

VENDOR: Cristian Robert Giogha

PROPERTY: 1 Limehouse Avenue, Wollert 3750

**DUE DILIGENCE CHECKLIST
CONTRACT OF SALE
AND
SECTION 32 STATEMENT**

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which

affect your ability to remove native vegetation on private property.

- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

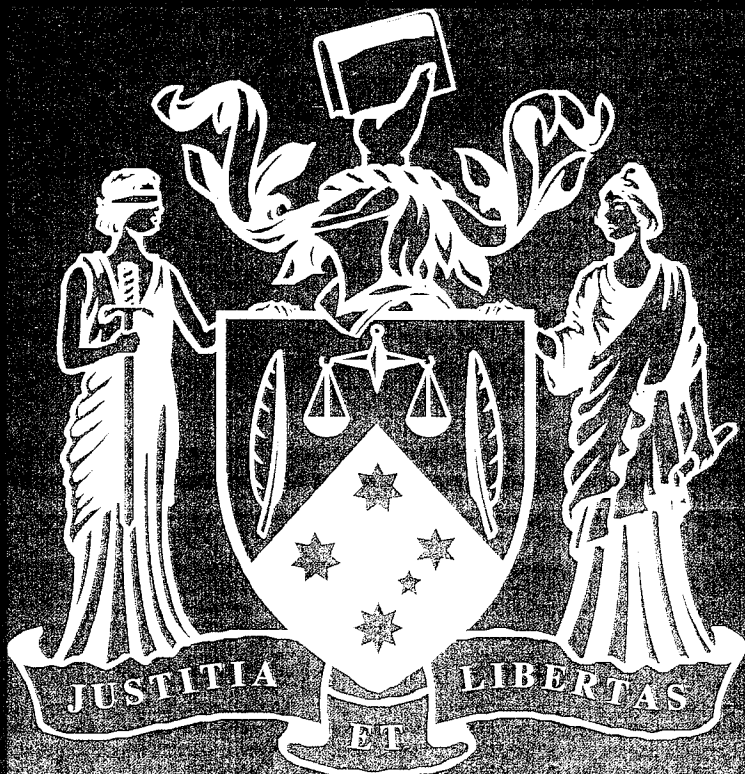
Contract of sale of land

Property: 1 Limehouse Avenue, Wollert 3750

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Approval

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the --

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing --

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

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

SIGNED BY THE PURCHASER:

..... on / 2025

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on / 2025

Print name(s) of person(s) signing: **CRISTIAN ROBERT GIOGHA**

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 9465 7766

Mob:

Fax: 9464 3177

Ref: Michael Cananzi

Vendor

Name: CRISTIAN ROBERT GIOGHA

Vendor's legal practitioner or conveyancer

Name: Costanzo Lawyers

Address: Suite 2, 261-265 Blackburn Road, Doncaster East VIC 3109

Email: connie@costanzolawyers.com.au

Tel: : (03) 9894 5888 Mob:

Fax: (03) 9894 5588

Ref: CC:25/0261

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12101	Folio 104	536
Volume	Folio	PS 804376

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

The land includes all improvements and fixtures.

Property address

The address of the land is **1 Limehouse Avenue, Wollert 3750**

Goods sold with the land (general condition 6.3(f)) All fixed floor coverings window furnishings and electric light fittings as inspected on the day of sale.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

INFORMATION ONLY

Special conditions

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

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

- ☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- ☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalized terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

- (a) *Authority* means any federal, State or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;
- (b) *Building Act* means the *Building Act 1993 (Vic)*
- (c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;
- (d) *Building Regulations* means the *Building Regulations 1994 (Vic)*;
- (e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;
- (g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee in the form annexed to this contract;
- (j) *Law* includes any statute, rule regulation, proclamation, ordinance or by law (whether present or future);
- (k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

- (l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;
- (m) *Settlement or Settlement date* means the date on which this Contract is actually completed by the parties; and
- (n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is attached to and forms part of this Contract

1.2 Interpretation:

In the interpretation of this Contract, unless the context otherwise requires:

- (a) The headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) The singular includes the plural and vice versa and words of one gender include the other genders;
- (c) Where two or more persons are named as a party to this Contract, the representations, warranties covenants, obligations and rights given, entered into or conferred (as the case may be) bind them jointly and each of them severally;
- (d) A reference to any part to this Contract or any document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) Where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) Person includes a natural person, corporation body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi government, municipal statutory or other authority or body);
- (g) A reference to any legislation or legislative provision includes any statutory modification or re-enactment or legislative provision substituted for, and any subordinate legislation issued under, the legislation of the legislative provision;
- (h) A reference to any agreement or document is to that agreement or document (and where applicable), any of its provisions as varied, amended novated supplemented or replace from time to time;
- (i) A reference to *include* or *including* means includes without limitation, or including, without limitation respectively;

- (j) Anything includes each part of it;
- (k) Any reference to time in this Contract is a reference to time in Melbourne; and
- (l) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract

2. Amendments to General Conditions

2.1 General condition 23 – Adjustments

General condition 23.4 is added:

23.4 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23

2.2 General Condition 31- Loss or damage before settlement

General Condition 31.4, 31.5 and 31.6 are deleted

3. Electronic Conveyancing

3.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This special condition 3 has priority over any other provision to the extent of any inconsistency.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 3 ceases to apply from when such a notice is given

3.3 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

3.4 The Vendor must open the Electronic Workspace (“the workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 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 the registered proprietor of the land have been accepted for electronic lodgement;

3.6 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 settlement does not occur on the nominated settlement time, then, settlement in accordance with special condition 3.5, has not occurred by 4.00pm, or 6.00pm of the nominated time for settlement is after 4.00pm

3.7 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

3.8 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 purchase’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) give or direct its subscriber to give all those documents and items and any such keys to the purchaser or the purchaser's nominee notification by the Electronic Network Operator of settlement.

4. Acknowledgements

4.1 Disclosure

The Purchaser acknowledges receiving the Vendors Statement prior to signing of this Contract or any other documents relating to this sale

4.2 Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendors Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

4.3 Auction Sale

If the land is offered for sale by auction, it will be subject to the Vendors reserve price. The rules for the conduct of the auction shall be set in Schedule 1 to the *Sale of Land Regulations 2005* (Vic) or any rules prescribed by regulation which modify or replace those Rules

5. Identity of Land

5.1 Purchaser's Admissions

Without limiting the generality of General Conditions 9, the Purchaser admits, agrees and accepts that:

- (a) Any boundary fence or wall is correctly located in the title boundary of the Land:
and
- (b) All structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the land

5.2 No Claims

The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expenses of amending title) in respect of any matters referred to in special condition 5.1

6. Condition of Land

6.1 Purchasers' Inspection

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the Purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its developments;
- (c) The land and goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale and
- (d) The Vendor is under no liability or obligation to the Purchasers to carry out any repairs, alterations or improvements to the Land or the Goods

6.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to or require compliance with any Building Laws. Any failure to comply with any Building Laws will not be deemed to, constitute a defect in the Vendor's title

6.3 No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition

6.

7. Default Interest and Costs

7.1 Default Interest

For the purposes of General Conditions 33 & 34 the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor

7.2 Payments on Default

Without limiting General Condition 34, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) Remedy by the Purchaser of the default or if the default is incapable or remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) Payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i) Legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving notice and any advice;
 - (ii) All additional costs incurred by the Vendor (including bridging finance, relocation costs, interests discount on bills and borrowing expenses); and
 - (iii) The payment of interest in accordance with this Contract.

7.3 Interest and Costs Payable on Default

If the purchaser defaults in payment of any money under this Contract, then the interest at the rate of sixteen percent per annum shall be paid by the purchaser to the Vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of the first Notice of Default is the sum of \$880.00 including GST and any subsequent Notice of Default is the sum of \$440 (inclusive of GST) prepared and served upon the purchaser or his representatives.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

8. Nomination

8.1 Procedure

If the Purchaser nominates a substitute or additional purchaser ("Nominee") all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

8.2 Guarantee and Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

9. Stamp Duty

- 9.1 The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office

9.2 Multiple Purchasers

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land (Provisions)
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference
- (c) The Purchaser must indemnify the Vendor, the Vendor's Estate Agents and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

9.3 Non Merger

This special condition 9 will not merge on the transfer of the Land but will continue to have full force and effect

10. Guarantee and Indemnity

10.1 Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee on the Day of Sale duly completed and executed by every director of the Purchaser.

11. Entire Contract

11.1 Acknowledgement

The Purchaser warrants that the Purchaser relies entirely upon the Purchasers own inspection of and searches and enquires in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

11.2 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements between the parties, whether oral or in writing in connection with the subject matter of this Contract

12. FIRB

12.1 Warranty

The Purchaser warrants that one of the following apply:

(a) The Purchaser:

- (i) Is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract for the purchase of the Land; and
- (ii) Does not require any consent or approval under the foreign investment policy of the Commonwealth of Australia to enter into this Contract ; or

(b) The Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to purchase the Land by the Purchaser on the terms and conditions set out in this Contract

12.2 Indemnity

If the warranty in special condition 12.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim liability loss damage cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

12.3 Non Merger

This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

13. Smoke Alarms

13.1 Smoke Alarms

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulations 5.14 of the Building Regulations within 30 days after the completion of any contract of sale.

14. General

14.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of the Victoria and to appeal courts from them

14.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A Waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

14.3 Severance

If any part of this Contract is invalid, unenforceable, illegal void or voidable for any reason this Contract will be construed and be binding on the parties as if invalid, unenforceable, illegal voids or voidable part had been deleted from this Contract or read down to the extent necessary to overcome the difficulty.

14.4 Co-Operation

Each party must do anything (including execute any documents) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

14.5 Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on the transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

14.6 Indemnities

If a party is required to indemnify another party under this contract, that party must pay on demand on demand the amount the other party is liable to pay by the time the other party is required to make payment.

14.7 Amendment

This Contract can only be amended, supplemented or replace by another document signed by the parties.

14.8 Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of Attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

15 GST Treatment

15.1 For the purposes of this special condition:

15.1.1 GST means GST within the meaning of the GST Act;

15.1.2 GST Act means A New Tax System (*Goods and Services Tax*) Act 1999

15.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.

15.2

15.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which the payment is to be made;

15.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply

15.3 The rights and obligations under this Special Condition shall not merge at Settlement and shall continue for the benefit of the parties after the Settlement Date.

16. Time Essential

The Purchaser agrees that any extension of time whether expressed or implied granted by the Vendor shall be subject to the proviso that in all other respects remain of the essence of this Contract

17. Settlement Delays

In the event that there are any settlement delays, as a result of the Purchaser and/or his finance institution or legal representatives' inability to settle on the due date, a re-scheduling fee will be charged in the amount of \$350.00 plus GST for each time the settlement date is re-scheduled for settlement to take place.

18. Date of Final Settlement, Christmas and New Year Period

Notwithstanding any other conditions of this Contract, **settlement shall not be scheduled between Friday the 19th December 2025 and Friday the 9th of January 2026.** If settlement is scheduled at anytime during this period in error, settlement shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, **after the 13th of January 2026**

- 18.1 Neither party may issue a Default Notice on the other party between 19 December 2025 and 13 January 2026 arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18
- 18.2 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18

19. Swimming Pool

If the land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) The Purchaser, as the new owner of the property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
- (b) The Purchaser accepts the current condition of the Pool fencing being fenced or unfenced;
- (c) From settlement the Purchaser will be responsible for complying with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993 (Vic) in relation to a Pool and the required safety barriers;
- (d) The Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (e) The Purchaser shall indemnify the Vendor against any costs associated with the Pool including the existing safety barriers; and
- (f) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

20. Covid-19 Health Emergency

20.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

20.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above-

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis
- (iii) Settlement shall take place within seven (7) days from the date which the party is permitted to leave the property
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion
- (v) It is an essential term of this Contract if the vendor is seeking the benefit of this clause, he shall engage a cleaning contractor approved by the Purchaser (acting reasonably) to thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes, but is not limited to vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches hard surfaces remote controls windows appliances and mop floors

21. Survivorship and Probate

- 21.1 In the event that Probate or Survivorship is required to be obtained to complete settlement, the Vendor (or the Vendor's representative) may in its discretion by written notice to the Purchaser extend the settlement Date for up to 8 weeks to enable Probate and or Survivorship to be obtained.
- 21.2 The Purchaser may not make any requisition or objection, claim compensation or damages, refuse to pay the Price or attempt to terminate this Contract because the Settlement is extended under special condition 21.1.

22. State Land Tax

For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies. The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties; the Vendor will be required to pay any outstanding land tax charges at settlement.

23. Windfall Gains Tax

General Condition 28 does not apply to any amounts to which section 10G or 10 H of the *Sale of Land Act 1962* applies.

24. Licence Agreement

The Purchaser acknowledged should they request a Licence Agreement, and should the Vendors agree, the Licence must be prepared by the vendor's representative at the cost of the purchaser. The fee to prepare the Licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

25. Contract Variation & /or Extension Requests

The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the Contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, extension of payment of deposit, or extending the time for the purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees in the amount of \$110.00 (inclusive of GST) for each separate request, for the variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

26. Solar Panels

The Vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their input, 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 settlement.

27 Condition of Walls

27.1 If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls as of the day of sale.

27.2 The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures and fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors to the property.

27.3 The Purchaser acknowledges the provisions of General Condition 31 and will not call upon the Vendor to clean, maintain or replace any fixture, fittings or any item included in the sale of the property.

28. Building Permit Final Inspection and Builders Warranty Insurance

The Purchasers acknowledge that a Building Permit was issued for the construction of a new dwelling and garage which is attached hereto and that a final occupancy permit was issued. However the purchaser/s also acknowledges that the Builder is insolvent and/or in liquidation and there is no Builders Warranty insurance supplied.

If the purchaser/s has any questions or seeks to enforce the builder's warranty insurance they shall make their own enquiries directly with the Builder and the VBA and will make no claim nor seek any compensation against the owner.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner, or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

**Sale of Land Regulations 2005
SCHEDULE 5**

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor:

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

Bidding by Co-owners:

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

Vendor bids:

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

The auctioneer can only make a vendor bid if-

(the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
(the auctioneer states when making the bid that it is a bid for the vendors.

The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "**vendor bid**" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules:

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

Questions:

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

Forbidden activities at auctions:

The law forbids- (any person bidding for a vendor other than- (the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or (a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners. (the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property. (the auctioneer acknowledging a bid if no bid was made. (any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them. (any person falsely claiming or falsely acknowledging that he or she made a bid). (an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

The Agent cannot accept a late bid once the property has been sold after it has been knocked down to the highest bidder.

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

list.

Who made the bid?

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

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

The cooling off period does not apply to public auctions of land. If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies:

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title

GUARANTEE

The party or parties named and described as the Guarantors in the Schedule ("the Guarantor") **IN CONSIDERATION** of the Vendor named and described in the contract of sale of real estate annexed hereto or as described in the Schedule ("the Contract") entering into the Contract with the Purchaser named and described in the Contract and in consideration of this deed **HEREBY COVENANTS AND AGREES** to guarantee and indemnify the Vendor as follows:

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

- that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors administrators or successors of each and every one of them;
- (b) when two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally;
 - (c) the expressions "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meaning assigned to them in the Contract;
 - (d) words importing persons shall extend to and include companies and corporations and words importing the singular or plural number shall extend to and include the plural and singular number respectively;
 - (e) words importing one gender shall extend to and include any other gender.

SCHEDULE

Guarantor:

Address of Guarantor:

Vendor: Cristian Robert Giogha

Purchaser:

Contract: a contract dated the day of 2025

between the vendor and the purchaser for 1 Limehouse Avenue, Wollert

EXECUTED AS A DEED on the day of 2025

SIGNED SEALED AND DELIVERED by)

in the presence of:)

.....
Witness

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")
as amended on 1 October 2014

VENDOR: Cristian Robert Giogha

PROPERTY: 1 Limehouse Avenue, Wollert 3750

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109**

TEL: (03) 9894 5888

FAX: (03) 9894 5588

EMAIL: connie@costanzolawyers.com.au

DX 38406 DONBURN

REF: CC:25/0261

1. FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) affecting the Property for which the Purchaser will be become liable consequence of the purchase of the Property AND interest (if any) payable thereon (including Owners' Corporation and GST, if applicable) are as follows or set out in the Contract of Sale and attached Certificates or Notices. **Where such amounts apply to the previous rating period, you should allow an additional 10% to the amounts quoted. Charges by the following Authorities/Charges will be adjusted at settlement.**

Authority	Amount	Interest (if any)
(1) City of Whittlesea	\$1853.61 p.a	
(2) Yarra valley Water		
Park Charge	\$ 21.74 Quarterly	
Drainage Charge	\$ 30.44 Quarterly	
Water Service Charge	\$ 20.64 Quarterly	
Sewer Service Charge	\$118.19 Quarterly	
(3) State Land Tax	\$0.00 (not adjustable)	

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

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

Not Applicable

Land Tax may be applicable if the land value exceeds \$250,000.00 with the usual adjustment at settlement for which the Purchaser may become liable Land Tax may also apply in the future depending on the Purchaser's equity, owner occupier status and other property holdings in the State of Victoria. Where an Owners' Corporation applies, the Owners Corporation has the right to raise special levies to meet its liabilities.

The Purchaser will become responsible for proportionate amounts of the current rates and charges set out above in consequence of the normal adjustments to be made on settlement. The Purchaser may become liable for Land Tax depending upon other real estate owned in Victoria.

2. LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction (including any Caveat) affecting the Property (registered or unregistered) is as follows:

- 2.1 Easements affecting the land are as set out in the attached copies of title.
- 2.2 Covenants affecting the land are as set out in the attached copies of title.
- 2.3 Other restrictions affecting the land are as attached. (including Caveats/Lease)

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3. **PLANNING AND ROAD ACCESS**

Information concerning any planning instrument is as follows:

- 3.1 Name: City of Whittlesea Planning Scheme
- 3.2 The responsible authority is: City of Whittlesea
- 3.3 Zoning and/or Reservation: Urban Growth Zone
- 3.4 Planning Overlay: See attached certificates if applicable

There is access to the Property by road.

The property is not outside the Melbourne Metropolitan Area, as defined in the Act.

The planning instrument does not prohibit the construction of a Dwelling on the Land.

4. **BUSHFIRE PRONE AREA**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the Building Act 1993. A Bushfire Probe Area report is attached.

5. **SERVICES**

Information concerning the supply of the following services:

Service	Status
• Electricity	Connected
• Gas	Connected
• Water	Connected
• Sewerage	Connected
• Telephone	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

Warning to Purchasers

It is your (the purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or reconnection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be

disconnected on or before the settlement day. It is your responsibility to pay all costs of and incidental to the transfer, connection or reconnection to the land of the services you require. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

6. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024
(Vic) (CIPT Act)

- (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the Municipal rates notice or property clearance certificate or is as follows:

AVPC No: 110 Detached Dwelling

Is the Land tax reform scheme land within the meaning of the CIPT Act?

NO

- (b) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

Not applicable

7. INSURANCE

- a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

Not Applicable

- b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the Building Act 1993 applies, particulars of the required insurance are as follows:

No Builders Warranty Insurance available.

The Purchasers acknowledge that Building Permit was issued for the construction of a new dwelling and garage which is attached hereto and that a final occupancy permit was issued. However the purchaser/s also acknowledges that the Builder is insolvent and/or in liquidation and there is no Builders Warranty insurance supplied.

If the purchaser/s has any questions or seeks to enforce the builder's warranty insurance they shall make their own enquiries directly with the Builder and the VBA and will make no claim nor seek any compensation against the owner.

8. BUILDING APPROVALS/ PERMITS

Particulars of any **building approval** granted during the past seven years under the *Building Control Act 1981* or the *Building Act 1993* (required only where the property includes a residence):

See attached copy of Building Permit

Particulars of any **guarantee** issued in the past seven years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner-builder)

Particulars of any required **insurance** effected in the past six years under the *Building Act 1993* (required where the property includes a residence to which s. 137B *Building Act 1993* applies) -

No such insurance has been issued.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alternations or additions thereto comply with the requirements of the responsible authorities.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

9. NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any -

9.1 affecting the Body Corporate and any liabilities (whether contingent, proposed or otherwise) whether the Property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the Property .

9.2 quarantine or stock order imposed under the *Stock Diseases Act 1968* (whether or not the quarantine or order is still in force) -

9.3 notice pursuant to section 6 of the *Land Acquisition and Compensation Act 1986*.

None to the Vendor's knowledge. The Vendor has no means of knowing of all the decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

10. SMOKE ALARMS

The Purchaser is to note that all dwellings and/or units are required to be fitted with self contained smoke alarms in accordance with Regulations 5.14 of the *Building Regulations 1994* within 30 days after:-

- 10.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 10.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

11. SWIMMING POOLS

In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the *Building Act* 1993 and the *Building Regulations* 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool within 30 days after:-

- 11.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 11.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

12. GOODS AND SERVICES TAX

GST payable:

- (a) The parties acknowledge that this sale is the sale of an existing residential premises, and as such is exempt from GST under Section 40-65 of the New Goods and Services Act.
- (b) If the Purchaser does not use the property as previously used by the Vendors as existing residential premises and if such change of use results in a GST liability attached to the property, then in that event, the Purchaser indemnifies the Vendor against any liability for the payment of any GST in respect of payments under this Contract.

13. TITLE

Attached are copies of the following documents concerning the title -

- 13.1 Certificate of Title Volume Folio
- 13.2 Plan of Subdivision PS 804376
- 13.3 Copy of Covenant
- 13.4 Copy of Caveat
- 13.5 Copy of Section 173 Agreement

14. ELECTRONIC CERTIFICATE OF TITLE

- a) In the event that the Vendor's Title is in electronic form ("eCT") the Vendor will not and is not obliged to convert the ECT to a paper Title ("pCT"). Prior to settlement the Vendor or its mortgagee will nominate the eCT to any paper instrument required. The purchaser agrees to complete settlement on the basis of the eCT and will instruct any mortgagee or other third party intended to take control of the Certificate of Title at settlement that the Title is an eCT and no pCT will be provided at settlement. The purchaser is responsible for confirming the format of the CT prior to settlement at their own expense and will not call upon the Vendor to provide evidence of the eCT control and/or Nomination prior to settlement.

- b) The purchaser will be in breach of contract if the Purchaser and/or its mortgagee refuses to complete settlement and fails to accept the eCT and the Nomination where the CT is otherwise proven to be in a format to support the lodgment of the transaction being settled.

15. COSTS IN EVENT OF DEFAULT

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Legal costs and expenses as between the Vendor's solicitor and the Vendor.
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

16. OWNERS CORPORATION ACT 2006

If the land is affected by an owners corporation within the meaning of the **Owners Corporations Act 2006**.

- a) a copy of the current owners corporation certificate issued in respect of the land under the **Owners Corporation Act 2006**; and
- b) a copy of the documents required to accompany the owners corporation certificate under section 151(4)(b) of the **Owners Corporations Act 2006**.

The land is NOT affected by an owners corporation within the meaning of the owners Corporations Act 2006.

17. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

17.2 Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):

- any certificate of release from liability to pay;
- any certificate of deferral of the liability to pay;
- any certificate of exemption from the liability to pay;
- any certificate of staged payment approval;

- any certificate of no GAIC liability;
- any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;
- any notice given under that Part providing evidence of an exemption of the liability to pay;
- OR
- a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.

18. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

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

Are contained in the attached building energy efficiency certificate/s

Are as follows:

Not Applicable

DATE OF THIS STATEMENT

12 / 07 / 2025

Name of the Vendor

Cristian Robert Giogha

X. C. Giogha

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

DATE OF THIS ACKNOWLEDGMENT

 / /

Name of the Purchaser

Signature of the Purchaser

.....
(please print name)

X.

.....
(please print name)

X.

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – s32a(a)

Where the Land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the Purchaser becomes entitled to possession or receipt of rents and profits, then the Vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – s32a(d)

Where the Land is to be sold pursuant to a Terms Contract which obliges the Purchaser to make two or more payments to the Vendor after execution of the Contract and before the Vendor is entitled to a conveyance or transfer, then the Vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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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 12101 FOLIO 104

Security no : 124124102962E
Produced 01/05/2025 05:33 PM

LAND DESCRIPTION

Lot 536 on Plan of Subdivision 804376V.
PARENT TITLE Volume 12082 Folio 363
Created by instrument PS804376V 22/07/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CRISTIAN ROBERT GIOGHA of 16 GREIG STREET RESERVOIR VIC 3073
AS419442D 07/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS419443B 07/08/2019
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS804376V 22/07/2019

CAVEAT AY967846Q 18/03/2025

Caveator
AMBER K MURRAY
Grounds of Claim
IMPLIED, RESULTING OR CONSTRUCTIVE TRUST.
Estate or Interest
FREEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
MELBOURNE CONVEYANCING GROUP
Notices to
AMBER MURRAY of 3 GRASSLAND AVENUE COBURG VIC 3058

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

AGREEMENT Section 173 Planning and Environment Act 1987
AR402287R 30/08/2018

DIAGRAM LOCATION

SEE PS804376V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AY967846Q (E)	CAVEAT Registered	18/03/2025

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

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

Street Address: 1 LIMEHOUSE AVENUE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES



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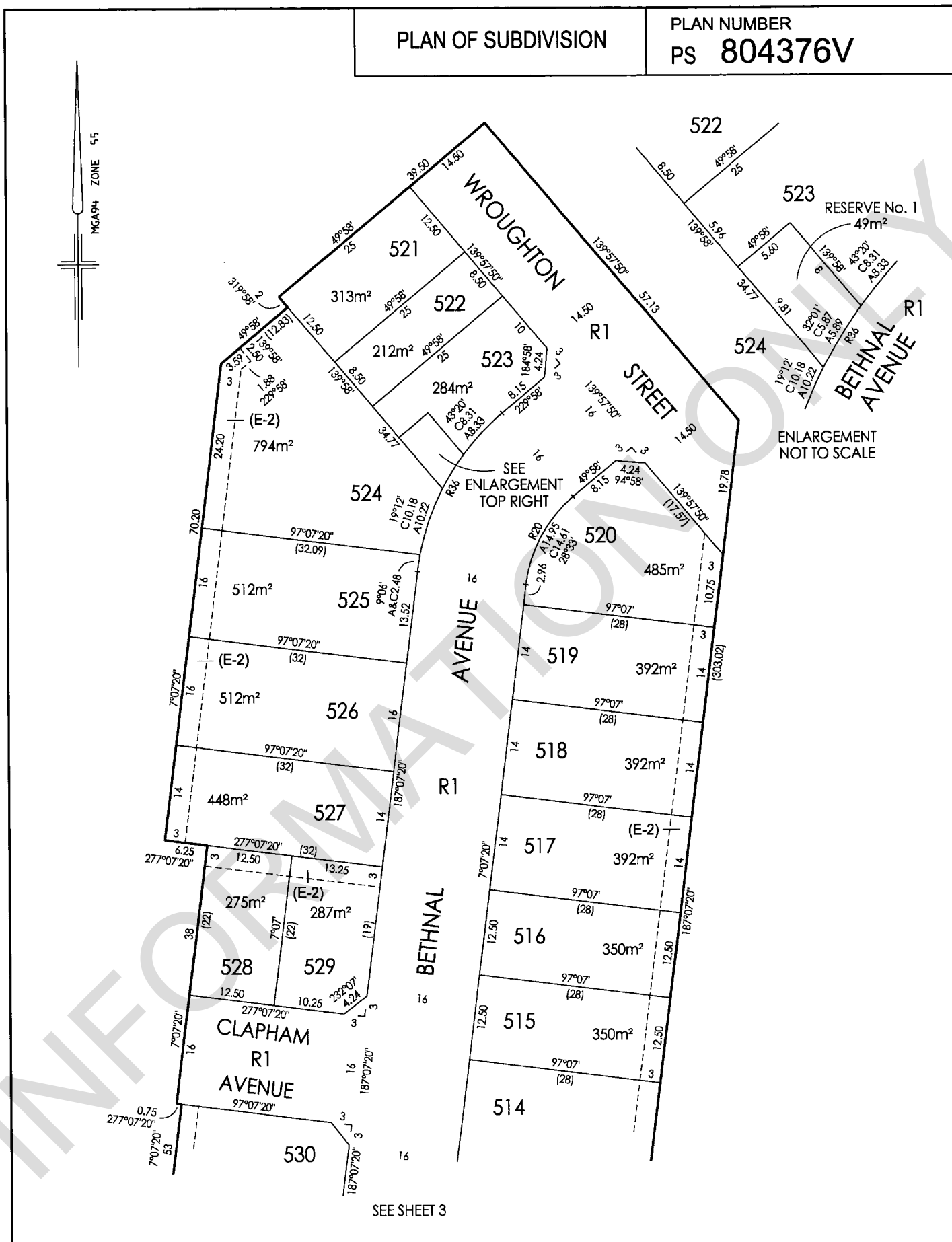
eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 07/08/2019

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

INFORMATION ONLY

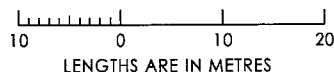
PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1		PLAN NUMBER PS 804376V	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: _____ SECTION: 17 CROWN ALLOTMENT: _____ CROWN PORTION: 1 (PART) TITLE REFERENCES: Vol. 12082 Fol.363 LAST PLAN REFERENCE: LOT A PS804352L POSTAL ADDRESS: BETHNAL AVENUE (at time of subdivision) WOLLERT 3750 MGA 94 CO-ORDINATES: E: 323 110 ZONE: 55 (of approx. centre of plan) N: 5 837 200 DATUM: GDA94				Council Name: Whittlesea City Council Council Reference Number: 609546 Planning Permit Reference: 716593 SPEAR Reference Number: S105685T Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 22/03/2018 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 06/06/2019 Statement of Compliance issued: 15/07/2019	
VESTING OF ROADS OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON		TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 7115m²	
ROAD R1 RESERVE No. 1		WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP 3182P THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21 LAND IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 716593					
ESTATE: AMBER 5		AREA: 2.354 ha		No. OF LOTS: 43	
				MELWAY: 388:E:9	
EASEMENT INFORMATION					
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER	
(E-2)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL	
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER	
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9434/5 VERSION: 10 Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (10), 27/03/2019, SPEAR Ref: S105685T		ORIGINAL SHEET SIZE A3	SHEET 1 OF 5 SHEETS
CHECKED JC		DATE: 13/03/19		PLAN REGISTERED TIME: 04:51pm DATE: 22/07/2019 H.L. Assistant Registrar of Titles	



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

1:500



**ORIGINAL
SHEET SIZE A3**

SHEET 2

REF: 9434/5

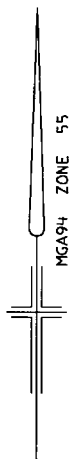
VERSION: 10

Digitally signed by: Damian Smale, Licensed Surveyor,
Surveyor's Plan Version (10),
27/03/2019, SPEAR Ref: S105685T

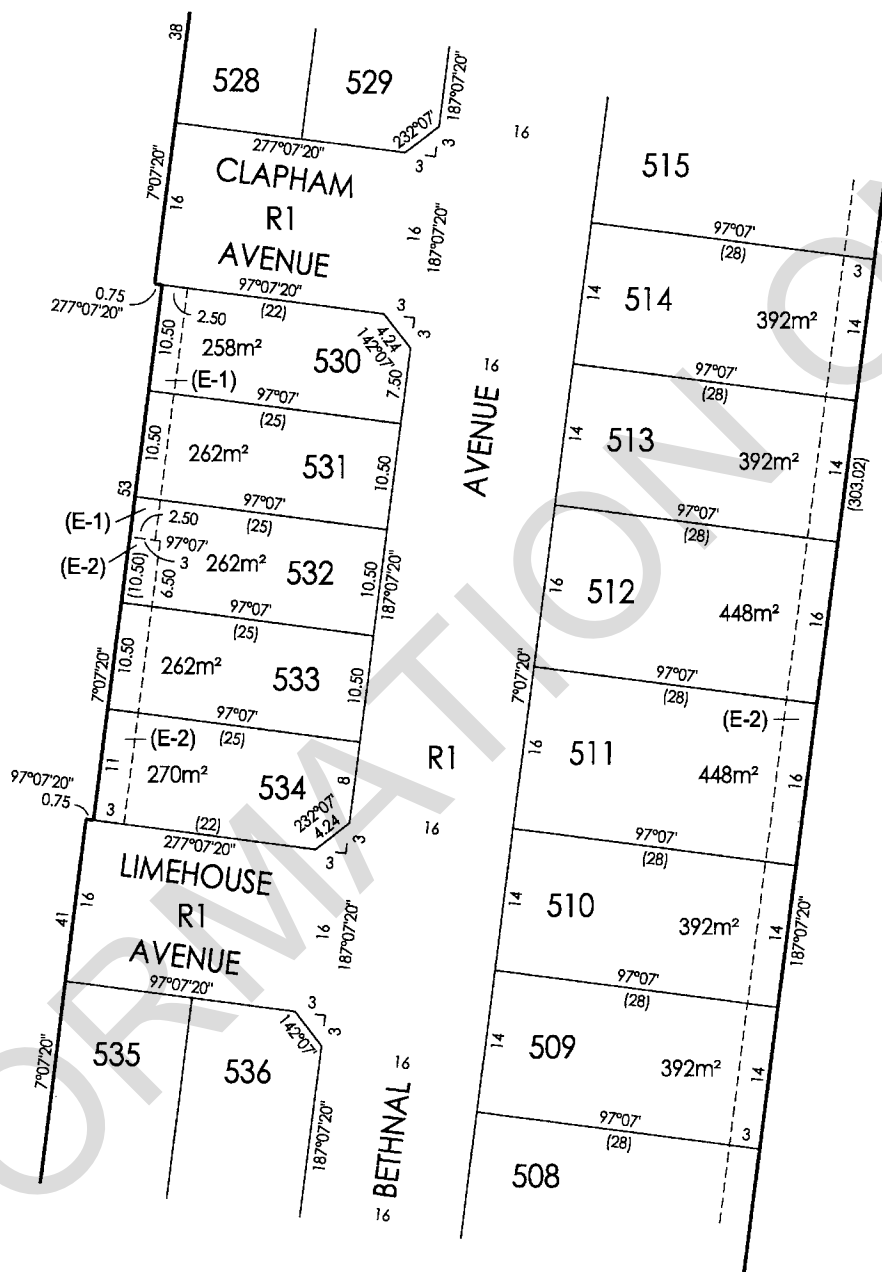
Digitally signed by:
Whittlesea City Council,
06/06/2019,
SPEAR Ref: S105685T

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804376V



SEE SHEET 2



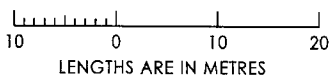
SEE SHEET 4



Breese Pitt Dixon Pty Ltd
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Hawthorn East Vic 3123
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SCALE

1:500



ORIGINAL
SHEET SIZE A3

SHEET 3

REF: 9434/5

VERSION: 10

Digitally signed by: Damian Smale, Licensed Surveyor,
Surveyor's Plan Version (10),
27/03/2019, SPEAR Ref: S105685T

Digitally signed by:
Whittlesea City Council,
06/06/2019,
SPEAR Ref: S105685T

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804376V

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.

For the purposes of this restriction:

Land to benefit: Lots 501 to 543 (both inclusive)

Land to be burdened: Lots 501 to 543 (both inclusive)

Description of Restriction:

- (1) The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;
 - (a) Anything other than in accordance with MCP No. AA3355.
 - (b) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering where recycled water is available to the said lot.
 - (c) In the case of lots less than 300m² any dwelling unless in accordance with the Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.
For the purpose of this restriction the following applies:
Type A - Lots 522 and 523.
Type B - Lots 528 to 534 (both inclusive).
 - (d) In the case of lots greater than 300m²:
 - i. Any double storey dwelling on a lot with a side boundary abutting a road, unless the setback of the first level of the dwelling from the side boundary abutting a road, is at least 900 millimetres greater than the setback from the side boundary of the ground level of the dwelling. For the purpose of this restriction a side boundary abutting a road is considered to be the longer of the two boundaries abutting a road.
 - ii. Any garage unless the garage is constructed greater than 5 metres from the main street frontage. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - iii. Any garage on a lot of a width of 10 metres or less and where access is proposed from the main street frontage unless the said garage provides accommodation for a single vehicle only. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - (e) In the case of a lot which has a side boundary abutting a Council Reserve;
 - i. Any dwelling unless the said dwelling is double storey.
 - ii. Any dwelling unless the said dwelling includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining Council Reserve, to the satisfaction of the Responsible Authority.
 - iii. Any fence on a boundary abutting a Council Reserve unless that part of the said fence between the front boundary and the building line is a feature-style fence with a minimum of 25% transparency and a maximum height of 1.5 metres.

The restrictions identified in (1) (a) and (1) (b) above only, will cease to affect any of the burdened lots one year after all the burdened lots are issued with an Occupancy Certificate under the Building Act 1993 or any instrument replacing it.



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL
SHEET SIZE A3

SHEET 5

REF: 9434/5

VERSION: 10

Digitally signed by: Damian Smale, Licensed Surveyor,
Surveyor's Plan Version (10),
27/03/2019, SPEAR Ref: S105685T

Digitally signed by:
Whittlesea City Council,
06/06/2019,
SPEAR Ref: S105685T

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

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7408849
Customer Code: 1167E

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

Land: Volume 11917 Folio 635, Volume 11916 Folio 442, Volume 11998 Folio 327, Volume 11998 Folio 328 and Volume 11951 Folio 738

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Whittlesea City Council

Signer Name:

MARIA V. MARSHALL

Signer Organisation:

MADDOCKS

Signer Role:

Australian Legal Practitioner

Signature:



Execution Date:

30 August 2018

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Maddocks

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Date / / 2018

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 360 Vearings Road, Wollert; 380A Vearings Road, Wollert; 390 Vearings Road, Wollert; 390A Vearings Road, Wollert and 390D Vearings Road, Wollert

Purpose of Agreement: WIK for Land Projects and Public Open Space equalisation

City of Whittlesea

and

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888

and

Nicholas Boglis, Victor Boglis, Angiliki Boglis

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / **2018**

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	ID Folkestone Vearings Land Pty Ltd ACN 609 840 888
Address	Level 12, 484 St Kilda Road, Melbourne, Victoria 3004
Short name	Developer
Name	Nicholas Boglis, Victor Boglis, Angiliki Boglis
Address	C/- Walsh, Johnston & Co., 454 High Street, Northcote, Victoria, 3070
Short name	390 Vearings Road Vendors

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The 390 Vearings Road Vendors are the registered proprietors of the land contained in Certificate of Title Volume 11998 Folio 327, being part of the Subject Land.
- E. The Developer is the registered proprietor or entitled to be the registered proprietor of the land contained in Certificates of Title:
- E.1 Volume 11917 Folio 635;
- E.2 Volume 11916 Folio 442;
- E.3 Volume 11998 Folio 328; and
- E.4 Volume 11951 Folio 738,
- being part of the Subject Land.

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- F. The 390 Vearings Road Vendors have entered into the contract to sell to the Developer those parts of the Subject Land owned, by the 390 Vearings Road Vendors.
- G. The Developer enters this Agreement in anticipation of it becoming the registered proprietor of the whole of the Subject Land over time.
- H. The Vendor consents to registration of this Agreement.
- I. On 9 June 2017, Council issued the Planning Permit.
- J. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- K. The Developer has asked Council for permission to transfer to or vest in Council the Land Projects.
- L. Council has agreed that the Developer will transfer the Land Projects to Council in return for a Credit against its development contribution liability under the Development Contributions Plan.
- M. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Developer and the Vendor entering into this Agreement.
- N. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the amount calculated in accordance with Schedule 2.

Agreement means this Deed and includes this Deed as amended from time to time.

Caveator means ID Vearings Pty Ltd ACN 601 194 825.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Contract means the contract for the purchase of the Subject Land from the 390 Vearings Road Vendors.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

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as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value as the case may be against the Developer's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website;
- for the Developer, the address shown on page one of this Agreement or any other address provided by the Developer to Council for any purpose relating to the Subject Land; and
- for the Vendor, the address shown on page one of this Agreement or any other address provided by the Vendor to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website;
- for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this Agreement; and
- for the Vendor, any email address provided by the Vendor to Council for the express purpose of electronic communication regarding this Agreement.

Developer means the person named as Developer under this Agreement and after the settlement of the Contracts means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the owner of a Residential Lot.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

Equalisation Payment means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Developer or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Developer is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- the Public Open Space Contribution that the Developer is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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



Indexation means an adjustment to an amount carried as follows:

- For Land Projects
 - Using the CPI as the adjustment index; where
 - The adjustment is to be applied only to the remaining balance of the Credit for the Land Project;
- For Development Infrastructure Levy
 - using the CPI as the adjustment index;
- For Open Space Land and Open Space Equalisation Payment
 - Using the CPI as the adjustment index.

and in all instances the Indexation is to be undertaken quarterly each year, commencing July 2018.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.

Land Project means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means land for public open space identified in the Precinct Structure Plan and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount to be calculated by multiplying the area of the Open Space Land required by the Land Value Rate as specified in Schedule 3 subject to Indexation.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession, but does not mean the owner of a Residential Lot.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations both of which are to be performed by the Developer.

Party or Parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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Planning Permit means the planning permit no. 716593 issued by Council on 9 June 2017 as amended from time to time.

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

Precinct Structure Plan means the incorporated Wollert Precinct Structure Plan.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 2.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means all of the land described in Schedule 4 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Vendor means the 390 Vearings Road Vendors.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

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- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Developer providing the Land Project to Council;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 satisfy conditions 13, 36, 37 of the Planning Permit.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Developer providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 22 of this Agreement.

6. Payment of Development Infrastructure Levy

The Parties agree that:

- 6.1 subject to the Developer's entitlement to a Credit, the Developer is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises or at such other time as is specified in this Agreement.

7. Land Project

7.1 Transfer or vesting of Land Project

The Developer must transfer to or vest in Council each Land Project:

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- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 7.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.4 free of any fees and charges associated with the delivery of the site; and
- 7.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Time for transfer or vesting of Land Project

If the Developer does not meet the Provision Trigger for a Land Project, Council may:

- 7.2.1 at its absolute discretion extend the timeframe; or
- 7.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council.

7.3 Agreed Land Value

The Developer agrees that the Agreed Land Value:

- 7.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- 7.3.2 is a fixed amount subject to Indexation;
- 7.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

- 7.4 The Developer agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

7.5 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

7.6 Access to Land Project

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must upon receiving reasonable notice, provide Council and its servants and agents with reasonable access to the Land Project for the purpose of undertaking any survey, measurements or soil testing of the Land Project.

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8. Public Open Space

8.1 Open Space Land

The Developer must transfer to or vest in Council for municipal purposes the Open Space Land:

8.1.1 With all utility services available to the Open Space Land;

and

8.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

8.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

8.2 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

8.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with the Development Contributions Plan subject only to Indexation.

8.4 Equalisation Payment

The Parties agree that as an Equalisation Payment under this Agreement is due to Council, the Developer must pay the Equalisation Payment prior to issue of a Statement of Compliance for each stage of development of the Subject Land at a pro-rata amount based on the stage net developable area at the Open Space Land Value unless a different time is agreed in writing with Council.

8.5 Council acknowledgement

The parties acknowledge and agree that upon the Developer satisfying its obligations under clause 9, the Developer will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

9. Credit and processing of credits

9.1 Credit

The Parties agree that:

9.1.1 the Developer will be entitled to a Credit equivalent to the Agreed Land Value from the commencement of this Agreement as follows;

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- (a) The Credit for the Agreed Land Value may be used to offset any Development Contributions Levy payable for Stages 1 – 5;
- (b) Beyond Stage 5, the remaining balance of the Credit for the Agreed Land Value will be distributed over the remaining stages of the development in proportion to the Net Developable Area within each of the remaining stages so as to amortise the remaining Credit evenly over the remaining stages.

9.1.2 the Development Infrastructure Levy is not required to be paid in cash until Stage 6 ;

9.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and,
- (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

9.1.4 subject to this Agreement when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) in relation to that Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- (b) in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

9.2 Exhaustion of Credit

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

9.2.1 in relation to the Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and

9.2.2 in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

10. Localised Infrastructure

The Parties acknowledge that:

10.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

10.1.2 compliance with the obligations of this Agreement does not relieve the Developer of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.



11. Further obligations of the Parties

11.1 Transaction costs

Where the Developer is required to transfer or vest land, the Developer is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

11.2 Notice and registration

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

11.3 Further actions

The Developer and the Vendor:

- 11.3.1 must do all things necessary to give effect to this Agreement;
- 11.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 11.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

11.4 Fees

Within 14 days of a written request for payment, the Developer must pay to Council any:

- 11.4.1 Satisfaction Fee; or
- 11.4.2 Consent Fee

as required.

11.5 Council's costs to be paid

The Developer must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 11.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 11.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 11.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.6 Time for determining satisfaction

If Council makes a request for payment of:

- 11.6.1 a fee under clause 11.4; or

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11.6.2 any costs or expenses under clause 11.5

the Parties agree that Council will not decide whether the Developer's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

11.7 Interest for overdue money

The Developer agrees that:

11.7.1 the Developer must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

11.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

12. Agreement under section 173 of the Act

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

13. Developer's and Vendor's warranties

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

13.2 The Developer warrants that:

13.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

14. Developer's Indemnity

The Developer indemnifies and keeps indemnified the Vendor against all Claims the Vendor may suffer, sustain or incur as a result of entering into this Agreement.

15. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Developer and the Vendor must require successors in title to:

15.1.1 give effect to this Agreement; and

15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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16. General matters

16.1 Notices

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

16.1.1 personally on the other Party;

16.1.2 by leaving it at the other Party's Current Address;

16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

16.1.4 by email to the other Party's Current Email.

16.2 No waiver

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

16.3 Severability

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

16.4 No fettering of Council's powers

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

16.5 Inspection of documents

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

16.6 Governing law

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

16.7 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

16.8 Payment by Vendor

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

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17. GAIC

- 17.1 The Developer acknowledges and agrees all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Developer shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Developer agrees that the Developer must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its Inherent GAIC Liability.

18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

statement of compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cwlth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space

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Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

- 18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

- 18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(withholding amount).

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

- 18.6.1 Council agrees to:

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- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



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18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. GST

- 19.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 19.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.

20. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

21. Amendment of Agreement

- 21.1 This Agreement may be amended in accordance with the Act.
- 21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

- 22.1 This Agreement ends:
- 22.1.1 when the Developer has complied with all of the Developer's obligations under this Agreement; or
- 22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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- 22.2 Notwithstanding clause 22.1, the Developer may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Developer and at the cost of the Developer, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Developer's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Developer's request and at the Developer's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

23. Anticipated Balance Sheet

The parties agree that the Anticipated Balance Sheet at Schedule 5 of this Agreement is the best estimate of the parties prepared immediately prior to the execution of this Agreement as to the likely payments required, available Credits and Open Space Equalisation consequent upon the Staging as advised by the Developer.

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Schedule 1

Wollert Development Contributions Plan.

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Schedule 2

Land Project

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land	Services to be available	Provision Trigger	Agreed Land Value 2017 \$ (per Hectare)	Credit Value
SR-04	Wollert Multi-purpose Sports Reserve Purchase of land for multi-purpose sports reserve & multi-purpose indoor sporting facility	6.38 ha	All utility services	Stage 10	\$1,492,186.00 per hectare	\$9,520,150.00

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Schedule 3

Open Space Land

Address	Description of the Open Space Land	Provision Trigger	Land Value Rate (per hectare) 1 July \$2017	Open Space Land Value \$2017	Required Passive Open Space Contribution (4.47% for Residential NDA)	Equalisation amount payable by owner to Council 1 July \$2017
360 Vearings Road, Wollert (For Property 6)	Nil	N/A	\$1,325,000	Nil	0.1061 ha	\$140,517.30
390 Vearings Road, Wollert (Property 9)	Nil	N/A	\$1,492,186	Nil	1.2535 ha	\$1,870,383.93
Total Equalisation Payment Due to Council						\$2,010,901.23
Averaged Equalisation Payment per Net Developable Hectare (Total Equalisation Payment / Total NDA (30.414 Ha))						\$66,117.77

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Schedule 4

Subject Land

Address	Land Certificate of title volume/folio	Property Number	Mortgage Y/N
360 Vearings Road, Wollert	11917/635 (PS804343M Lot A)	6 (part)	Y
380A Vearings Road, Wollert	11916/442 (PS804307R Lot B)	9 (part)	Y
390 Vearings Road, Wollert	11998/327 (lot A PS811197F)	9 (part)	N
390A Vearings Road Wollert	11998/328 (Lot B PS811197F)	9 (part)	N
390D Vearings Road, Wollert	11951/738 (PS804351N Lot B)	9 (part)	Y



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Schedule 5

Anticipated Balance Sheet for payments of Development Levies and Open Space Equalisation

INFORMATION ONLY

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Signing Page

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

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

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

Delegate

GEORGE SAISANAJ
(print full name) MANAGER STRATEGIC PLANNING



Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director
MATTHEW J BELFORD
DIRECTOR

Print full name

Signature of Director/Company Secretary
JEFFREY M GARVEY
DIRECTOR

Print full name

Signed by Nicholas Boglis in the presence of:

Witness

AR402287R

30/08/2018 173 \$96.10



Signing Page

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

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

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING



Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Signed by Nicholas Boglis in the presence of:
by Neil Willis Johnston under
Power of Attorney dated 25/5/2018
in the presence of:

Witness

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Signed by Victor Boglis in the presence of:

) V. BOGLIS

Witness

Signed by Angiliki Boglis in the presence of:

) A. BOGLIS

Witness



Caveator's Consent

ID Vearings Pty Ltd ACN 601 194 825 as caveator under instrument no's AM069434C and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, appearing to be 'Robert M. [unclear]', written over a dotted line.

Caveator's Consent

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888 as caveator under instrument no's AM415168V and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, appearing to be 'Robert M. [unclear]', written over a dotted line.

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Mortgagee's Consent

Australia and New Zealand Banking Group as Mortgagee under instrument no's AQ901326K and AQ665129Y consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

Signed for and behalf of Australia and New Zealand
Banking Group Limited ARN 11 005 357 522 by its attorney

Carla Pierce pursuant to power of attorney dated

17 April 2018 in the presence of:

Witness: Trinh Van

Attorney



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 01/05/2025 05:35:04 PM

Status	Registered	Dealing Number	AY967846Q
Date and Time Lodged	18/03/2025 02:15:22 PM		

Lodger Details

Lodger Code	19225S
Name	MELBOURNE CONVEYANCING GROUP
Address	
Lodger Box	
Phone	
Email	
Reference	MurrayCaveat

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

12101/104

Caveator

Given Name(s)	AMBER K
Family Name	MURRAY

Grounds of claim

Implied, Resulting or Constructive Trust.

Estate or Interest claimed

Freehold Estate

Prohibition

Absolutely

Name and Address for Service of Notice

Amber Murray

Address

Street Number	3
Street Name	GRASSLAND
Street Type	AVENUE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	COBURG
State	VIC
Postcode	3058

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	AMBER K MURRAY
Signer Name	MICHELLE FARFOUD
Signer Organisation	MELBOURNE CONVEYANCING GROUP
Signer Role	CONVEYANCING PRACTICE
Execution Date	18 MARCH 2025

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1134399

APPLICANT'S NAME & ADDRESS

CONNIE COSTANZO C/- GXS
DOCKLANDS

VENDOR

GIOGHA, CRISTIAN ROBERT

PURCHASER

TBA, TBA

REFERENCE

25/0261-Giogha

This certificate is issued for:

LOT 536 PLAN PS804376 ALSO KNOWN AS 1 LIMEHOUSE AVENUE WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

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

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

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

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

01 May 2025

Sonya Kilkeny
Minister for Planning

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

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

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

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



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

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 01 May 2025 05:22 PM

PROPERTY DETAILS

Address: **1 LIMEHOUSE AVENUE WOLLERT 3750**
Lot and Plan Number: **Lot 536 PS804376**
Standard Parcel Identifier (SPI): **536\PS804376**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1023241**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 E8**

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](#)

Note

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

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

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)



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

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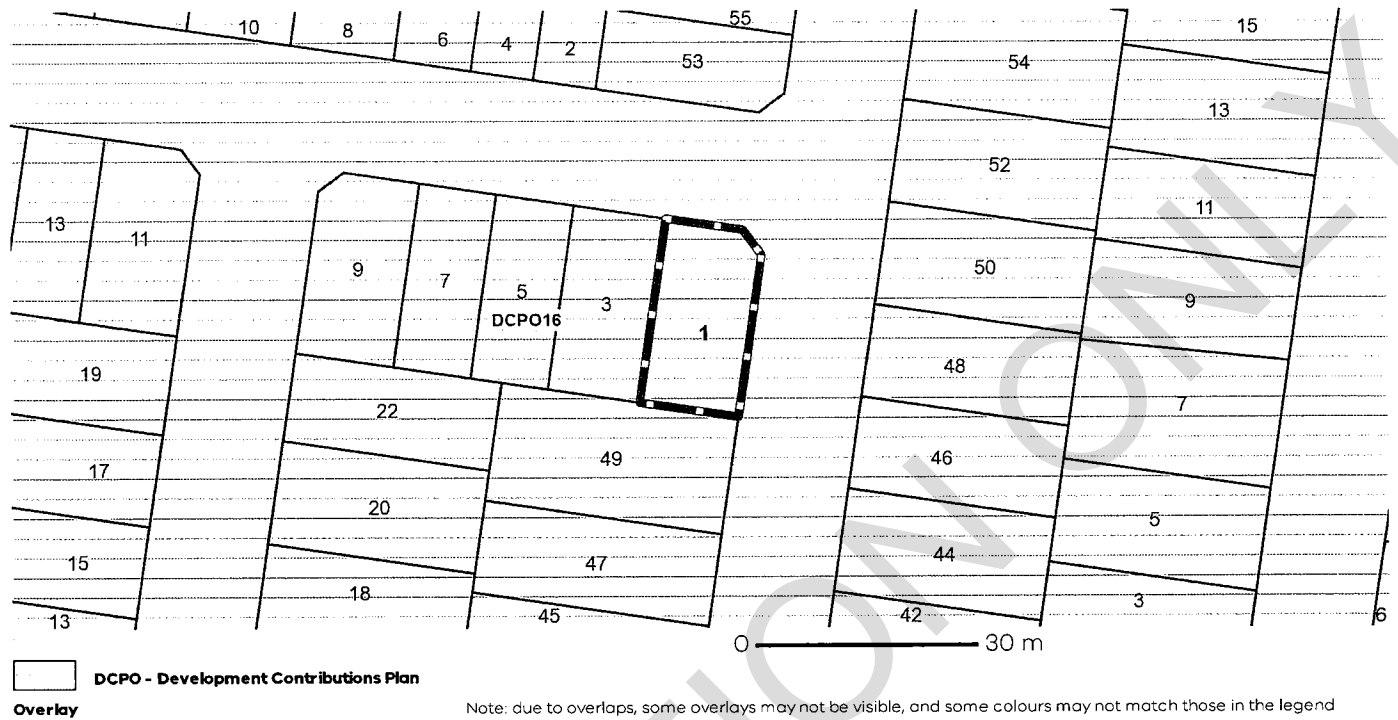
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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)



Growth Area Infrastructure Contribution

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



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Planning Scheme Amendments

Property Report

1 Limehouse Avenue, Wollert Vic 3750

Created On: May 1st, 2025

LOT PLAN NUMBER: 536\PS804376

PROPERTY DETAILS

APPLICABLE ZONES IN WHITTLESEA

<input type="checkbox"/> UFZ - Urban Floodway Zone	<input type="checkbox"/> PPRZ - Public Park And Recreation Zone	<input type="checkbox"/>
<input type="checkbox"/> C2Z - Commercial 2 Zone	<input type="checkbox"/> C1Z - Commercial 1 Zone	<input type="checkbox"/>
<input type="checkbox"/> GWZ - Green Wedge Zone	<input type="checkbox"/> TZ - Township Zone	<input type="checkbox"/>
<input type="checkbox"/> RCZ - Rural Conservation Zone	<input type="checkbox"/> FZ - Farming Zone	<input type="checkbox"/>
<input type="checkbox"/> GRZ - General Residential Zone	<input type="checkbox"/> PUZ - Public Use Zone	<input type="checkbox"/>
<input type="checkbox"/> MUZ - Mixed Use Zone	<input type="checkbox"/> TRZ3 - Transport Zone	<input type="checkbox"/>
<input type="checkbox"/> SUZ - Special Use Zone	<input type="checkbox"/> PCRZ - Public Conservation And Resource Zone	<input type="checkbox"/>
<input type="checkbox"/> ACZ - Activity Centre Zone	<input type="checkbox"/> IN1Z - Industrial 1 Zone	<input type="checkbox"/>
<input type="checkbox"/> CDZ - Comprehensive Development Zone	<input type="checkbox"/> LDRZ - Low Density Residential Zone	<input type="checkbox"/>
<input type="checkbox"/> TRZ1 - Transport Zone	<input type="checkbox"/> RGZ - Residential Growth Zone	<input type="checkbox"/>
<input type="checkbox"/> UGZ5 - Urban Growth Zone Schedule 5	<input checked="" type="checkbox"/> GWAZ - Green Wedge A Zone	<input type="checkbox"/>
<input type="checkbox"/> TRZ2 - Transport Zone	<input type="checkbox"/> CA - Commonwealth Land	<input type="checkbox"/>
<input type="checkbox"/> HCTZ - Housing Choice & Transport Zone	<input type="checkbox"/> PDZ - Priority Development Zone	<input type="checkbox"/>
<input type="checkbox"/> IN3Z - Industrial 3 Zone	<input type="checkbox"/> NRZ - Neighbourhood Residential Zone	<input type="checkbox"/>

APPLICABLE OVERLAYS IN WHITTLESEA

<input type="checkbox"/> HO - Heritage Overlay	<input type="checkbox"/> DPO - Development Plan Overlay	<input type="checkbox"/>
<input type="checkbox"/> SCO - Specific Controls Overlay	<input type="checkbox"/> SBO - Special Building Overlay	<input type="checkbox"/>
<input type="checkbox"/> EAO - Environmental Audit Overlay	<input type="checkbox"/> PAO - Public Acquisition Overlay	<input type="checkbox"/>
<input type="checkbox"/> LSIO - Land Subject To Inundation Overlay	<input type="checkbox"/> DCPO16 - Development Contributions Plan Overlay Schedule 16	<input checked="" type="checkbox"/>
<input type="checkbox"/> MAEO - Melbourne Airport Environs Overlay	<input type="checkbox"/> DDO - Design And Development Overlay	<input type="checkbox"/>
<input type="checkbox"/> ESO - Environmental Significance Overlay	<input type="checkbox"/> BMO - Bushfire Management Overlay	<input type="checkbox"/>
<input type="checkbox"/> IPO - Incorporated Plan Overlay	<input type="checkbox"/> RXO - Road Closure Overlay	<input type="checkbox"/>
<input type="checkbox"/> VPO - Vegetation Protection Overlay	<input type="checkbox"/> SLO - Significant Landscape Overlay	<input type="checkbox"/>
<input type="checkbox"/> PO - Parking Overlay	<input type="checkbox"/> RFO - Rural Floodway Overlay	<input type="checkbox"/>
<input type="checkbox"/> BFO - Built Form Overlay	<input type="checkbox"/> RO - Restructure Overlay	<input type="checkbox"/>
<input type="checkbox"/> ICO - Infrastructure Contributions Overlay	<input type="checkbox"/>	<input type="checkbox"/>

Is the subject of the report (a) of a local government area or (b) of a local government area that is a local government area?

Yes

Is the subject of the report (a) of a local government area or (b) of a local government area that is a local government area?

No

Terms and Conditions
LANDCHECKER PTY LTD ACN 607 394 696 (Landchecker)

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Planning Scheme Amendments

Property Report

1 Limehouse Avenue, Wollert Vic 3750

Report File Name: 536\PS804376

Printed on May 1st, 2025

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Planning Scheme Amendments

Property Report

1 Limehouse Avenue, Wollert Vic 3750

Created On: May 1st, 2025

GP7PPLAN\PS804376

RECENT PLANNING SCHEME AMENDMENTS (LAST 30 DAYS)

GC237 Rezone declared freeway and arterial road land to Transport Zone 2 (TRZ2) and delete redundant Public Acquisition Overlays, following the completion of road projects.

APPROVED 25/04/2025

VC281 Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.

APPROVED 11/04/2025

GC252 Facilitates the development of around 60,000 new homes within 10 activity centres and their catchments by 2051, consistent with the Planning Policy Framework (PPF) and the housing delivery objectives sought by Victoria's Housing Statement, Plan Melbourne 2017-2050 and the recently released Plan for Victoria.

APPROVED 25/04/2025

VC280 Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.

APPROVED 11/04/2025

VC269 The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.

APPROVED 02/04/2025

VC237 The Amendment changes the VPP and all planning schemes in Victoria by introducing a permit exemption for a remote sellers packaged liquor licence under Clause 52.27, replacing references to EPAs Recommended Separation Distances for Industrial Residual Air Emissions document with the new Separation Distance Guideline and Landfill Buffer Guideline, replacing existing references to superseded state and regional waste and resource recovery plans with the new Victorian Recycling Infrastructure Plan, correcting typographical errors, updating formatting and ensuring language and references are accurate and up to date.

APPROVED 11/04/2025

C278wsea The amendment removes the Heritage Overlay (HO165) from 340 Epping Road, Wollert and amends the Heritage Overlay (HO17, Carome Homestead and Mill) and its associated statement of significance at 10 Hathfelde Boulevard, Mernda to include the former Wollert Methodist Church which was recently relocated to the site

APPROVED 22/04/2025

VC273 Amendment VC273 makes changes to clause 52.20 to apply to housing development that are wholly or partly funded by the Victorian or Commonwealth governments.

APPROVED 11/04/2025

GC206 The amendment makes changes to all Schedules to Clause 37.07 (Urban Growth Zone) and the Schedule to Clause 72.04 (Incorporated Documents) of the Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham Planning Schemes to insert the Small Lot Housing Code (Victorian Planning Authority, November 2024)

APPROVED 11/04/2025

PROPOSED PLANNING SCHEME AMENDMENTS

C251wsea The amendment rezones land at 307 Bridge Inn Road and 390 Masons Road, Mernda to General Residential Zone, applies the Development Plan Overlay, Schedule 27 and makes other consequent changes to the Whittlesea Planning Scheme.

Created On: May 1st, 2025

Planning Scheme Amendments

Property Report

1 Limehouse Avenue, Wollert Vic 3750

Created on May 1st, 2025

MURRAY PLANS: 536\PS804376

C249wsea The amendment updates the Municipal Planning Strategy and Planning Policy Framework (PPF) to address outstanding actions identified in the 2018 Planning Scheme Review (PSR 2018). It also incorporates relevant content from the Council Plan 2021 and other adopted Council strategies and policies. The amendment: - Updates and refines local planning policy to improve wording, clarity, and consistency with current municipal conditions; - Introduces new policy content to reflect key considerations from the Amended Cooper Street West Position Paper (October 2017); - Deletes outdated local policies that are no longer required; - Updates the mandatory condition relating to the Precinct Infrastructure Plan; - Revises planning scheme maps and makes other minor changes to zones and overlays.

APPROVAL UNDER CONSIDERATION 12/2/2025

C275wsea The amendment proposes to modify three existing local policies in the Whittlesea Planning Scheme, consisting of Clause 13.07-1L (Display homes), Clause 19.02-1L (Materials recycling centres) and Clause 19.03-5L (Medical centres).

APPROVAL UNDER CONSIDERATION 12/2/2025

C269wsea rezones the subject site, 149 McKimmies Road, Bundoora, for residential use. It will also apply a Development Plan Overlay to guide future development. The amendment also updates the Land Subject to Inundation Overlay with the latest Melbourne Water flood mapping.

APPROVAL UNDER CONSIDERATION 12/2/2025

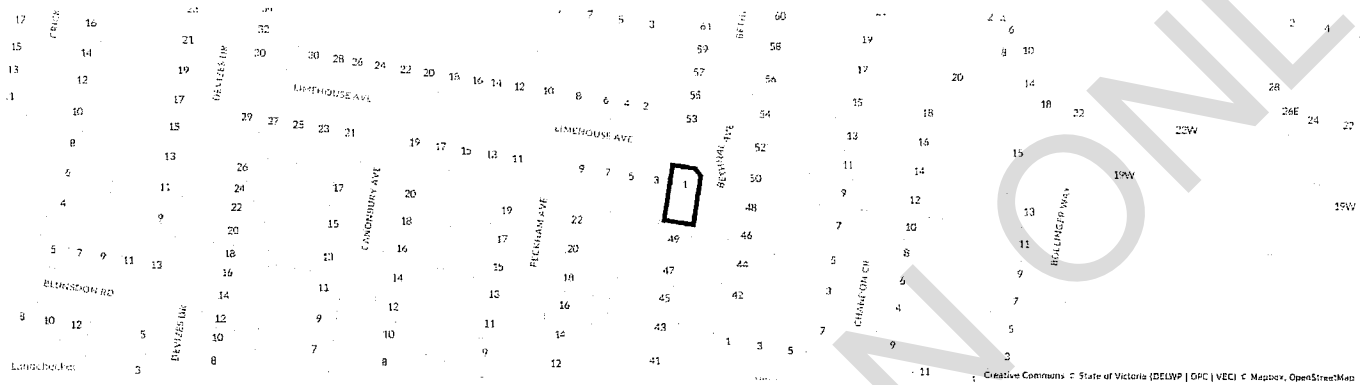
Planning Scheme Amendments

Property Report

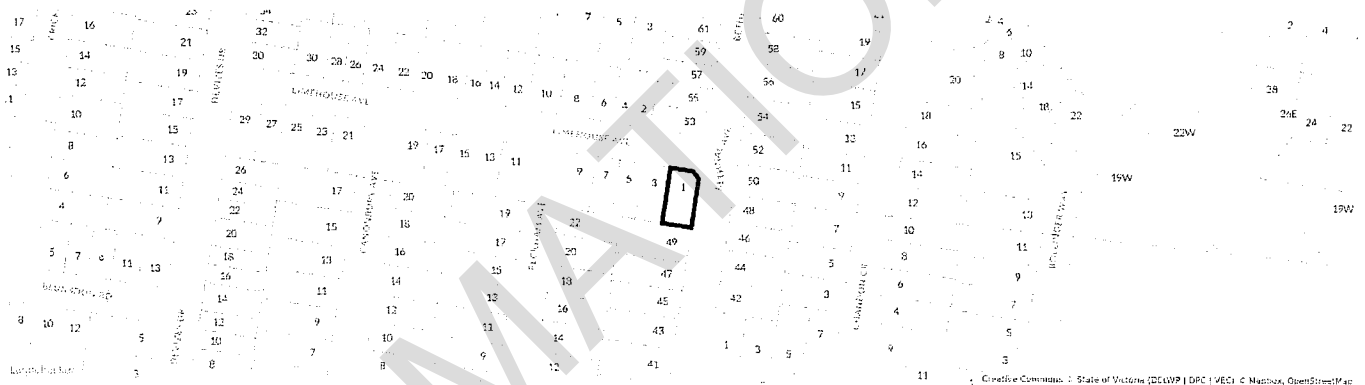
1 Limehouse Avenue, Wollert Vic 3750

PS804376

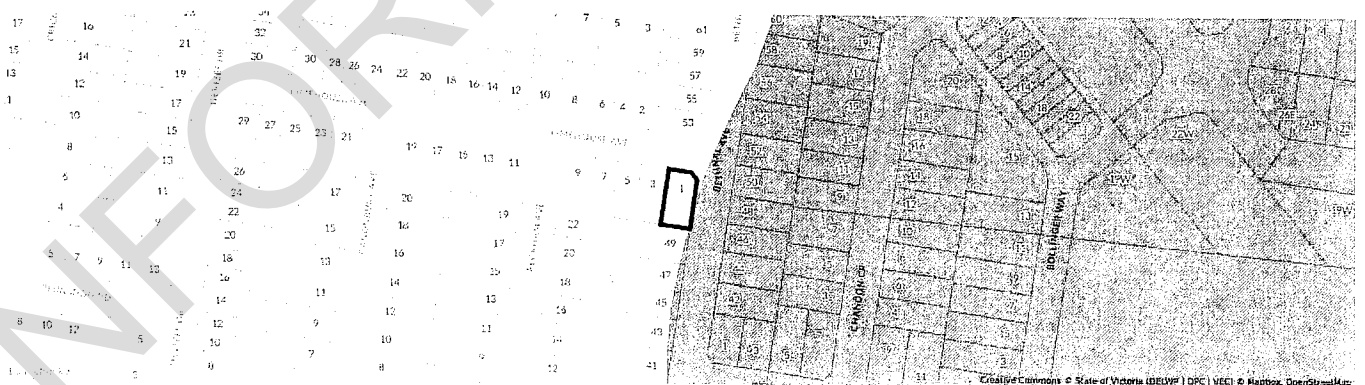
1 Limehouse Avenue, Wollert Vic 3750



PLANNING OVERLAYS IN THE VICINITY OF THE PROPERTY



CULTURAL HERITAGE SENSITIVITY OF THE VICINITY OF THE PROPERTY





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Connie Costanzo
Suite 2 261 265 Blackburn Road
EAST DONCASTER 3109

Client Reference: 25/0261-Giogha

NO PROPOSALS. As at the 1th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1 LIMEHOUSE AVENUE, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 1th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76643481 - 76643481173339 '25/0261-Giogha'

Date of issue
02/05/2025

Assessment No.
1023241

Certificate No.
171590

Your reference
76643481-016-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 1 Limehouse Avenue WOLLERT 3750

Description: LOT: 536 PS: 804376V

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$575,000	\$330,000	\$28,750

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,346.53
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$50.03
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	-\$262.02
Interest to 02/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,128.59
Balance of rates & charges due:	\$463.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$463.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service



131 450

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1023241



Phone 1300 301 185
Ref 1023241



Biller Code 5157
Ref 1023241

1st May 2025

Connie Costanzo C/- GXS
LANDATA

Dear Connie Costanzo C/- GXS,

RE: Application for Water Information Statement

Property Address:	1 LIMEHOUSE AVENUE WOLLERT 3750
Applicant	Connie Costanzo C/- GXS LANDATA
Information Statement	30937309
Conveyancing Account Number	7959580000
Your Reference	25/0261-Giogha

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1 LIMEHOUSE AVENUE WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	1 LIMEHOUSE AVENUE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

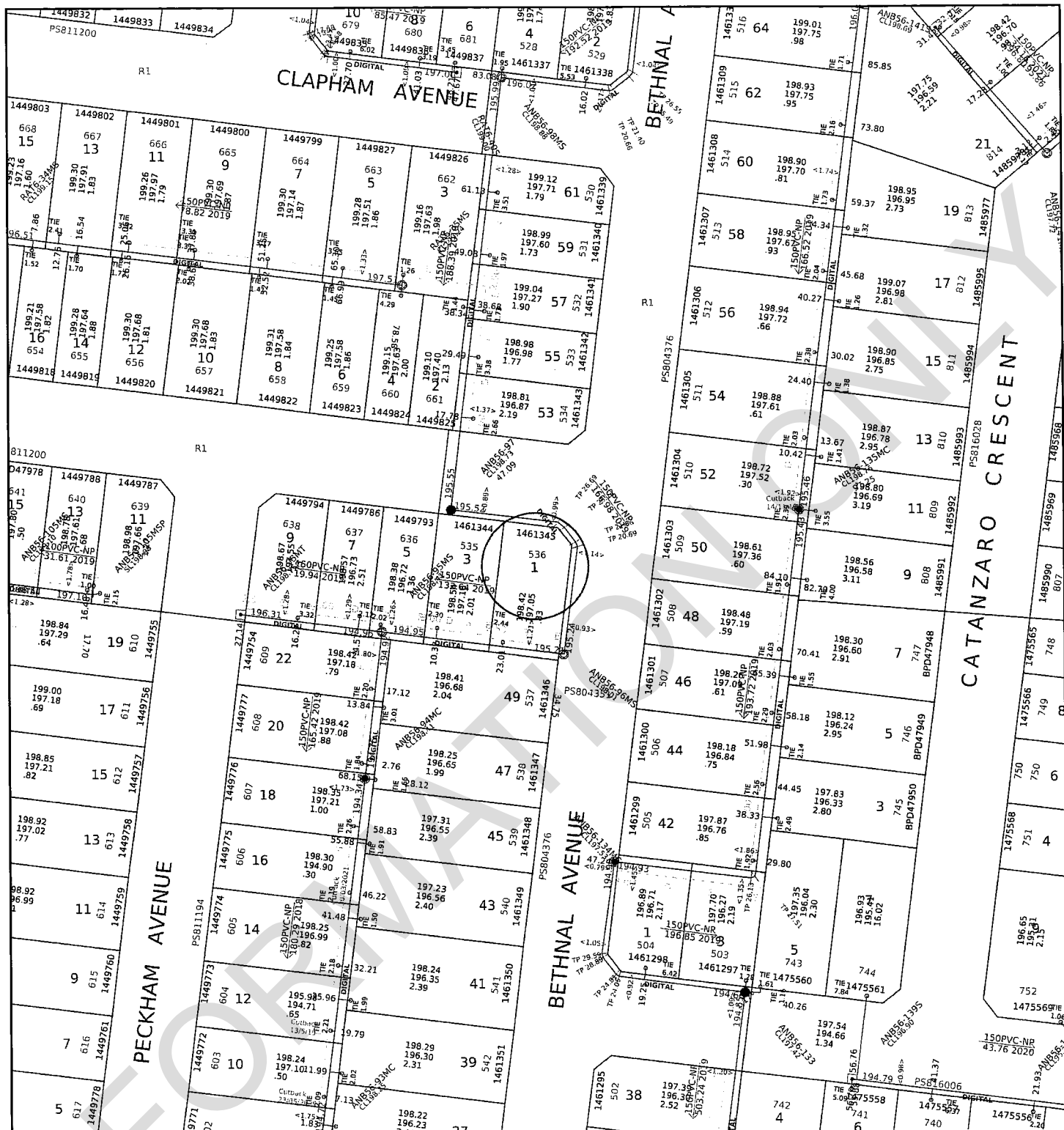
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30937309**

Address	1 LIMEHOUSE AVENUE WOLLERT 3750
Date	01/05/2025
Scale	1:1000



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

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

28th August 2019

Application ID: 415108

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1461345

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	✓ or X
-----------	--------

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Connie Costanzo C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1206249059
Rate Certificate No: 30937309

Date of Issue: 01/05/2025
Your Ref: 25/0261-Giogha

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 LIMEHOUSE AVE, WOLLERT VIC 3750	536\PS804376	5213538	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 10.000000kL x \$3.43420000 = \$34.34</i> Estimated Average Daily Usage \$0.36	11-11-2024 to 14-02-2025	\$34.34	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 4.000000kL x \$1.92590000 = \$7.70</i>	11-11-2024 to 14-02-2025	\$7.70	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$191.01


GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

Recycled water is available at this property

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



YARRA VALLEY WATER
ABN 93 086 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 5213538

Address: 1 LIMEHOUSE AVE, WOLLERT VIC 3750

Water Information Statement Number: 30937309

HOW TO PAY



Billers Code: 314567
Ref: 12062490592

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Land Tax



CONNIE COSTANZO

Your Reference: LD:76643481-012-6.25/0261-C

Certificate No: 90047751

Issue Date: 01 MAY 2025

Enquiries: ESYSPROD

Land Address: 1 LIMEHOUSE AVENUE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46399847	536	804376	12101	104	\$0.00

Vendor: CRISTIAN GIOGHA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CRISTIAN ROBERT GIOGHA	2025	\$330,000	\$0.00	\$0.00

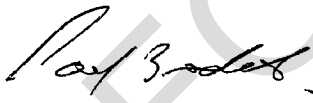
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$575,000
SITE VALUE (SV):	\$330,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 90047751

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,440.00

Taxable Value = \$330,000

Calculated as \$1,350 plus (\$330,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,750.00

Taxable Value = \$575,000

Calculated as \$575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90047751

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 90047751

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



CONNIE COSTANZO

Your Reference: LD:76643481-012-6.25/0261-Giog
Certificate No: 90047751
Issue Date: 01 MAY 2025
Enquires: ESYSPROD

Land Address: 1 LIMEHOUSE AVENUE WOLLERT VIC 3750					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
46399847	536	804376	12101	104	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$575,000
SITE VALUE:	\$330,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90047751

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



CONNIE COSTANZO

Your LD:76643481-012-6.25/0261-
Reference: GIOG
Certificate No: 90047751
Issue Date: 01 MAY 2025

Land Address: 1 LIMEHOUSE AVENUE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
536	804376	12101	104

Vendor: CRISTIAN GIOGHA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 90047751

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 90047754

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 90047754

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Contact Name Kellie Myles
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 76686392-012-0



9 May 2025

Connie Costanzo
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

1 Limehouse Avenue, Wollert (Volume 12101 Folio 104) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 7 May 2025 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 13 21 61.

If you have any queries in relation to this matter please contact me.

Yours sincerely

Kellie Myles

Kellie Myles
Senior Customer Service Officer
Land Revenue Administration Branch

Application Number: 31649-19

FORM 2Building Act 1993
Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT**Building Permit No. BSU14813/7800033591320**

Issued to
Agent of Owner Snowdon/ Pivot
ACN / ARBN
Postal Address Po Box 364 Keilor **Postcode** 3036
Email TahneeB@snowdon.com.au
Address for serving or giving of documents: Po Box 364 Keilor **Postcode** 3036
Contact Person Orlando Sandner **Telephone** 9330 2330

Ownership Details (if person issued with permit is not the owner)

Owner CHRISTIAN GIOGHA
ACN / ARBN
Postal Address 16 GREIG STREET Reservoir **Postcode** 3073
Email c.giogha@hotmail.com
Contact Person CHRISTIAN GIOGHA **Telephone**

Property Details [include title details as and if applicable]

Number 1 Street/Road LIMEHOUSE AVENUE **Suburb** Wollert **Postcode** 3750
Lot/s 536 **LP/PS** **Volume** 12101 **Folio** 104
Crown allotment **Section No** **Parish** **County**

Municipal District Whittlesea City Council

Builder
Name SNOWDON DEVELOPMENTS **Telephone** 03933023:
Address 24 LOGISTICS STREET Keilor Park 3042
ACN/ARBN:

Building practitioner registration no: CDB-U 57934

Enquiries: Building and Planning Administration 9217 2259
Buildplan@whittlesea.vic.gov.au

Your Ref: 76643481-018-8

16 May 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c)
 1 (Lot 536) Limehouse Avenue WOLLERT**

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BSU14813/7800033591320	14/11/2019	Construction of new dwelling and garage	9/10/2020

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

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

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

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

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

Council Offices

25 Ferres Boulevard
 South Morang VIC 3752

Locked Bag 1
 Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170

Fax 03 9217 2111

TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au

www.whittlesea.vic.gov.au



Free Telephone Interpreter Service

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

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

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

INFORMATION ONLY

VENDOR: Cristian Robert Giogha

PROPERTY: 1 Limehouse Avenue, Wollert 3750

SECTION 32 STATEMENT

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894 5888
FAX: (03) 9894 5588
EMAIL: connie@costanzolawyers.com.au
DX 38406 DONBURN
REF: CC:25/0261**