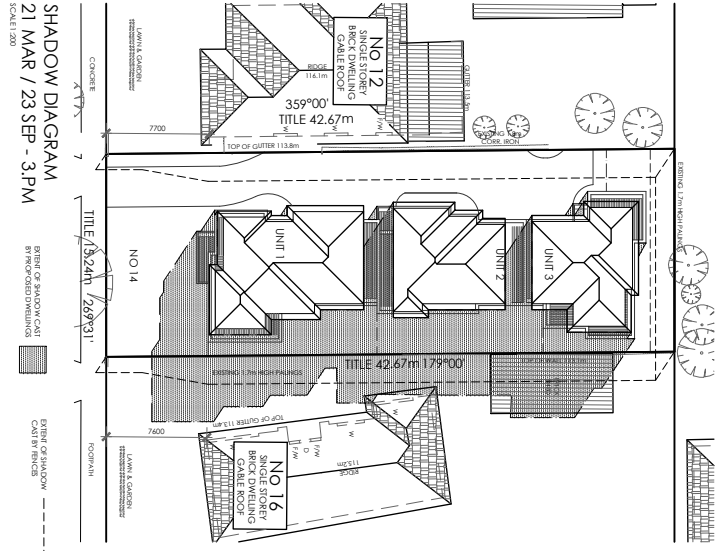
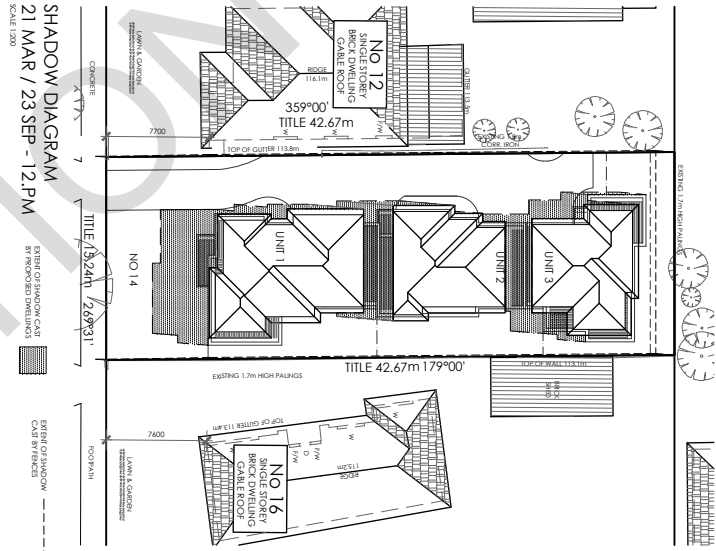
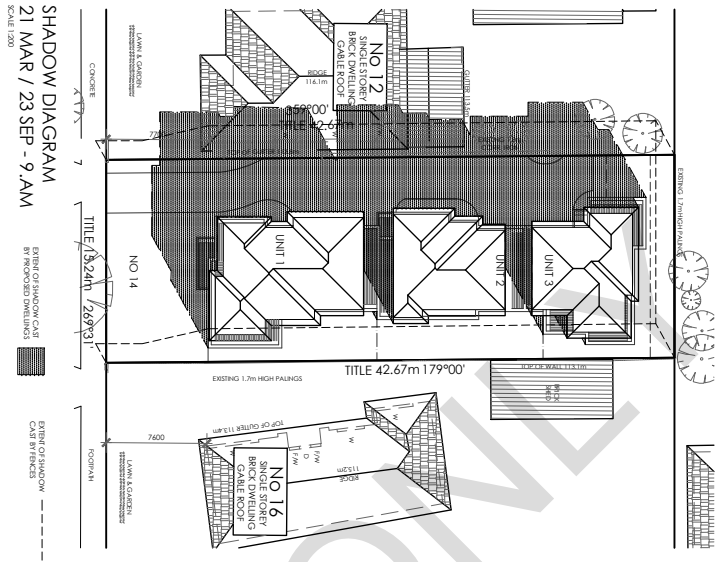
SURVEYORS REF: 18-087  
  
LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: 1

ORIGINAL SHEET SIZE: A3  
SHEET 1



<b>PLAN OF SUBDIVISION</b> (SECTION 22 SUBDIVISION ACT 1988)			<b>EDITION 1</b>	Plan Number <b>PS 910622Q</b>
<b>LOCATION OF LAND</b>  PARISH: KEELBUNDORA TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 26 (PART) TITLE REFERENCE: Vol 9028 Fol 644  LAST PLAN REFERENCE: LOT 50 ON LP 13482 POSTAL ADDRESS: 14 WATTLE STREET (at time of subdivision) THOMASTOWN 3074  MGA2020 CO-ORDINATES: E: 326145 ZONE: 55 (of approx centre of land in plan) N: 5828090			COUNCIL NAME: WHITTLESEA CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES  COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS ON THE PLAN.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.  FOR DETAILS OF OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION	DOES NOT APPLY			
SURVEY: This plan is <del>is not</del> based on survey.  STAGING: This <del>is</del> /is not a staged subdivision. Planning Permit No. _____  This survey has been connected to permanent marks No(s). _____ NOT YET CONNECTED  In Proclaimed Survey Area No. _____				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP 13482	LOTS ON LP 13482
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER
E-1	DRAINAGE	1.83	THIS PLAN	CITY OF WHITTLESEA
 SUITE 107/91 MURPHY STREET RICHMOND 3121 POSTAL ADDRESS: PO BOX 7, IVANHOE 3079 PHONE: (03) 9425 9944 EMAIL: mail@jrl.net.au		SURVEYORS REF: 18-087  LICENSED SURVEYOR: RYAN LANSFIELD VERSION: 1		ORIGINAL SHEET SIZE: A3  SHEET 1 OF 2

## ONLINE DEVELOPMENT STREET STOWN RESPONSE



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No. 717754  
Endorsed to show compliance with Condition (s) 2 & 3  
Sheet 2 of 6 Date: 02/07/2019



**IKONOMIDIS REID**  
architecture + development solutions

[illegible][illegible]

## LEGEND



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: 717754  
Endorsed to show compliance with Condition (s) 2 & 3  
Sheet 4 of 6 Date: 02/07/2019

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IKONOMIDIS REID  
Architecture + development solutions  
713 PLENTY ROAD RESERVOIR 3073 EMAIL: ADMIN@IKONREID.COM.AU  
PH: 94782896 FX: 94782034

REV DATE ISSUE

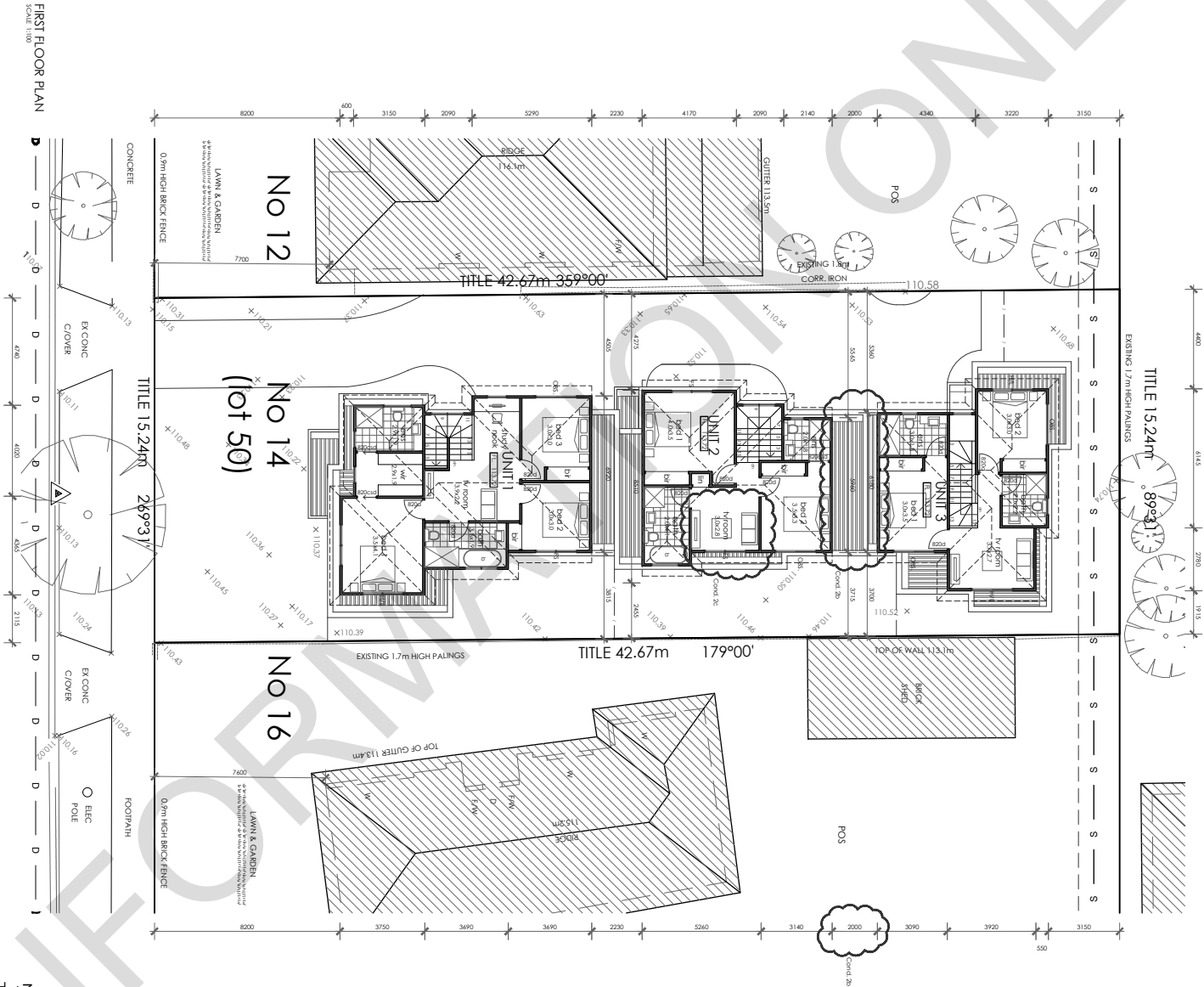
REV DATE ISSUE

REV DATE ISSUE

C  
MAY 19  
CONCESSIONAL LEASE ISSUE

TP-05 C

ISSUING SCALE DRAWN DATE  
01/2019 11/10/2019 MAY 19



FIRST FLOOR PLAN  
SCALE 1:500

MULTI UNIT DEVELOPMENT  
14 WAITLE STREET  
THOMASTOWN

FIRST FLOOR PLAN





# Imaged Document Cover Sheet

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Document Identification	<b>LP013482</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>19/11/2021 10:09</b>

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— PLAN OF SUBDIVISION —  
— OF PART OF CROWN PORTION 26 —  
— PARISH OF KEELBUNDORA —  
— COUNTY OF BOURKE —

LP 13482  
EDITION 2  
PLAN MAY BE LODGED 7-3-1931  
3 SHEETS  
SHEET 1

**COLOUR CODE**  
BL=BLUE G=GREEN  
BR=BROWN P=PURPLE  
Y=YELLOW R=RED  
H-HATCH CH=CROSS HATCH

**APPROPRIATIONS**

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

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

**ENCUMBRANCES**

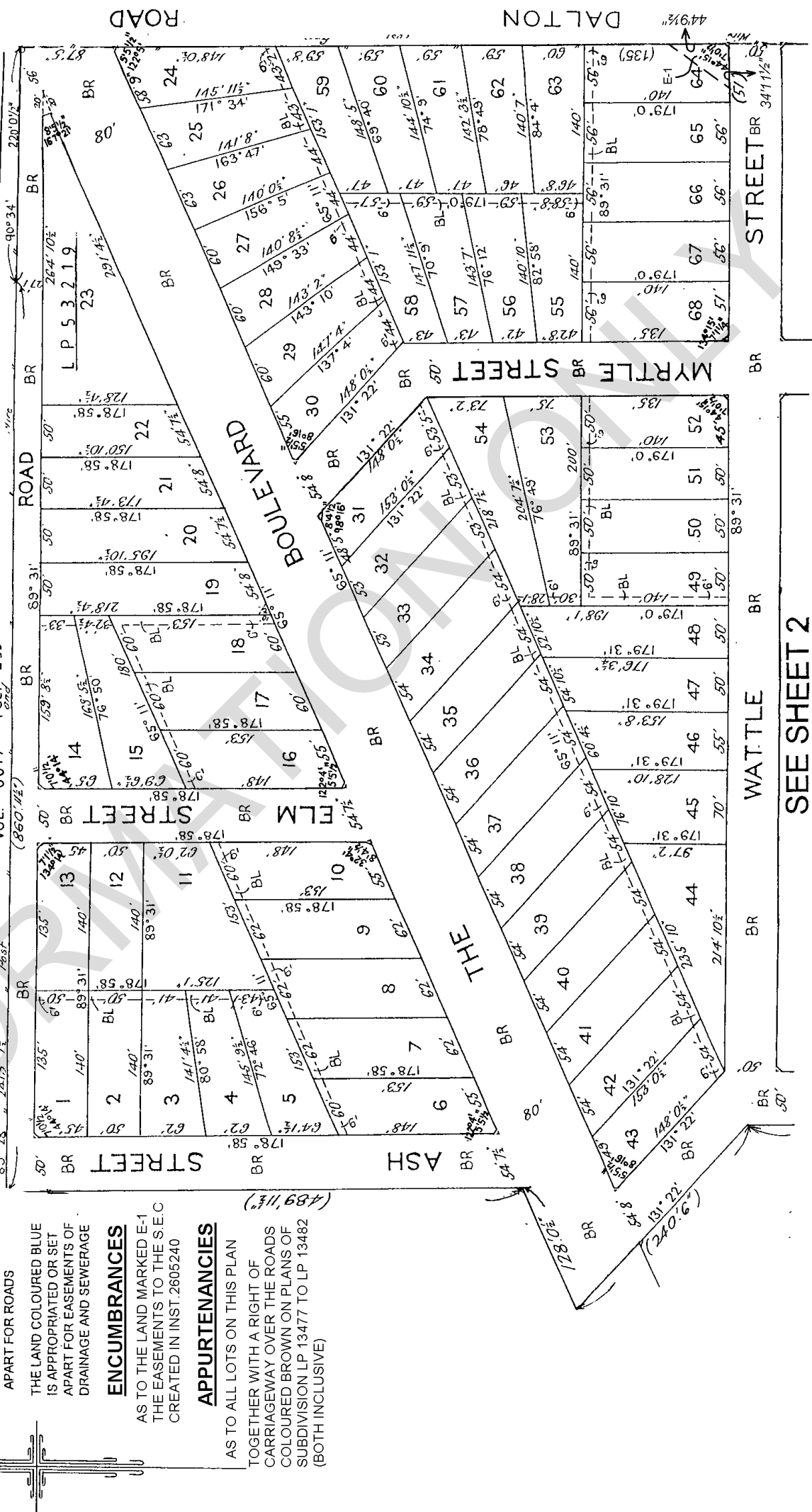
AS TO THE LAND MARKED E-1  
THE EASEMENTS TO THE S.E.C  
CREATED IN INST.2605240

**APPURTENANCES**

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

SCALE 100 FEET TO AN INCH  
VOL. 6617 FOL. 253

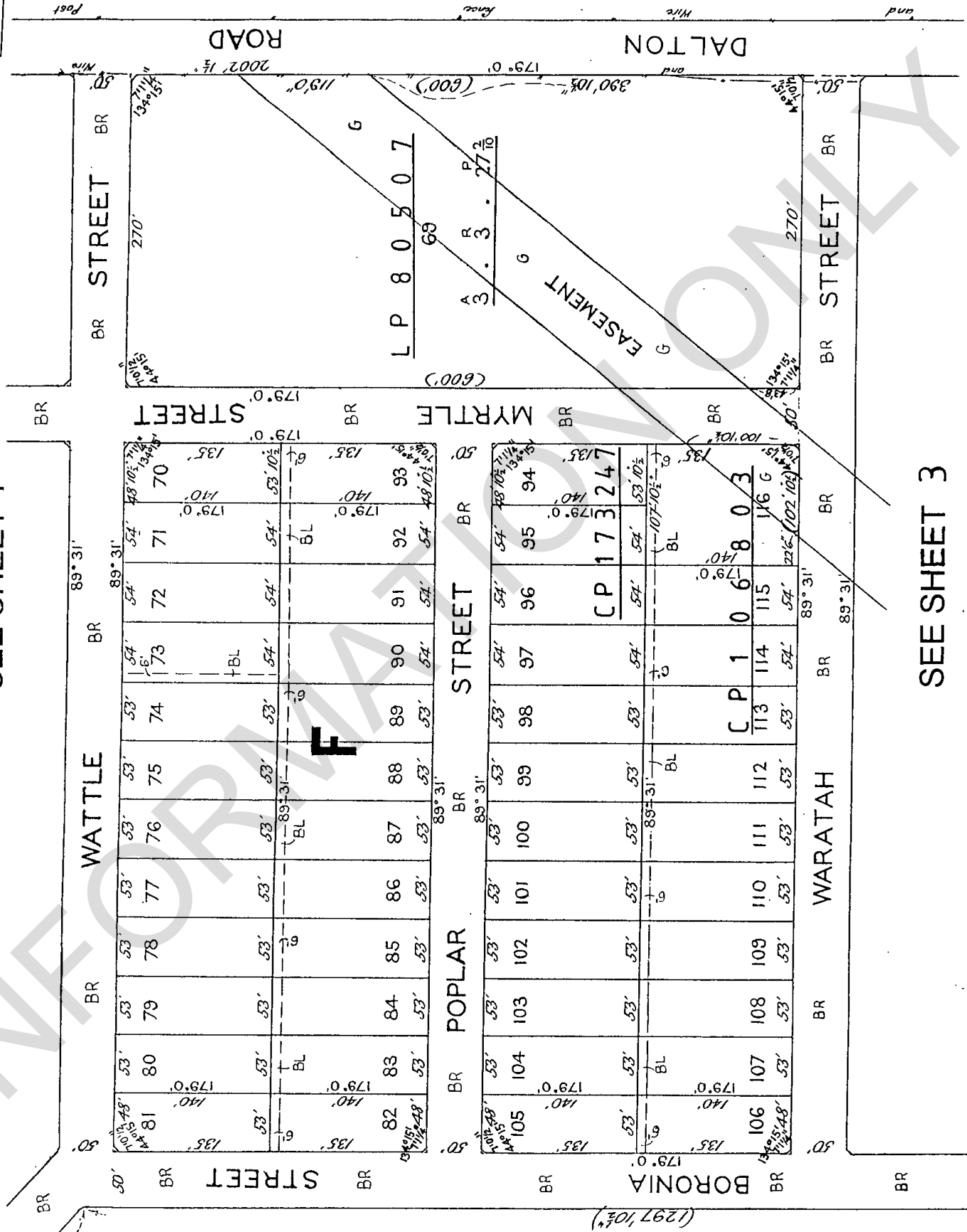
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intersection of the Street alignments is 5 feet,  
except where otherwise shown. —

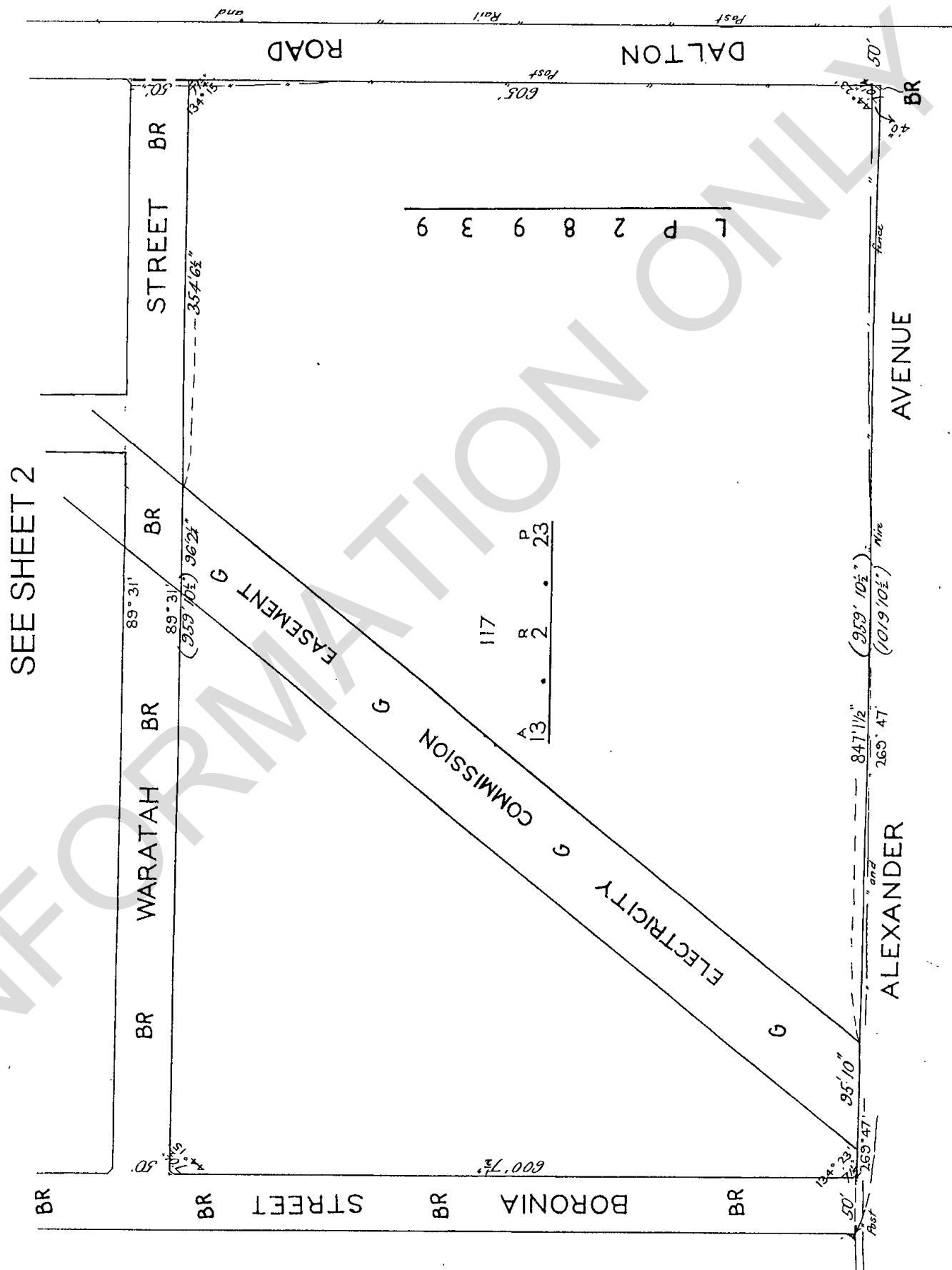


SEE SHEET 2

SEE SHEET 1

SEE SHEET 3







# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.**

# PLAN NUMBER

LP 13482

[illegible]

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Document Identification	<b>2448748</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
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5140810  
13478  
FREEHOLD

PROUDFOOT & HORTON

2448748

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY

PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being regis-

tered as the proprietor of an estate in fee simple in the land

hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED

POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY

SCOTT the Younger Secretary both of 229 Collins Street Melbourne

DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the

said Henry Scott the Younger as joint tenants ALL its estate

and interest in ALL THOSE pieces of land being Lots 1 to 130

(both inclusive) on Plan of Subdivision No. 13477 lodged in the

Office of Titles / Lots 1 to 133 (both inclusive) on Plan of

Subdivision No. 13478 lodged in the Office of Titles / Lots 1 to

177 (both inclusive) on Plan of Subdivision No. 13479 lodged in

the Office of Titles / Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,

30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,

47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,

65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81,

82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,

113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125,

126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138,

139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,

152 and 153 on Plan of Subdivision No. 13480 lodged in the Office

of Titles / Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16,

17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35,

36, 37, 38, 39, 41, 42, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55,

56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,

75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92,

93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107,

108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120,

121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137,

138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,

151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



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

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

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

..... Director

..... Director

..... Secretary





2448748

2448748

SIGNED by the said HENRY SCOTT )

the Elder in Victoria in the )

presence of :- )

*William  
Baker to Bradford & Co  
Solicitors Melbourne*

SIGNED by the said HENRY SCOTT )

the Younger in Victoria in the )

presence of :- )

*William*

*H. Scott*

ENCUMBRANCES REFERRED TO :

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

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

easements to the State Electricity Commission of Victoria

created by Instruments Nos. 1309350 and 1210118 respectively in  
the Register Book.



DATED

1951

ATHLONE INVESTMENTS PTY. LTD.

- to -

Mr. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,  
Solicitors  
87 Queen Street,  
MELBOURNE.

I CERTIFY

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

*S. Kennedy*

Assistant Director of Titles

2.

PLAN OF SUBDIVISION

7/682

No.

Prepared on Linen  
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077  
3600

Folio

373  
856

Noted on C/T

Charted

Chandiganga 130 122 LP 1261

Date of Consent of Council

11-2-57

Complies with Section 568

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

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

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

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

File in bag



INFORMATION ONLY



Project Number: 20212651

**FORM 2**

**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

**Building Permit No. CBS-U 66127/8592978668137**

**Issue to**

Agent of Owner: **Amandeep Verma & Jaspal Singh**

Postal Address: **1 Winston Street, LALOR VIC**

Email: [ronnie\\_doa@yahoo.com](mailto:ronnie_doa@yahoo.com)

Address for serving or giving of documents:

**1 Winston Street, LALOR VIC**

Contact Person: **Amandeep Verma & Jaspal Singh**

Postcode: **3075**

Telephone: **0411 795 293**

Postcode: **3075**

Telephone: **0411 795 293**

**Ownership Details**

Owner: **Amandeep Verma & Jaspal Singh**

Postal Address: **1 Winston Street, LALOR VIC**

Email: [ronnie\\_doa@yahoo.com](mailto:ronnie_doa@yahoo.com)

Contact Person: **Amandeep Verma & Jaspal Singh**

Postcode: **3075**

Telephone: **0411 795 293**

**Property Details**

Number: **14** Street/Road: **Wattle Street**

Lot/s: **50** LP/PS: **013482**

CA: **n/a** Section No: **n/a**

Municipal District: **Whittlesea City Council**

Suburb: **Thomastown**

Postcode: **3074**

Volume: **09028**

Folio: **644**

Parish: **Keelbundora**

County: **Bourke**

**Builder**

Name: **Angele Homes Pty Ltd**

Telephone: **0414 739 241**

Registration no.: **CDB-U 51081**

**Domestic Builder - Unlimited**

Postal Address: **7 Polesden, ROXBURGH PARK VIC**

Postcode: **3064**

This builder is specified under section 24B [4a] of the Building Act 1993 for the building work to be carried out under this permit.

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Timothy Reid	Draftsperson - Building Design (Architectural)	DP-AD 17362
Halil Akdeniz	Engineer - Civil	PE0001506
Ian Moore	Engineer - Fire Safety	PE0003103

**Details of Domestic Building Work Insurance**

Name of Builder: **Angele Homes Pty Ltd**

Name of Issuer or Provider: **Master Builders Insurance Brokers Pty Ltd**

Policy Number: **C741703, C741704 & C741705**

Policy cover: **\$900,000.00**

**Details of Relevant Planning Permit**

Planning Permit No: **2018-717754**

Date of grant of Planning Permit: **24 December 2018**

**Nature of Building Work**

Construction of 3 New Double Storey Dwellings & Associated Garages Only

Storeys contains: **2**

Version of BCA applicable to permit: **BCA Vol.2 2019**

Stage of Building Work Permitted: **Entire Dwelling & Garage Only**

Cost of Building Work: **\$880,000.00**

Total floor area of new building work m<sup>2</sup>: **464**

**BCA Classification**Part of Building: **Dwelling - Unit 1, Unit 2 & Unit 3**Part of Building: **Associated Garage**Class: **1a(b)**Class: **10a****Performance Solution**

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

Relevant performance requirement	Details of performance solution
NCC 3.7.2.3 and P2.3.1	To permit First-floor walls of all units being within 1.8m of the future subdivision line

**Prescribed Reporting Authorities**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

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

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

**Commencement and Completion**

This building work must commence by 04 November 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 04 November 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 and required Certificates**

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

**Relevant Building Surveyor**

Name:  
Address:  
Email:  
Building practitioner registration no.:  
Municipal district:

**Opes Permits Pty Ltd**  
**824 Pascoe Vale Road, GLENROY VIC 3046**  
[admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
**CBS-U 66127**  
**Whittlesea City Council**

**Designated Building Surveyor**

Name:  
Permit no.:  
Building practitioner registration no.:  
Date of issue of permit:  
Signature:

**Mehmet Yuksel**  
**CBS-U 66127/8592978668137**  
**BSU-44430**  
**04 November 2022**



# Domestic Building Insurance

## Certificate of Insurance

Policy Number:

**C741703**

Policy Inception Date:

**19/10/2022**

Builder Account Number:

**000482**

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 1 14 Wattle St THOMASTOWN VIC 3074 Australia**

Carried out by the builder: **ANGELE HOMES PTY LTD**

Builder ACN: **125159275**

**!** 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):

Pursuant to a domestic building contract dated: **05/10/2022**For the contract price of: **\$ 350,000.00**Type of Cover: **Cover is only provided if ANGELE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto: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:	<b>\$4,140.00</b>
GST:	<b>\$414.00</b>
Stamp Duty:	<b>\$455.40</b>
<b>Total:</b>	<b>\$5,009.40</b>

**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
	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>
	<p>Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910</p>	<p>Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>✓</p> <p>Name of Builder and ACN match</p>	<p>✗</p> <p>Name of Builder does not match</p>
	<p>✗</p> <p>ACN does not match</p>	

## Domestic Building Insurance

## Certificate of Insurance

Policy Number:

**C741704**

Policy Inception Date:

**19/10/2022**

Builder Account Number:

**000482**

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 2 14 Wattle St THOMASTOWN VIC 3074 Australia**

Carried out by the builder: **ANGELE HOMES PTY LTD**

Builder ACN: **125159275**

**!** 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):

Pursuant to a domestic building contract dated: **05/10/2022**For the contract price of: **\$ 265,000.00**Type of Cover: **Cover is only provided if ANGELE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

## PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto: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:	<b>\$3,651.00</b>
GST:	<b>\$365.10</b>
Stamp Duty:	<b>\$401.61</b>
<b>Total:</b>	<b>\$4,417.71</b>

**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	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: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789
Your Domestic Building Contract	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321	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

# Domestic Building Insurance

## Certificate of Insurance

Policy Number:

**C741705**

Policy Inception Date:

**19/10/2022**

Builder Account Number:

**000482**

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 14 Wattle St THOMASTOWN VIC 3074 Australia**

Carried out by the builder: **ANGELE HOMES PTY LTD**

Builder ACN: **125159275**

**!** 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):

Pursuant to a domestic building contract dated: **05/10/2022**

For the contract price of: **\$ 265,000.00**

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

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

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

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto: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:	<b>\$3,651.00</b>
GST:	<b>\$365.10</b>
Stamp Duty:	<b>\$401.61</b>
<b>Total:</b>	<b>\$4,417.71</b>

**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
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	<p>Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910</p>	<p>Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>✓</p> <p>Name of Builder and ACN match</p>	<p>✗</p> <p>Name of Builder does not match</p>
	<p>✗</p> <p>ACN does not match</p>	



**PERMIT NUMBER: PLN-39499**



*City of Whittlesea*

**PLANNING PERMIT**

WHITTLESEA PLANNING SCHEME

**ADDRESS OF THE LAND:**

14 WATTLE STREET, THOMASTOWN  
LOT 50 LP 13482

**THE PERMIT ALLOWS:**

THREE LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**Plans**

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

**Services**

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

**Date Issued:** 16 September 2022

**PLN-39499**

**Signature for the  
Responsible Authority: Signed in SPEAR**

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

**Prior to the issue of Certification**

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

**Prior to the issue of Statement of Compliance**

- (4) Prior to the issue of a Statement of Compliance for the subdivision permitted under this permit:
  - (i) the owner must complete buildings and works approved under Planning Permit No. 717754 issued on 24 December 2018 to the satisfaction of the Responsible Authority; or
  - (ii) the owner of the land must enter into, and register on title, an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, which amongst other things, provides that:
    - a) except with the consent of the Responsible Authority, the development of any lot created by the subdivision of the land must be in accordance with the development authorised by Planning Permit No. 717754 issued by the Responsible Authority and the various conditions included in that Planning Permit and the development depicted in the plans from time to time endorsed pursuant to that Planning Permit.
    - b) the cost of the preparation or review of the agreement and its registration on the title to the land must be borne by the owner of the land.
- (5) The development of all lots created by the subdivision hereby approved must meet all the conditions and requirements of Planning Permit No. 717754.
- (6) No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- (7) All filling on the site shall be compacted to specifications approved by the Responsible Authority.

**Public Open Space Contribution**

- (8) In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 2% of the site value of all the

**Date Issued:** 16 September 2022

**PLN-39499**

**Signature for the  
Responsible Authority: Signed in SPEAR**

land in the subdivision. This payment must be made prior to the issue of a Statement of Compliance.

**Telecommunications**

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

**Yarra Valley Water**

- (11) Water
- The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- (12) Sewerage
- The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

**AusNet**

- (13) The applicant must-
- Enter into an agreement with Ausnet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.

**Date Issued:** 16 September 2022

**PLN-39499**

**Signature for the  
Responsible Authority: Signed in SPEAR**

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

**Time Limit**

- (14) In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:
- (a) the plan is not certified within two years of the issue of the permit; or
  - (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

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

**PERMIT NOTE**

**Fire Rating Report**

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

**Infrastructure Protection**

Should Statement of Compliance for the Subdivision be achieved prior to completion of the development as permitted by Planning Permit 717754 the site will remain a construction zone subject to the requirements of the approved Site Management Plan and a reinspection of the Public Assets will be undertaken by the Infrastructure Protection Unit upon completion of the development. All Public Assets will be required to be constructed/reinstated to the satisfaction of the Responsible Authority at that time.

**Date Issued:** 16 September 2022

**PLN-39499**

**Signature for the  
Responsible Authority: Signed in SPEAR**

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20212651

**OCCUPANCY PERMIT**  
**For Building Permit No. CBS-U 66127/8592978668137**

**Property Details**

**Address:** 14 Wattle Street, Thomastown Vic 3074  
**Lot:** 50  
**CA:** n/a  
**Municipality:** Whittlesea City Council  
**LP/PS:** 013482  
**Volume:** 09028  
**Parish:** Keelbundora  
**Section:** n/a  
**Folio:** 644  
**County:** Bourke

**Building permit details**

**Building permit number:** CBS-U 66127/8592978668137  
**Version of BCA applicable to building permit:** BCA Vol.2 2019

**Building Details**

**Part of building to which permit applies:** Multiple - Dwellings & Associated Garages (Units 1, 2 & 3)  
**Permitted Use:** Residential  
**BCA Class of building:** 1a(b), 10a  
**Maximum Permissible Floor Live Load:** Dwellings Floor 1.5 kPa, Roof 0.25 kPa & Stairs 2.0 kPa  
Garage Floor 2.5 kPa & Roof 0.25 kPa  
**Storeys contained** 2

**Performance Solutions**

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
NCC 3.7.2.3 and P2.3.1	To permit First-floor walls of all units being within 1.8m of the future subdivision line

**Reporting Authority**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

**Suitability of Occupation**

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

**Date of Approved Inspection:**

Bored Piers Inspection 16/12/2022  
Pre-Slab Inspection 10/02/2023  
Slab-Steel Inspection 14/02/2023  
Frame Inspection 28/07/2023  
Final Inspection 18/06/2024

**Relevant Building Surveyor:**

Name: Mehmet Yuksel  
Address: PO BOX 2042, Oak Park VIC 3046  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
BSU-44430  
Building practitioner registration no.: Whittlesea City Council  
Municipal district name: CBS-U 66127/8592978668137 - Occupancy Permit  
Certificate no. 4 September 2024  
Date of issue: 18 June 2024  
Date of final inspection  
Signature:



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 08 August 2024 09:43 AM

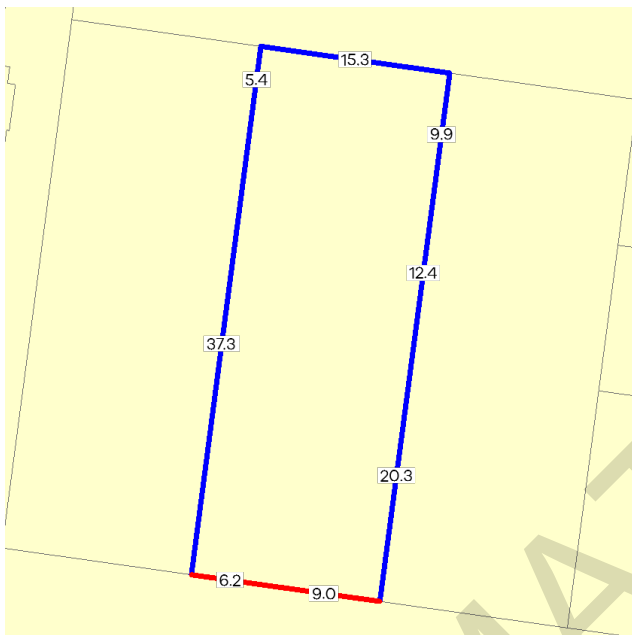
## PROPERTY DETAILS

Address: **14 WATTLE STREET THOMASTOWN 3074**  
Lot and Plan Number: **Lot 50 LP13482**  
Standard Parcel Identifier (SPI): **50\LP13482**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **170142**  
Directory Reference: **Melway 9 B7**

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

## SITE DIMENSIONS

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



**Area:** 651 sq. m

**Perimeter:** 116 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 August 2024 09:44 AM

## PROPERTY DETAILS

Address: **14 WATTLE STREET THOMASTOWN 3074**  
Lot and Plan Number: **Lot 50 LP13482**  
Standard Parcel Identifier (SPI): **50\LP13482**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **170142**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 B7**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

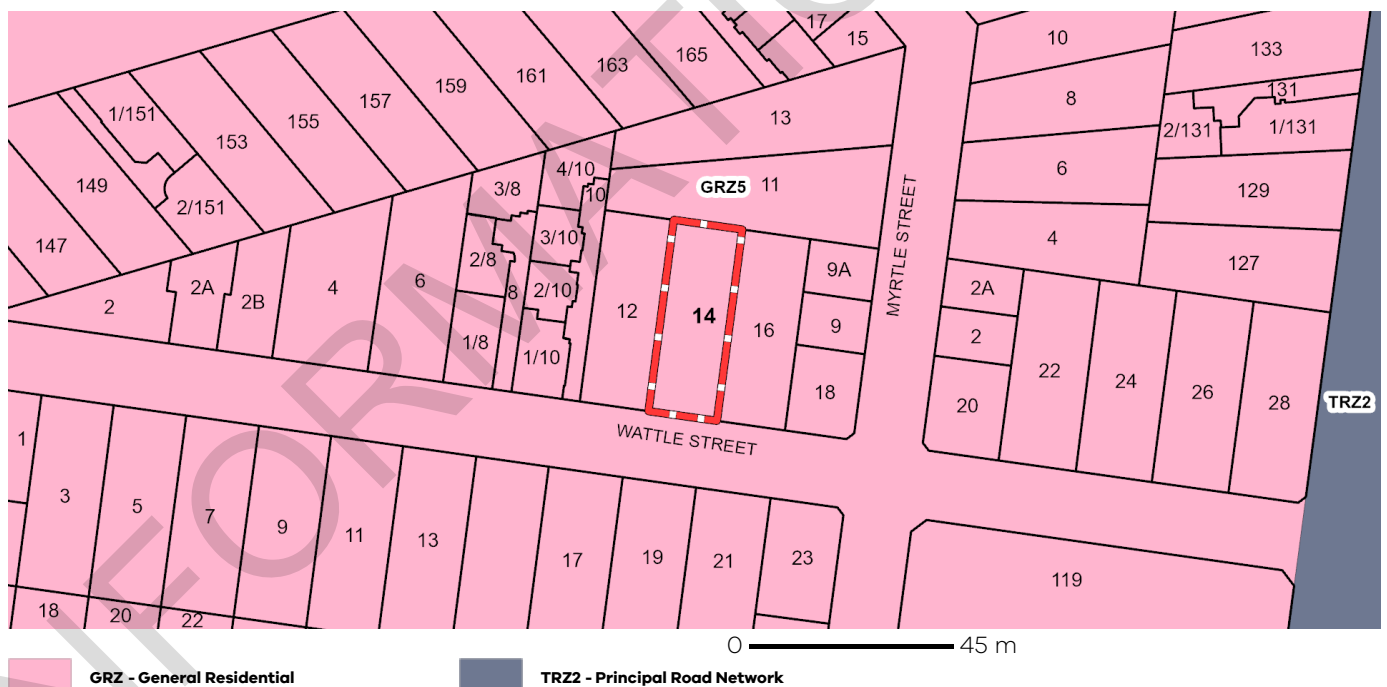
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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



## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 6 August 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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