

Contract of sale of land

Property: 10 Catanzaro Crescent, Wollert 3750

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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

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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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: CHRISTOPHER BEZEMER

.....

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, Victoria, 3074

Email: sold@rataandco.com.au

Vendor

Name: Christopher Bezemer

Address:

Email:

Vendor's legal practitioner

Name: Delaney & Associates

Address: PO Box 65 Diamond Creek

Email: meagan@delaneyandassociates.com.au

Tel: : 0431 327 793 Ref: MD:250002

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	12200	Folio	779	748	PS816006P

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.

INFORMATION ONLY

Property address

The address of the land is **10 Catanzaro Crescent, Wollert 3750**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

The purchaser must pay a deposit of **10% of the purchase price**.

The purchaser must pay the deposit within 15 minutes of the fall of the hammer at auction.

The deposit must be paid by electronic funds transfer to the vendor's estate agent trust account. Details of the trust account will be made available by the vendor's real estate agent on the day of the auction.

The deposit will be held by the vendor's estate agent as stakeholder until settlement or as otherwise provided in this contract.

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

1. AMENDMENTS TO GENERAL CONDITIONS

- a. General Conditions 12, 31.4, 31.5 and 31.6 are hereby deleted.
- b. This is an essential term.

2. ADJUSTMENTS

General condition 23.3 is replaced with the following:

Adjustments must be provided to the Vendor's legal representative no later than 3 days prior to settlement, otherwise settlement may be delayed by 3 business days to enable confirmation of same, and the Purchaser will be in default and penalty interest will apply.

3. PURCHASER'S ACKNOWLEDGEMENTS

- a. The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall neither make any requisition or objection, nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.
- b. The Purchaser acknowledges they have inspected the property hereby sold and, save as is otherwise expressly provided, that they are purchasing the property in its present condition and state of repair. The Purchaser further acknowledges 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.
- c. The Purchaser acknowledges that there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induce the Purchaser to enter into this Contract.
- d. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representations or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.
- e. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent unless they are made conditions of this Contract.
- f. The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

4. AMENDMENTS TO CONTRACT POST-EXCHANGE

The Purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of a Deed of Variation. Any agreement to vary conditions of the contract shall not be binding if it is not made in accordance with this Special Condition.

5. PLANNING

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the *Planning and Environment Act 1987*, the *Building Act 1993*, the *Heritage Act 1995*, the *Local Government Act 1989*, and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of Property.

6. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale thereof.

7. GUARANTEE

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the

Contract have the Guarantee annexed to this Contract and marked “**Annexure 1**” executed by each of its Directors.

8. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth) and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

9. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- a. If there is more than one Purchaser, it is the Purchasers’ responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (“the proportions”).
- b. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers’ responsibility to pay any additional duty which may be assessed as a result of the variation.
- c. The Purchasers fully indemnify the Vendor, the Vendor’s agent, and the Vendor’s legal practitioner and/or conveyancer against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- d. This Special Condition 9 is an essential term and condition and will not merge on completion.

10. SECTION 27 EARLY RELEASE OF DEPOSIT STATEMENT

The Purchaser acknowledges and agrees that:

- a. The 28 day time limit prescribed by Section 27 of the *Sale of Land Act 1962* commences on the day which the Section 27 Statement is served by the Vendor’s representative to the Purchaser or the Purchaser’s representative.
- b. In the event that the Title is encumbered by a Mortgage or Caveat, any mortgagee or caveator ‘Section 27 Letter’ may be provided at any time during the time limit prescribed by Section 27 of the *Sale of Land Act 1962*.

11. ACCEPTANCE OF TITLE

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.

12. SETTLEMENT REBOOKING FEE

- a. Without limiting Special Condition 13, the Purchaser agrees to pay the Vendor’s Solicitor’s costs of \$220.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date (**‘Re-Scheduled Settlement Date’**). The Settlement Rebooking Fee is to be allowed on the Statement of Adjustment and paid to the Vendor’s Solicitors at settlement.
- b. For the purposes of Special Condition 12(a), a seeking of extension to settlement date shall constitute a cancellation of settlement on the appointed settlement date and therefore require a Re-Scheduled Settlement Date.
- c. If the Purchaser or the Purchaser’s Legal Representative does not nominate another date to re-schedule Settlement, the Vendor’s Solicitors will nominate a date to serve as the Re- Scheduled Settlement Date.
- d. For the purpose of Special Condition 12(c), should settlement be cancelled on the Re-Scheduled Settlement Date and require another re-scheduling for another date, the Purchaser agrees to pay another Settlement Rebooking Fee of \$220.00 to be allowed, in addition to all prior Settlement Rebooking Fees, on the Statement of Adjustment and paid to the Vendor’s Solicitors at settlement.
- e. This Special Condition 12 is an essential term and condition.

13. DEFAULT NOTICE

- a. For the purposes of General Condition 34 and 35, reasonable costs incurred shall include, but is not limited to, legal fees that are payable, and these fees, not including Settlement Re-Booking Fees, shall be \$990.00.

14. DECKING COMPLIANCE AND CONDITION

a. No Warranty as to Decking Compliance

The Purchaser acknowledges and agrees that the Property, including the decking ("the **Decking**"), is sold in its present condition and subject to all defects (if any), whether latent or patent, and that the Vendor makes no warranty or representation as to:

- i. the structural condition or state of repair of the Decking;
- ii. whether the Decking was constructed in accordance with any building permit, planning permit, or approval; or
- iii. whether the Decking complies with the *Building Act 1993* (Vic) or *Building Regulations 2018* (Vic).

b. Purchaser's Acknowledgement

The Purchaser acknowledges that:

- i. The Decking is approximately 25m² and was constructed at the property in 2020.
- ii. No building permit was obtained for the construction of the Decking.
- iii. the Purchaser has had the opportunity to inspect the Decking and make all enquiries and investigations (including with the relevant authorities) as to the compliance, condition, and legality of the Decking prior to the auction; and
- iv. the Purchaser purchases the Property, including the Decking, on this basis.

c. No Right to Rescind or Claim

The Purchaser shall not be entitled to make any objection, requisition, claim for compensation, or rescind the Contract in respect of any matter relating to the Decking, including (without limitation) any non-compliance with any law, regulation, or permit, or any requirement for rectification, removal, or modification of the Decking by any authority.

d. Survival

This Special Condition survives settlement.

e. Essential Term and Condition

The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

15. FITTINGS AND FIXTURES

a. Sale "As Inspected"

The Purchaser acknowledges and agrees that the Property, including all fittings and fixtures, is sold in its present condition as at the time of auction and inspection.

b. Included Items

- i. Fixed Floor Coverings (e.g., wall-to-wall carpets, fixed tiles, linoleum)
- ii. Window Furnishings (e.g., curtains, blinds, fixed pelmets)
- iii. Light Fittings (e.g., ceiling lights, wall lights, downlights, unless specifically excluded)
- iv. Built-in Appliances (e.g., built-in oven, cooktop, rangehood, dishwasher if integrated)
- v. Heating and Cooling Units (e.g., ducted heating, split system air conditioners, if fixed to the property)
- vi. Bathroom Fixtures (e.g., fixed mirrors, towel rails, shower screens, vanity units)
- vii. Built-in Wardrobes and Cupboards (e.g., robes, linen cupboards, kitchen cabinetry)
- viii. Security Systems (e.g., hardwired alarm systems, intercoms, if fixed)
- ix. Smoke Detectors (if hardwired)

- x. Letterbox (if fixed)
- xi. Clothesline (if fixed)
- xii. TV Antenna and Satellite Dishes (if fixed)
- xiii. Garage Door Opener (and remotes, if the opener is fixed to the property)
- xiv. Garden Irrigation Systems (if fixed)
- xv. Other Fixed Items – any other fixtures and fittings attached to the property as at the date of contract, not expressly excluded.

c. Excluded Items

The parties expressly agree that the following items (collectively, the “**Excluded Items**”) are excluded from the sale and do not form part of the property being sold under this Contract:

- xvi. wall mounted televisions;
- xvii. all artwork;
- xviii. all potted plants;
- xix. all furniture;
- xx. all floor standing shelves;
- xxi. garage bench (floor standing);
- xxii. garage pegboards;
- xxiii. garage wall mounted cabinet; and
- xxiv. all door mats and rugs.

The Vendor warrants and undertakes that all Excluded Items will be removed from the property prior to the date of settlement. The Vendor further warrants that no damage will be caused to the property as a result of the removal of the Excluded Items, save for fair wear and tear.

All fixtures and fittings that are attached to the property as at the date of this Contract, and which are not expressly listed as Excluded Items above or otherwise excluded in this Contract or in writing by the Vendor prior to the auction, are included in the sale.

This clause prevails to the extent of any inconsistency with any other provision of this Contract or any prior representation, statement, or agreement regarding inclusions or exclusions.

d. No Claims or Objections

The Purchaser shall not be entitled to make any objection, requisition, claim for compensation, or rescind the Contract in respect of:

- i. the state, condition, or working order of any fittings or fixtures;
- ii. the inclusion or exclusion of any item not expressly listed as included in the Contract of Sale; or
- iii. any alleged misdescription or ambiguity regarding fittings and fixtures.

e. Purchaser's Acknowledgement

The Purchaser acknowledges that they have had the opportunity to inspect the Property and make all necessary enquiries regarding the fittings and fixtures prior to the auction.

The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

16. AUCTION

- a. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of this auction (the **Rules**), will be as set out in the Schedules to the *Sale of Land Regulations 2005* or any rules prescribed by regulations which modify or replace those rules.

- b. The Purchaser acknowledges that:
 - a. The Rules have been made available for inspection by the public for a reasonable period before the beginning of the auction; and
 - b. The Purchaser has read the Rules.

17. DEPOSIT PAYMENTS

- a. The Purchaser must pay the deposit required under the Contract of Sale within 15 minutes of the fall of the hammer at auction.
- b. The deposit must be paid by electronic funds transfer only.
- c. Deposit bonds, bank guarantees, or any other form of security or undertaking are not acceptable forms of payment for the deposit under this Contract.
- d. Failure to pay the deposit in accordance with this Special Condition constitutes a breach of the Contract and entitles the Vendor to exercise any rights available under the Contract or at law.
- e. This Special Condition survives settlement.
- f. The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

18. PLANNING AND GAIC DISCLOSURE

The Purchaser acknowledges having received and reviewed the Vendor's Statement (Section 32 Statement) and attached planning certificate, which disclose that the property is zoned Urban Growth Zone – Schedule 5, is affected by Development Contributions Plan Overlay – Schedule 16, and may be subject to a Growth Areas Infrastructure Contribution (**GAIC**).

19. DOMESTIC BUILDING INSURANCE

- a. The Purchaser acknowledges that the Vendor has disclosed in the Vendor's Statement (Section 32 Statement) that, to the best of the Vendor's knowledge, domestic building insurance was required in relation to the construction of the dwelling.
- b. The Vendor has made reasonable enquiries and has located a certificate of insurance for the 2017/2018 period, which includes the relevant policy number. However, the Vendor has been unable to locate any more recent certificate of domestic building insurance pertaining to the construction of the dwelling.
- c. The Purchaser acknowledges that they have been informed of the above disclosure and that they should make their own enquiries with the builder and/or the Victorian Managed Insurance Authority (VMIA) regarding the existence and particulars of any domestic building insurance applicable to the property.
- d. The Purchaser agrees that they shall not be entitled to make any objection, requisition, claim for compensation, or rescind the Contract by reason of the Vendor's inability to provide any domestic building insurance certificate other than the certificate for the 2017/2018 period.
- e. The Purchaser acknowledges and agrees that this Special Condition is an essential term of the Contract.
- f. The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

20. DIRECTORS GAURANTEEE

- a. If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute Purchaser which is a company other than a public company, then the Purchaser must procure the execution of the Guarantee and Indemnity in the form attached to this Contract by each of the Directors of the Company at the Purchasers expense, and deliver it to the Vendor at the time of signing the Contract or within 3 business days of being required to do so by the Vendor.
- b. The Purchaser acknowledges that this Special Condition is an essential term of the Contract, and failure to provide the Guarantee and Indemnity is a breach of this Contract and which (without prejudice to any other rights of the Vendor may have with respect of the breach) will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand.

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.

Annexure 1

DIRECTOR'S GUARANTEE AND INDEMNITY

To:

Christopher Bezemer ("the **Vendor**")

From:

The undersigned directors of _____ ACN _____ ("the **Purchaser**")

1. Guarantee

- 1.1. In consideration of the Vendor entering into the Contract of Sale dated [Contract Date] ("the **Contract**") with the Purchaser at the request of the undersigned, the undersigned directors (each a "**Guarantor**" and together the "**Guarantors**") jointly and severally unconditionally and irrevocably guarantee to the Vendor the due and punctual performance by the Purchaser of all of its obligations under the Contract, including but not limited to the payment of all monies payable by the Purchaser to the Vendor under or in connection with the Contract.
- 1.2. If the Purchaser defaults in the performance of any of its obligations under the Contract, the Guarantors must, upon written demand from the Vendor, immediately perform or procure the performance of those obligations, including payment of any monies due.

2. Indemnity

- 2.1. The Guarantors jointly and severally indemnify and must keep indemnified the Vendor against all loss, damage, liability, costs, charges, and expenses of any kind (including legal costs on a full indemnity basis) suffered or incurred by the Vendor arising directly or indirectly from or in connection with any breach or non-performance by the Purchaser of any of its obligations under the Contract, or any failure by the Guarantors to comply with their obligations under this guarantee and indemnity.
- 2.2. The indemnity in this clause is a separate and independent obligation and is not affected by the unenforceability or invalidity of any other provision of this guarantee and indemnity or the Contract.

3. Continuing Guarantee

- 3.1. This guarantee and indemnity is a continuing guarantee and indemnity and remains in full force and effect until all obligations of the Purchaser under the Contract have been fully, finally, and unconditionally performed, satisfied, and discharged, and is not discharged or prejudiced by any settlement of account or other matter.

4. No Release

- 4.1. The liability of the Guarantors under this guarantee and indemnity is not affected, discharged, or diminished by any of the following (whether with or without the consent of the Guarantors):
 - a) any variation, extension, renewal, or replacement of the Contract;
 - b) any time, indulgence, waiver, or concession granted to the Purchaser or any Guarantor;
 - c) any release, compromise, or arrangement with the Purchaser or any other guarantor;
 - d) the insolvency, liquidation, administration, or bankruptcy of the Purchaser or any Guarantor;
 - e) any act, omission, or event which, but for this clause, might operate to release, prejudice, or affect the liability of the Guarantors under this guarantee and indemnity.

5. Joint and Several Liability

- 5.1. If more than one person executes this guarantee and indemnity, the obligations and liabilities of each Guarantor are joint and several.

6. Waiver of Rights

- 6.1. The Guarantors waive any right to require the Vendor to proceed against or enforce any other right or security or claim payment from any person before claiming from the Guarantors under this guarantee and indemnity.

7. Governing Law and Jurisdiction

- 7.1. This guarantee and indemnity is governed by and construed in accordance with the laws of Victoria, Australia.
- 7.2. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts.

8. Notices

- 8.1. Any notice or demand to be given to a Guarantor under this guarantee and indemnity must be in writing and may be delivered by hand, sent by pre-paid post, or sent by email to the address or email last notified in writing by the Guarantor to the Vendor.

9. Execution

This guarantee and indemnity is executed as a deed.

Director One

Director Name: _____

Director Signature: _____

Date: _____

Director Two

Director Name: _____

Director Signature: _____

Date: _____

Executed as a Deed

Signed, sealed and delivered by the above-named directors in the presence of:

Witness Name: _____

Witness Signature: _____

Date: _____

Vendor GST withholding notice

Pursuant to section 14–255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

Date: 11 July 2025

From: Christopher Bezemer

Property Address: 10 Catanzaro Crescent, Wollert, Victoria, 3750.

Lot: 748

Plan of subdivision: PS816006P

The Purchaser/recipient is not required to make a payment under section 14–250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

From: Christopher Bezemer (Vendor)

Dated: 11 July 2025

Signed by the Vendor: 

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

10 Catanzaro Crescent, Wollert 3750

Vendor's name

Christopher Bezemer

Date

11 / 07 / 25

**Vendor's
signature**



**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

☒ Are contained in the attached certificate/s.

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

Not Applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Land subject to Tax Reform Scheme

(a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

No.

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

Not Applicable.

ii. the entry date within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**

Not Applicable.

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -
- ☒ Is in the attached copies of title document/s
- (b) Particulars or any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

- a. The Vendor discloses that decking has been constructed on the property without a building permit. The Vendor is not aware of any building permit, notice, order, report, recommendation, or declaration issued by the relevant authority in relation to the decking or any other structure on the property.
- b. Building Permits and Occupancy Permit

The Vendor discloses that the dwelling on the property was constructed in 2020 by a registered builder. A building permit was issued for the construction of the dwelling as follows:

- **Building Permit Number:** 6362058610065
- **Date of Issue:** 17 June 2020
- **Issuing Authority:** Group Four Building Surveyors Pty Ltd (ACN: 158 953 425)

A copy of the building permit is attached to this Section 32 Statement.

An occupancy permit was issued for the dwelling as follows:

- **Occupancy Permit Number:** 6362058610065
- **Date of Issue:** 20 November 2020
- **Issuing Authority:** Group Four Building Surveyors Pty Ltd (ACN: 158 953 425)

A copy of the occupancy permit attached to this Section 32 Statement.

c. **Domestic Building Insurance**

The Vendor discloses that, to the best of their knowledge, domestic building insurance was required in relation to the construction of the dwelling.

The Vendor has made reasonable enquiries and has located a certificate of insurance for the 2017/2018 period, which includes the relevant policy number. However, the Vendor has been unable to locate any more recent certificate of domestic building insurance pertaining to the construction of the dwelling.

A copy of the certificate of insurance for 2017/2018 is attached to this Section 32 Statement.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

☒ The following planning information applies to the property:

- The land is zoned Urban Growth Zone – Schedule 5 (UGZ5).
- The land is affected by a Development Contributions Plan Overlay – Schedule 16 (DCPO16).
- The land may be subject to a Growth Areas Infrastructure Contribution (GAIC). For further information regarding GAIC.

Attached is a copy of the planning certificate with the required specified information.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

☒ Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable. The land is not subject to an unregistered subdivision. A copy of the registered plan of subdivision (PS816006P) is attached to this Section 32 Statement as evidence of registration.

10.2 Staged Subdivision

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

Not Applicable. The land is not part of a staged subdivision. A copy of the registered plan of subdivision (PS816006P), which confirms this status, is attached to this Section 32 Statement.

10.3 Further Plan of Subdivision

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

Not Applicable. The land is not subject to any proposed further plan of subdivision. A copy of the registered plan of

subdivision (PS816006P) is attached to this Section 32 Statement as evidence of the current subdivision status.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

- Due Diligence Checklist
- Title Search
- Copy of Plan of Subdivision
- Planning Certificates
- VicRoads Certificate
- Land Information Certificate
- Water Information Statement
- State Revenue Office Land Tax Certificate
- Property Planning Report
- Copy of Building and Occupancy Permit
- Certificate of Insurance

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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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 12200 FOLIO 779

Security no : 124125651056T
Produced 25/06/2025 03:59 PM

LAND DESCRIPTION

Lot 748 on Plan of Subdivision 816006P.
PARENT TITLE Volume 12190 Folio 930
Created by instrument PS816006P 09/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHRISTOPHER BEZEMER of 10 VALONIA COURT CRAIGIEBURN VIC 3064
AT200689D 30/04/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX323781U 05/10/2023
SUNCORP-METWAY LTD

COVENANT PS816006P 09/04/2020

COVENANT AT200689D 30/04/2020

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

DIAGRAM LOCATION

SEE PS816006P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 10 CATANZARO CRESCENT WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 05/10/2023

DOCUMENT END

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PLAN OF SUBDIVISION				EDITION 1		PS 816006P	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 17 CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL. 12190 FOL. 930 LAST PLAN REFERENCE: PS 807904F LOT F POSTAL ADDRESS: 290F CRAIGIEBURN ROAD (AT TIME OF SUBDIVISION) WOLLERT 3750 MGA94 CO-ORDINATES: E 323 250 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 836 600				Council Name: Whittlesea City Council Council Reference Number: 609607 Planning Permit Reference: 716603 SPEAR Reference Number: S109985V Certification This plan is certified under section 6 of the Subdivision Act 1988 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 27/03/2020 Statement of Compliance issued: 27/03/2020			
VESTING OF ROADS AND OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		RESTRICTIONS ARE TO BE CREATED UPON REGISTRATION OF THIS PLAN ---- SEE SHEETS 6 TO 10. OTHER PURPOSE OF PLAN: 1. THE WHOLE OF THE SEWERAGE EASEMENT E-2 CREATED IN PS 807904F AFFECTING ROADS R-1 ON THIS PLAN ARE TO BE REMOVED UPON REGISTRATION OF THIS PLAN. GROUND FOR EASEMENT REMOVAL: BY AGREEMENT OF THE RELEVANT AUTHORITIES VIDE SECTION 6(1)(k)(iii) OF THE SUBDIVISION ACT 1988			
ROADS R-1 ROAD R-2 RESERVE No.1		WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL					
NOTATIONS							
DEPTH LIMITATION: DOES NOT APPLY STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. LOTS 1 TO 700 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 3249 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 126, 47, 21 IN PROCLAIMED SURVEY AREA No.74							
EASEMENT INFORMATION							
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)							
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF			
E-1	SUPPLY OF GAS AND RIGHTS IN CONNECTION THEREWITH	35	G225018	VOL.5219 FOL.723 (GAS & FUEL CORPORATION VICTORIA)			
E-1	SUPPLY OF GAS AND RIGHTS IN CONNECTION THEREWITH	35	PS 749772R	APA VTS Australia			
E-5	DRAINAGE	SEE DIAG.	PS 807904F	WHITTLESEA CITY COUNCIL			
E-3	SEWERAGE	SEE DIAG.	PS 749772R	YARRA VALLEY WATER CORPORATION			
E-4, E-7	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION			
E-7, E-8	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL			
E-6	SEWERAGE	SEE DIAG.	PS 807895D	YARRA VALLEY WATER CORPORATION			
E-6, E-9	DRAINAGE	SEE DIAG.	PS 807895D	WHITTLESEA CITY COUNCIL			
E-10	WATER SUPPLY	SEE DIAG.	PS 749772R	YARRA VALLEY WATER CORPORATION			
 LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9203 8000 F 03 9203 9099 www.calibreconsulting.com.au			ARRAMONT Stage 7	DEVELOPMENT AREA: 8.11ha	NO.OF LOTS: 59 +B7	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 10 SHEETS
REF: 15-004370/7 VERSION: N RM 09.04.20			Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (N), 25/03/2020, SPEAR Ref: S109985V			PLAN REGISTERED TIME: 3:21 PM DATE: 9/04/2020 C. Grosso Assistant Registrar of Titles	

PS 816006P

MGA 94
ZONE 55

94°37'10"
282.20

RESERVE No.1

VERDON
DRIVE

ANGELINA
AVENUE

LA TOUR BULEVARD

FOR ENLARGEMENTS AND EASEMENTS
SEE SHEETS 4 AND 5.

7°07'10"
191.20

162.50
277°07'10"

7°10'10"
272.45

121°09'30"
44.89

36.88
14.0°21'

182°04'30"

86.77

266°05'

27.02

GRENACHE ROAD

R170
A33.55
C33.50

R110
A25.53
C25.47
188°14'

7°07'10"
556.31

181°35'

216.25

GRENACHE ROAD

B7
3.833ha

FOR ENLARGEMENT AND EASEMENTS
SEE SHEET 3

COLOMBARD
ROAD

CRAIGIEBURN ROAD



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SCALE
1:3000

30 0 30 60 90 120 150
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2 OF 10 SHEETS

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25/03/2020, SPEAR Ref: S109985V

Digitally signed by:
Whittlesea City Council,
27/03/2020,
SPEAR Ref: S109985V

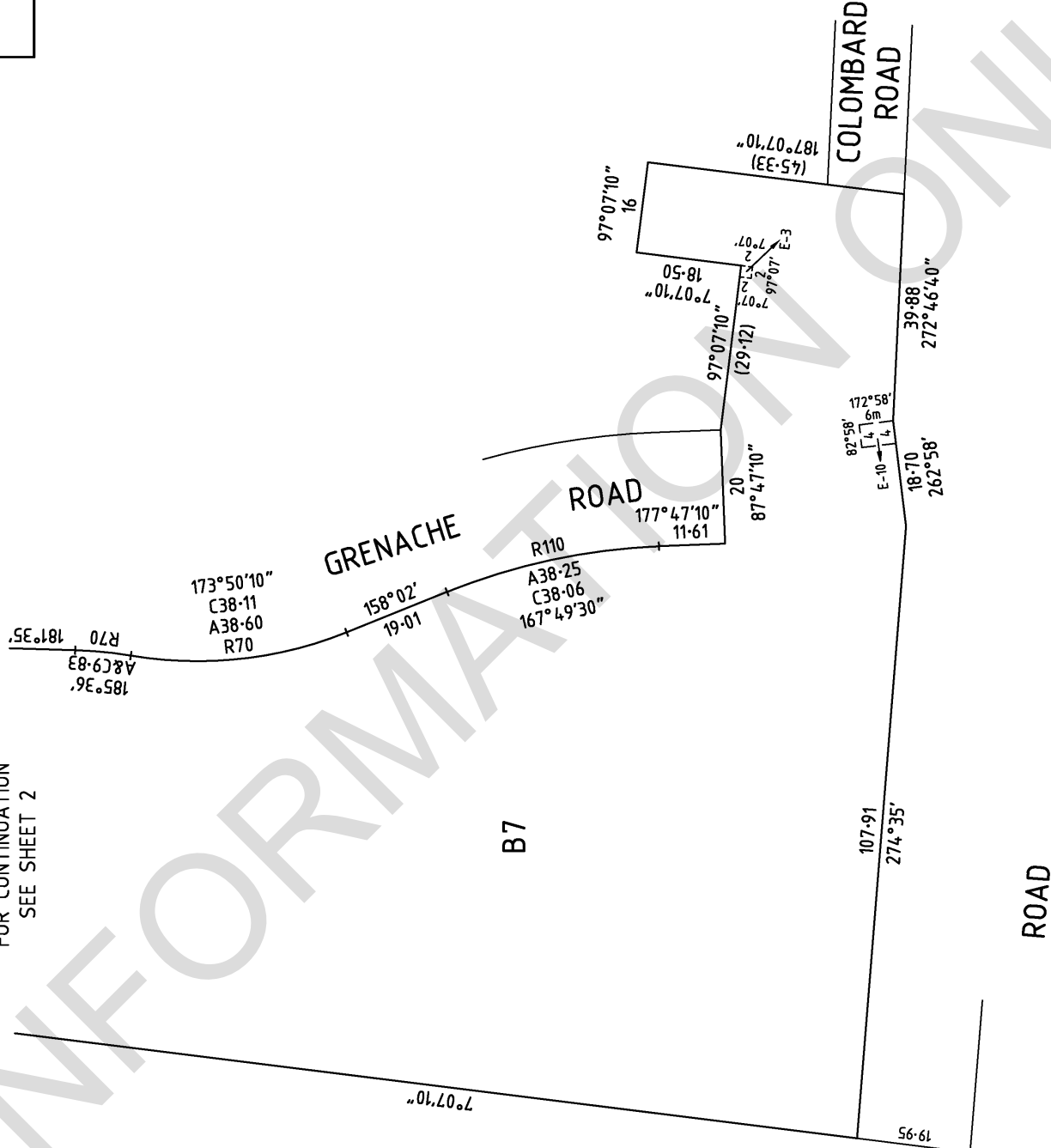
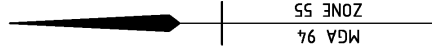
REF: 15-004370/7 VERSION: N

RM 17.12.19

Amended by: Zois Aravanis, Licensed Surveyor 09/04/2020.

PS 816006P


FOR CONTINUATION
SEE SHEET 2



B7

CRAIGIEBURN
ROAD

COLOMBARD
ROAD



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SCALE
1:800

LENGTHS ARE IN METRES

0 8 16 24 32 40

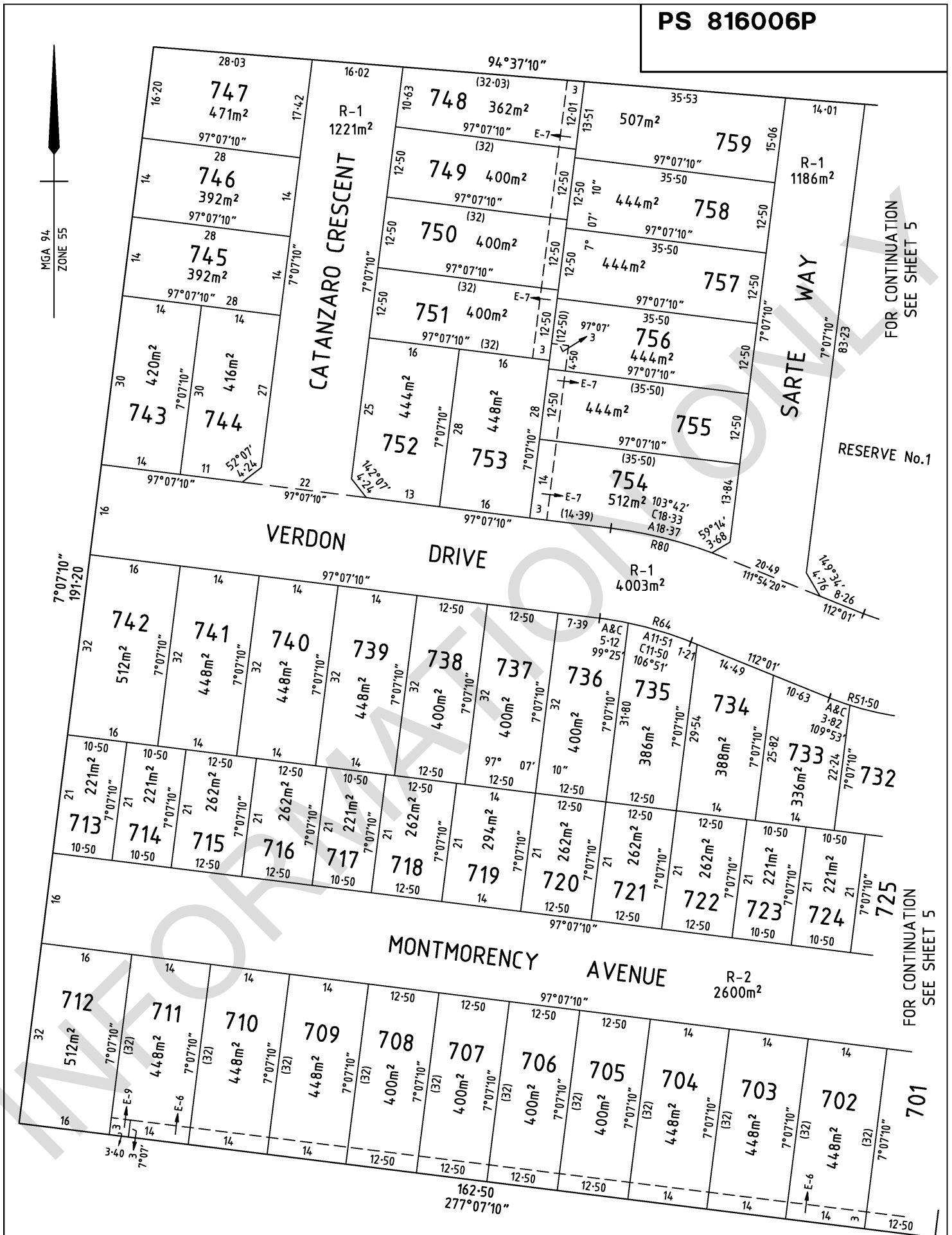
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25/03/2020, SPEAR Ref: S109985V

ORIGINAL SHEET
SIZE: A3

SHEET 3 OF 10 SHEETS

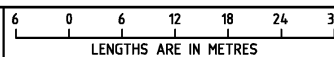
Digitally signed by:
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PS 816006P



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SCALE
1:600



ORIGINAL SHEET
SIZE: A3

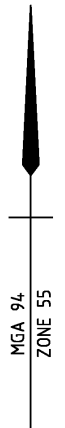
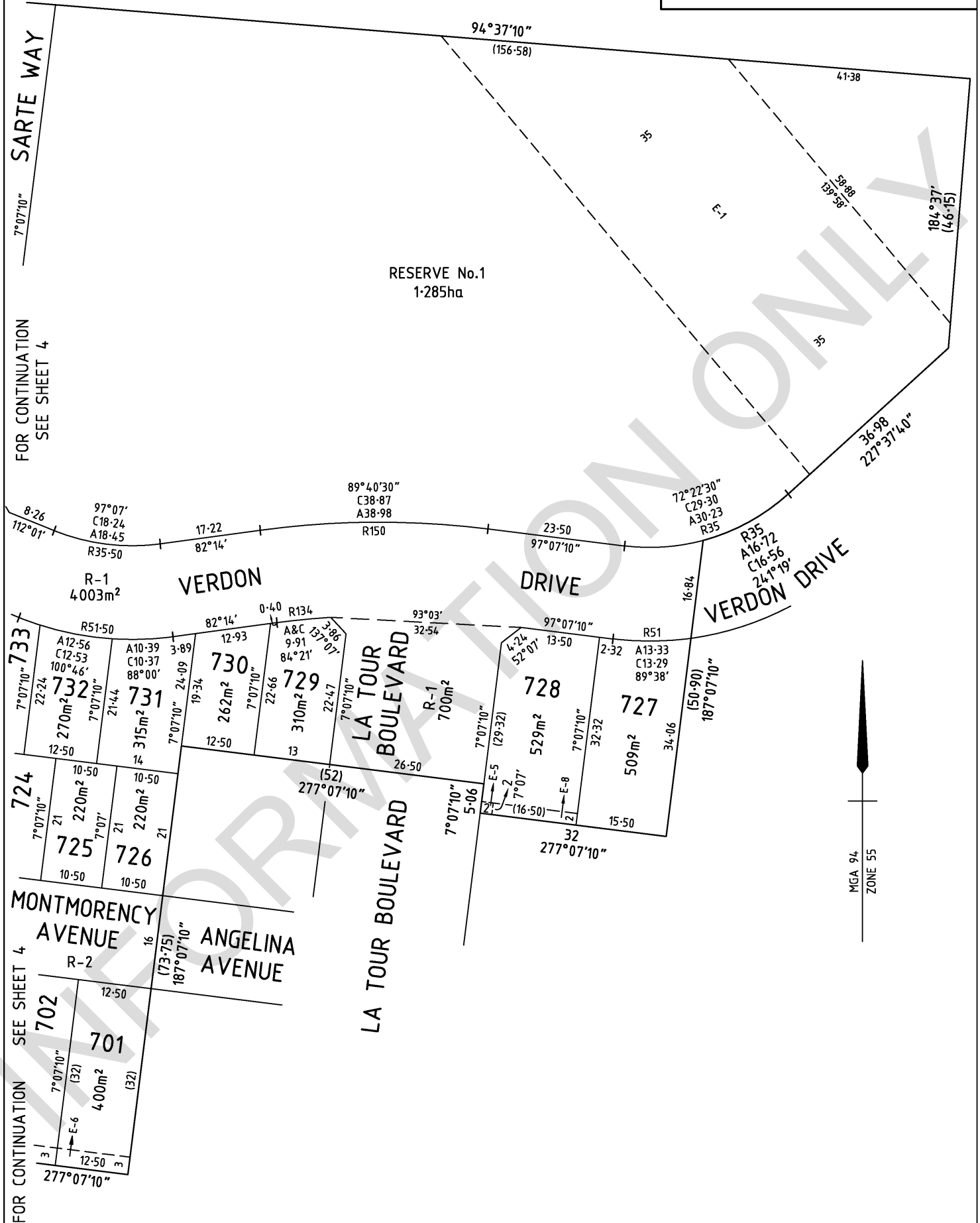
SHEET 4 OF 10 SHEETS


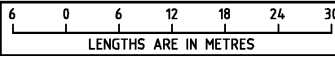
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PS 816006P

CREATION OF RESTRICTION No.1

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 701 TO 712, 727 TO 729, 731 AND 733 TO 759 (ALL INCLUSIVE)


LAND TO BE BENEFITED: LOTS 701 TO 759 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY LOT ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTIONS APPLY SHALL NOT:

1. BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT CAUSE TO BE CARRIED OUT OR ALLOW TO BE CARRIED OUT ANY BUILDING OR CONSTRUCTION WORKS ON THE LOT UNLESS:
 - (A) COPIES OF BUILDING PLANS, ELEVATIONS, ROOF PLAN, SITE PLAN (INCORPORATING SETBACK FROM ALL BOUNDARIES, BUILDING ENVELOPE, EXISTING CONTOUR, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS, AND LANDSCAPING) AND SCHEDULE OF EXTERNAL COLOURS AND MATERIALS ("PLANS") HAVE BEEN SUBMITTED TO THE ARRAMONT ASSESSMENT PANEL CARE OF EVOLVE DEVELOPMENT PTY LTD, SUITE B, 1 ALBERT ROAD MELBOURNE 3004 OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE ARRAMONT ASSESSMENT PANEL FROM TIME TO TIME;
 - (B) THE PLANS COMPLY WITH THE DESIGN GUIDELINES, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT www.aramont.com.au AND
 - (C) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAS GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS;
2. AT ANY TIME ERECT, CONSTRUCT, BUILD OR CAUSE TO BE ERECTED, CONSTRUCTED OR BUILT ON A LOT:
 - (A) ANY BUILDING OTHER THAN ONE PRIVATE DWELLING WITH THE USUAL OUTBUILDINGS.
 - (B) ANY BUILDING WITH THE SAME FRONT FACADE TO THAT OF AN EXISTING PRIVATE DWELLING WITHIN 5 HOUSE LOTS, AND OPPOSITE THE PRIVATE DWELLING AND WITHIN 5 HOUSE LOTS, REGARDLESS OF STREET INTERSECTIONS.
 - (C) ANY PRIVATE DWELLING WITH A TOTAL FLOOR AREA (EXCLUDING ANY VERANDAH, BALCONY OR GARAGE) OF LESS THAN:
 - (i) 120m² IN THE CASE OF A LOT HAVING AN AREA BETWEEN 300m² AND 450m².
 - (ii) 150m² IN THE CASE OF A LOT HAVING AN AREA BETWEEN 451m² AND 600m².
 - (iii) 180m² IN THE CASE OF A LOT HAVING AN AREA GREATER THAN 601m².
 - (D) ANY PRIVATE DWELLING (INCLUDING GARAGE) OF WHICH LESS THAN THIRTY PERCENT (30%) OF THE EXTERNAL WALLS (EXCLUDING WINDOWS) IS CONSTRUCTED OF BRICK, BRICK VENEER, MASONRY, MASONRY VENEER OR OTHER APPROVED TEXTURE COATED MATERIAL.
 - (E) ANY PRIVATE DWELLING (INCLUDING GARAGE) UPON WHICH FASCIA BOARD'S TRIM AND EXPOSED METALWORK IS NOT COLOUR CO-ORDINATED WITH THE DWELLING HOUSE, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (F) ANY PRIVATE DWELLING (INCLUDING GARAGE) WITH UNPAINTED AND/OR UNTREATED METALWORK, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (G) ANY PRIVATE DWELLING (INCLUDING GARAGE) WITH REFLECTIVE GLAZING AND/OR TINTED GLASS, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (H) ANY PRIVATE DWELLING (INCLUDING GARAGE OR CARPORT) WITH A ROOF OF OTHER THAN MASONRY, TERRACOTTA ROOF TILES OR OTHER NON REFLECTIVE MATERIALS.
 - (I) ANY PRIVATE DWELLING THAT DOES NOT ALLOW FOR LOCK UP CAR ACCOMMODATION FOR AT LEAST ONE VEHICLE.
 - (J) ANY OPEN CARPORTS.
 - (K) ANY GARAGE WHICH IS CONSTRUCTED OF MATERIALS OTHER THAN MATERIALS OF THE SAME TYPE AND FINISH AS THE PRIVATE DWELLING ON A LOT.
 - (L) ANY GARAGE WITH ROLLER DOORS OR METAL TRAY DECK DOORS.
3. AT ANY TIME CONSTRUCT OR BUILD A DRIVEWAY OF ANY MATERIAL OTHER THAN COLOURED CONCRETE, PAVERS OR CONCRETE WITH EXPOSED AGGREGATE OR STAMPED OR STENCILED SURFACING IN NEUTRAL COLOURED TONES.
4. AT ANY TIME CONSTRUCT OR BUILD A DRIVEWAY WITHIN 500mm OF A SIDE BOUNDARY.
5. AT ANY TIME ALLOW FEATURES TO EXIST OTHER THAN SCREENING PLANTS, BETWEEN A DRIVEWAY AND A SIDE BOUNDARY, RESTRICTED TO THE CLOSEST SIDE BOUNDARY.

FOR CONTINUATION SEE SHEET 7


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PS 816006P

CREATION OF RESTRICTION No.1 (CONTINUED)

6. DAMAGE EXISTING DRIVEWAYS, CROSSOVERS AND FOOTPATHS DURING THE CONSTRUCTION OF DRIVEWAYS.
7. DELAY THE CONSTRUCTION OF DRIVEWAY FROM THE FRONT ALLOTMENT BOUNDARY TO THE SETBACK OF THE GARAGE FOR MORE THAN 90 DAYS FROM THE DATE OF THE ISSUE OF THE CERTIFICATE OF OCCUPANCY IN RELATION TO THE PRIVATE DWELLING CONSTRUCTED ON THE SAID LOT.
8. DELAY THE FRONT LANDSCAPING TO THE DWELLING FOR MORE THAN 90 DAYS FROM THE DATE OF THE ISSUE OF THE CERTIFICATE OF OCCUPANCY IN RELATION TO THE PRIVATE DWELLING CONSTRUCTED ON SAID LOT.
9. LEAVE INCOMPLETE BUILDING WORKS FOR MORE THAN 90 DAYS WITHOUT CONSTRUCTION BEING CARRIED OUT, AND SHALL NOT DELAY COMPLETION OF ALL BUILDING WORKS RESULTING IN THE ISSUE OF A CERTIFICATE OF OCCUPANCY, FOR MORE THAN 12 MONTHS.
10. ERECT OR CAUSE TO PERMIT TO BE ERECTED OR REMAIN ERECTED ANY FENCING UPON A SIDE OR REAR BOUNDARY OF A LOT:-
 - (A) UNLESS SUCH FENCE IS 1.8 METRES IN HEIGHT AND IS CONSTRUCTED OF DOUBLE SIDED TIMBER PALINGS WITH EXPOSED POSTS AND TIMBER CAPPING.
 - (B) BETWEEN THE FRONT BOUNDARY AND 1 METRE BEHIND THE FRONT BUILDING LINE.
 - (C) CONSTRUCTED OF STEEL SHEETING OR COMPRESSED BOARD.
11. OCCUPY THE PRIVATE DWELLING UNLESS THE CONSTRUCTION OF THE PERIMETER FENCING HAS BEEN COMPLETED.
12. EXCEPT WITH PRIOR WRITTEN CONSENT OF EVOLVE DEVELOPMENT PTY LTD AND IN ACCORDANCE WITH THE ARRAMONT DESIGN GUIDELINES, COMMENCE CONSTRUCTION OF ANY BUILDING OR LANDSCAPING WORKS.

THIS RESTRICTION SHALL EXPIRE FOUR YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

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PS 816006P

CREATION OF RESTRICTION No.2

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 701 TO 712, 727 TO 729, 731 AND 733 TO 759 (ALL INCLUSIVE)

LAND TO BE BENEFITED: LOTS 701 TO 759 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

1. BUILD ANY DWELLING OTHER THAN WITHIN THE APPROVED BUILDING ENVELOPE SHOWN ON THE SCHEDULE ON SHEETS 9 AND 10 ON THIS PLAN, UNLESS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
THIS COVENANT SHALL CEASE TO HAVE EFFECT AFTER A PERIOD OF 10 YEARS FROM THE DATE OF REGISTRATION.
2. SHALL NOT CONSTRUCT OR ALLOW TO CONSTRUCT ANY MORE THAN ONE DWELLING PER LOT.
UNLESS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
3. (A) CONSTRUCT THE SIDE WALL OF THE FIRST LEVEL OF ANY DWELLING ON A CORNER LOT LESS THAN 900mm FROM THE GROUND LEVEL WALL THAT FACES A SIDE STREET, OR WITH LESS THAN 30% GLAZING FOR THE AREA OF THE WALL AND THE REMAINDER OF THE WALL MUST BE CONSTRUCTED IN CONTRASTING MATERIAL FINISHES.
(B) CONSTRUCT ANY GARAGE ON A BURDENED LOT LESS THAN 5 METRES FROM THE ROAD ALIGNMENT AT THE FRONT OF THE LOT
(C) DEVELOP ANY LOTS WITH A WIDTH OF 10 METRES OR LESS AT THE LOT FRONTAGE WITH ANY GARAGE OTHER THAN A SINGLE GARAGE WHERE ACCESS IS PROPOSED FROM THE LOT FRONTAGE.

CREATION OF RESTRICTION No.3

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 713 TO 726 (BOTH INCLUSIVE), 730 AND 732.

LAND TO BE BENEFITED: LOTS 701 TO 759 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

1. DEVELOP THE LAND UNLESS THE PLANS COMPLY WITH THE DESIGN GUIDELINES, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT www.arramont.com.au
RESTRICTION 3(1) WILL CEASE TO HAVE EFFECT AFTER THE ISSUE OF OCCUPANCY FOR THE WHOLE OF THE LOT.
2. THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH THE 'SMALL LOT HOUSING CODE (TYPE B)' UNLESS IN ACCORDANCE WITH A PLANNING PERMIT GRANTED TO CONSTRUCT A DWELLING ON THE LOT.

CREATION OF RESTRICTION No.4

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 701 TO 759 (BOTH INCLUSIVE)


LAND TO BE BENEFITED: LOTS 701 TO 759 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- (A) CONSTRUCT ANY DWELLING ON A LOT PRESENTING SIDEAGE DIRECTLY ADJOINING ANY FORM OF OPEN SPACE, UNLESS:
 - (i) THE DEVELOPMENT CONSISTS OF A DOUBLE STOREY DWELLING;
 - (ii) THE DEVELOPMENT INCLUDES PASSIVE SURVEILLANCE FEATURES SUCH AS LARGE WINDOWS AND/OR BALCONIES AT THE FIRST STOREY LEVEL OVERLOOKING THE ADJOINING OPEN SPACE;
 - (iii) ANY FENCING OF THE FRONT YARD ADJOINING THE OPEN SPACE IS FEATURE-STYLE, WITH MINIMUM 25% TRANSPARENCY AND HAS A MAXIMUM HEIGHT OF 1.5 METRES
- (B) CONSTRUCT ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR THE USE OF RECYCLED WATER IN TOILET FLUSHING AND GARDEN WATERING.

GARDEN AREA REQUIREMENTS

- (C) CONSTRUCT ANY DWELLING ON ANY LOT UNLESS IT INCLUDES AN AREA ON THE LOT WHICH MEETS THE 'GARDEN AREA' REQUIREMENTS AS OUTLINED IN CLAUSE 32.08-4 OF THE WHITTLESEA PLANNING SCHEME.

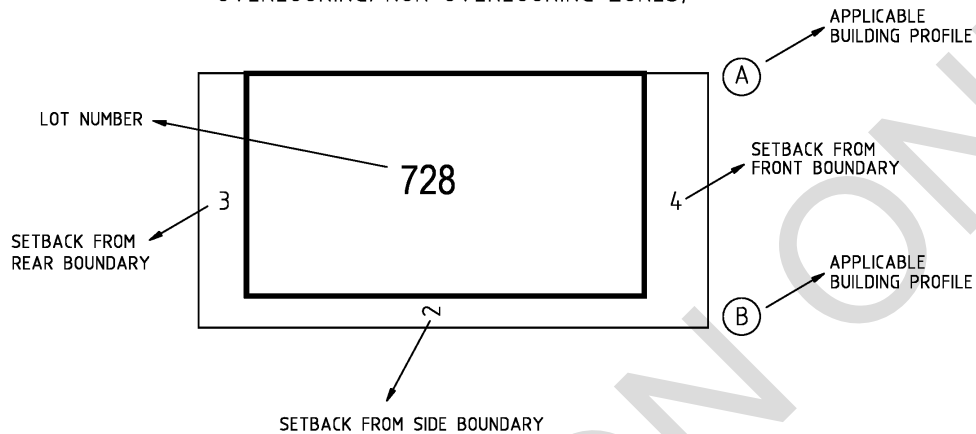
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PS 816006P

BUILDING ENVELOPE SCHEDULE

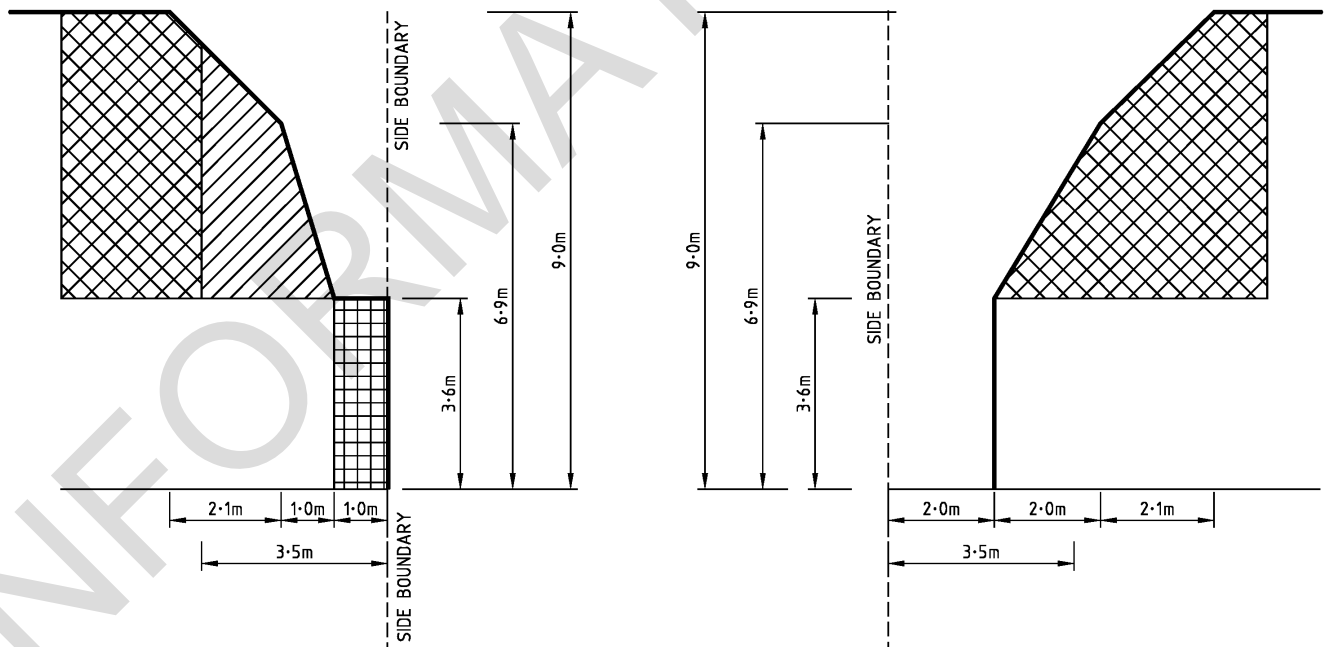
THE BUILDING ENVELOPES ARE SHOWN ENCLOSED WITHIN CONTINUOUS THICK LINES


DOUBLE STOREY BUILDING ENVELOPE
(REFER TO APPLICABLE BUILDING PROFILE FOR
OVERLOOKING/NON-OVERLOOKING ZONES)





(A) BUILDING PROFILE 'A'

(B) BUILDING PROFILE 'B'



 OVERLOOKING ZONE
HABITABLE ROOM WINDOWS/RAISED OPEN
SPACES ARE A SOURCE OF OVERLOOKING.

 NON OVERLOOKING ZONE
HABITABLE ROOM WINDOWS/RAISED OPEN
SPACES ARE NOT A SOURCE OF OVERLOOKING.

 BUILDING TO BOUNDARY ZONE
WALL ON BOUNDARY PERMISSIBLE
TO A MAXIMUM LENGTH OF 20m.



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REF: 15-004370/7 VERSION: N

PG 9.8.17

Amended by: Zois Aravanis, Licensed Surveyor 09/04/2020.

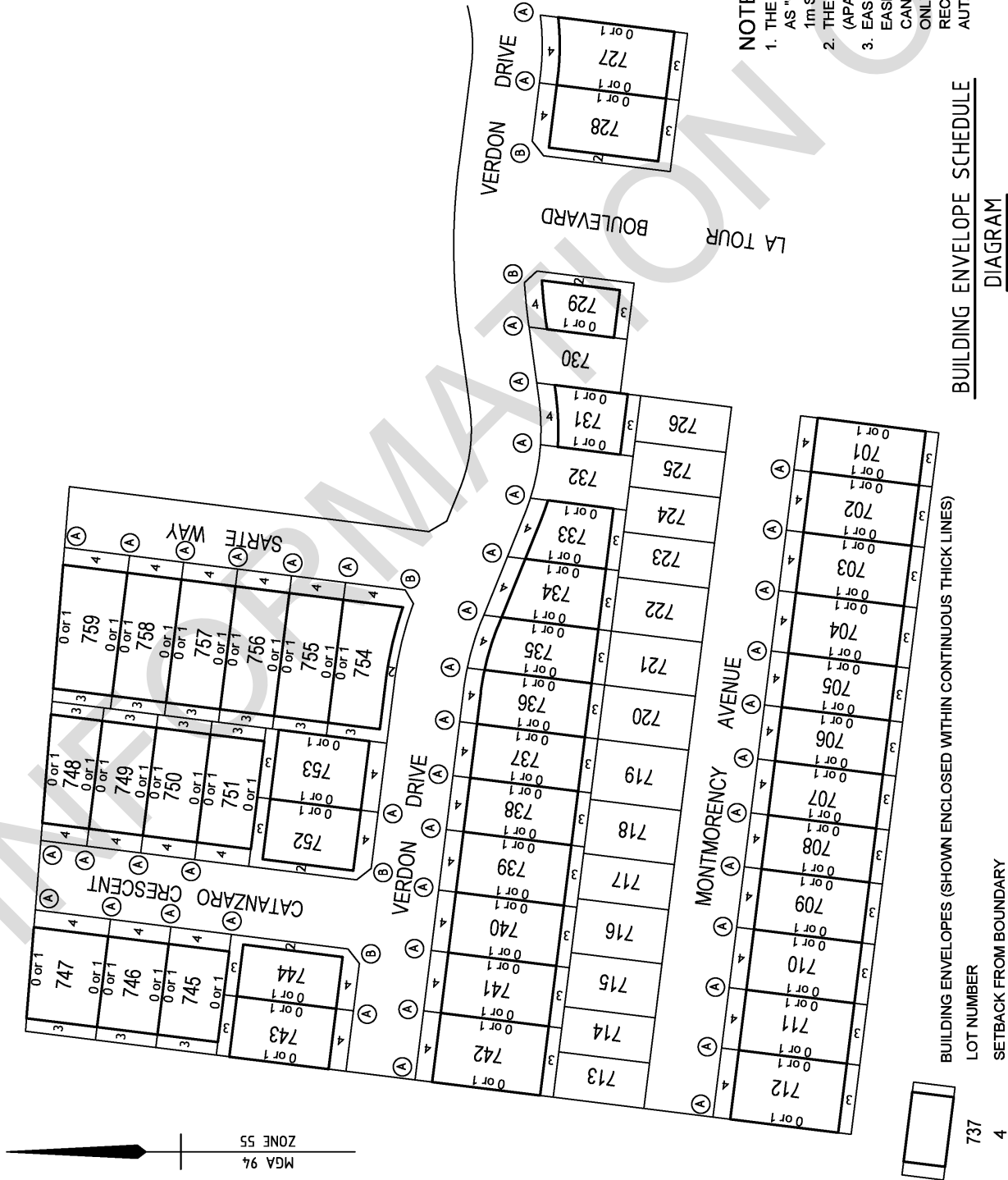
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25/03/2020, SPEAR Ref: S109985V

ORIGINAL SHEET
SIZE: A3

SHEET 9 OF 10 SHEETS

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27/03/2020,
SPEAR Ref: S109985V

PS 816006P



NOTES:

1. THE BUILDING CAN BE BUILT ON EITHER SIDE BOUNDARY WHERE NOTED AS "0 or 1" ON THIS DIAGRAM BUT MUST MAINTAIN A MINIMUM 1m SETBACK TO THE OPPOSITE BOUNDARY.
2. THE PROVISIONS OF PART 4 OF THE BUILDING REGULATIONS APPLY (APART FROM THE FRONT SETBACK WHICH IS REGULATION 409), AND EASEMENT NOTATION - WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE WITHIN THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDINGS ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT BY THE RELEVANT SERVICE AUTHORITY.

BUILDING ENVELOPE SCHEDULE
DIAGRAM

BUILDING ENVELOPES (SHOWN ENCLOSED WITHIN CONTINUOUS THICK LINES)
LOT NUMBER
SETBACK FROM BOUNDARY



LICENSED LAND SURVEYORS & ENGINEERS
CALIBRE CONSULTING (MELB) PTY LTD
Level 2, 55 Southbank Boulevard
Southbank VIC 3006
T 03 9203 9000
F 03 9203 9099
www.calbregroup.com

REF: 15-004370/77 VERSION: N
Amended by: Zois Aravanis, Licensed Surveyor 09/04/2020.

SCALE
1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 10 OF 10 SHEETS

Digitally signed by: Zois Aravanis, Licensed Surveyor,
Surveyor's Plan Version (N),
25/03/2020, SPEAR Ref: S109985V

Digitally signed by:
Whittlesea City Council,
27/03/2020,
SPEAR Ref: S109985V

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1151160

APPLICANT'S NAME & ADDRESS

DELANEY & ASSOCIATES C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

BEZEMER, CHRISTOPHER

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

893563

This certificate is issued for:

LOT 748 PLAN PS816006 ALSO KNOWN AS 10 CATANZARO CRESCENT 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

26 June 2025

Sonya Kilkeny
Minister for Planning

Property Clearance Certificate

Land Tax



INFOTRACK / DELANEY & ASSOCIATES

Your Reference:	250002
Certificate No:	91966283
Issue Date:	26 JUN 2025
Enquiries:	ESYSPROD

Land Address:	10 CATANZARO CRESCENT WOLLERT VIC 3750
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47254634	748	816006	12200	779	\$0.00

Vendor: CHRISTOPHER BEZEMER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CHRISTOPHER BEZEMER	2025	\$360,000	\$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):	\$650,000
SITE VALUE (SV):	\$360,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91966283

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 = \$1,530.00

Taxable Value = \$360,000

Calculated as \$1,350 plus (\$360,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

Calculated as \$650,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91966283

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: 91966283

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / DELANEY & ASSOCIATES

Your Reference:	250002
Certificate No:	91966283
Issue Date:	26 JUN 2025
Enquires:	ESYSPROD

Land Address: 10 CATANZARO CRESCENT WOLLERT VIC 3750					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47254634	748	816006	12200	779	\$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:	\$650,000
SITE VALUE:	\$360,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91966283

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / DELANEY & ASSOCIATES

Your Reference:	250002
Certificate No:	91966283
Issue Date:	26 JUN 2025

Land Address: 10 CATANZARO CRESCENT WOLLERT VIC 3750

Lot	Plan	Volume	Folio
748	816006	12200	779

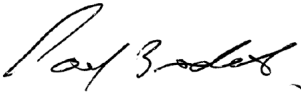
Vendor: CHRISTOPHER BEZEMER
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00


Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 91966283

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: 91966283

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: 91966283

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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Delaney & Associates C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 893563

NO PROPOSALS. As at the 26th June 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®.

10 CATANZARO CRESCENT, 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: 26th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

Date of issue
03/07/2025

Assessment No.
1104850

Certificate No.
173524

Your reference
77233952-014-5

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 10 Catanzaro Crescent WOLLERT 3750

Description: LOT: 748 PS: 816006P

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$675,000	\$360,000	\$33,750

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 2025 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 01/07/2025	\$1,595.93
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$116.78
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 03/07/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$2,258.66

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$2,258.66
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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 **1104850**



Phone 1300 301 185
Ref **1104850**



Biller Code **5157**
Ref **1104850**

26th June 2025

Delaney & Associates C/- InfoTrack (LEAP) C/- LAND
LANDATA

Dear Delaney & Associates C/- InfoTrack (LEAP) C/- LAND,

RE: Application for Water Information Statement

Property Address:	10 CATANZARO CRESCENT WOLLERT 3750
Applicant	Delaney & Associates C/- InfoTrack (LEAP) C/- LAND LANDATA
Information Statement	30950675
Conveyancing Account Number	7959580000
Your Reference	893563

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address 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	10 CATANZARO CRESCENT WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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	10 CATANZARO CRESCENT 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.

20th May 2020

Application ID: 449650

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

Sewer**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1475565

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.

Delaney & Associates C/- InfoTrack (LEAP) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9604760843
Rate Certificate No: 30950675

Date of Issue: 26/06/2025
Your Ref: 893563

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
10 CATANZARO CRES, WOLLERT VIC 3750	748\PS816006	5232967	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 36.000000kL x \$3.43420000 = \$123.63</i> Estimated Average Daily Usage \$1.39	14-02-2025 to 14-05-2025	\$123.63	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 6.000000kL x \$1.92590000 = \$11.56</i>	14-02-2025 to 14-05-2025	\$11.56	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00


GENERAL MANAGER
RETAIL SERVICES

Note:

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

payable to the end of the current financial quarter.

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.

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: 5232967

Address: 10 CATANZARO CRES, WOLLERT VIC 3750

Water Information Statement Number: 30950675

HOW TO PAY



Bill Code: 314567
Ref: 96047608434

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

3rd June 2020

Brooke McGilton
BURBANK HOMES
care of
brooke.mcgilton@burbank.com.au

Dear Brooke McGilton,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	451347
Property Address	10 CATANZARO CRESCENT WOLLERT 3750
Service Location ID	5232967

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Residential or Habitable Structure

- cannot build over any sewer branch and 600mm horizontal clearance is required
- cannot build over the maintenance chamber, maintenance shaft, inspection shaft and 800mm horizontal clearance from the centre of the cover is required

Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking

- can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required
- cannot build over the maintenance chamber, maintenance shaft, inspection shaft and 800mm horizontal clearance from the centre of the cover is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a maintenance chamber, maintenance shaft or inspection shaft the following apply:

1. Refer to attached plan 'B' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. Maximum width allowed for eaves is 600mm.

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a maintenance chamber, maintenance shaft or inspection shaft the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
7. Maintenance shafts can only be opened by YVW's authorised personnel.
8. Maximum width allowed for eaves is 600 mm.

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.

5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. No structures deemed habitable are to be built over a property connection branch
3. Build over of own property connection branch is not permitted where the branch is servicing more than one property

For structures adjacent to the property connection branch the following conditions apply

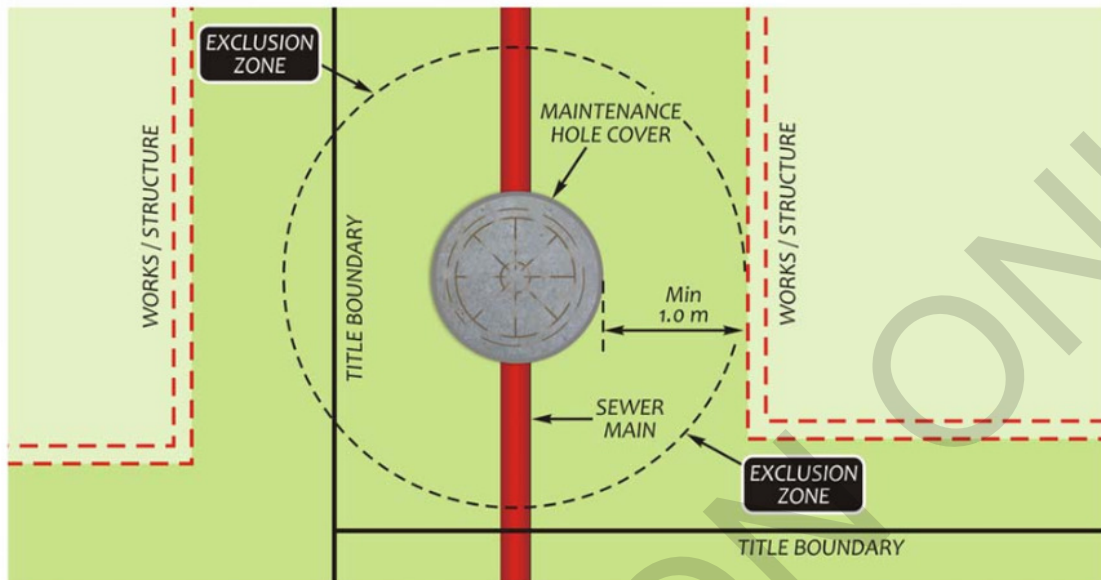
4. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
7. Driven piles are not permitted.
8. Maximum width allowed for eaves is 600 mm.

For structures traversing over the Property Connection branch, the following additional conditions apply.

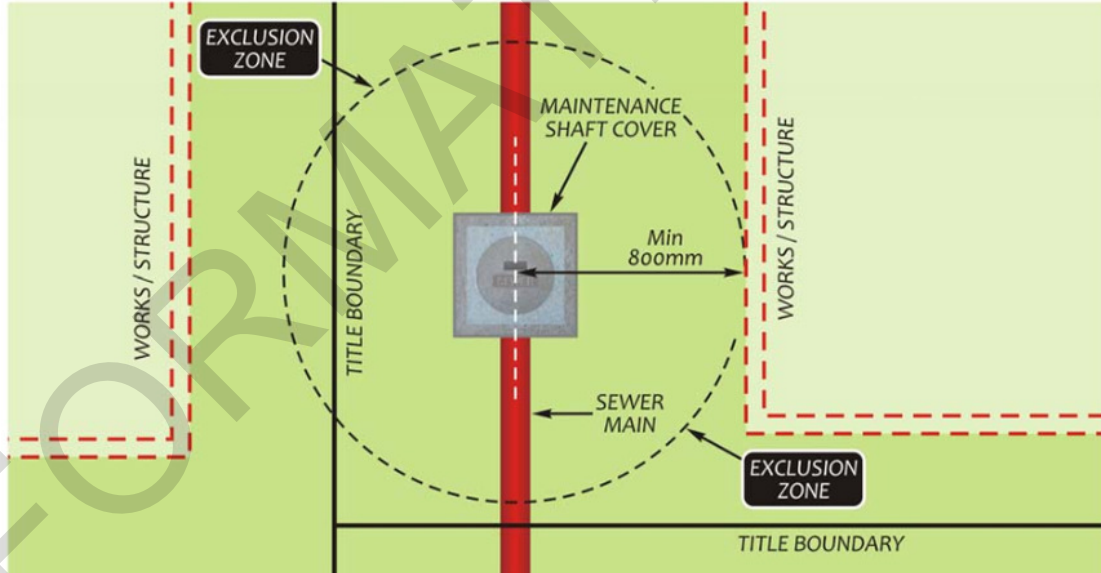
9. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1.0 m
10. Concrete floor is to be of non structural infill slab only
11. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance.
12. Height clearance is required, unless demountable. Height clearance is taken to be height of the walls.

MAINTENANCE STRUCTURES

MAINTENANCE HOLE

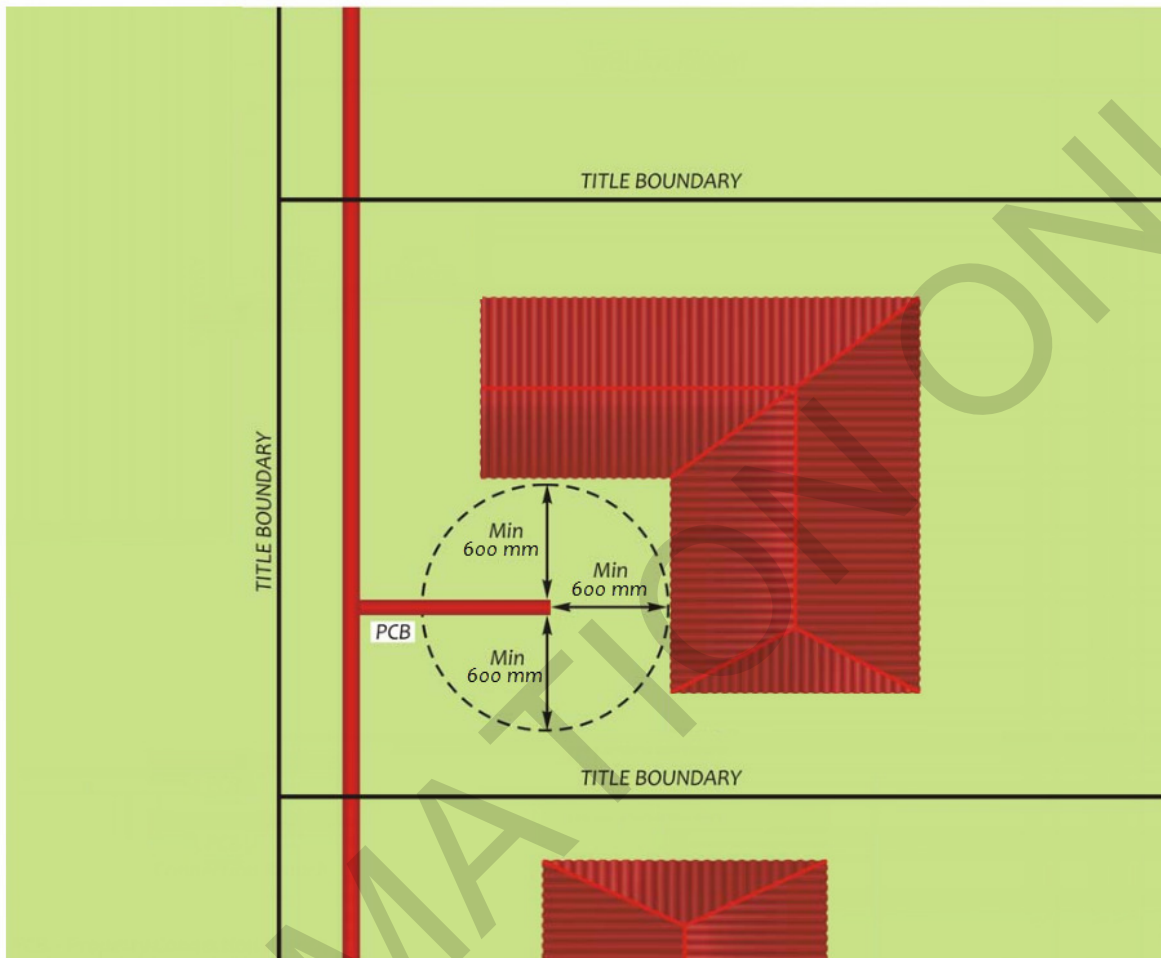


MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT

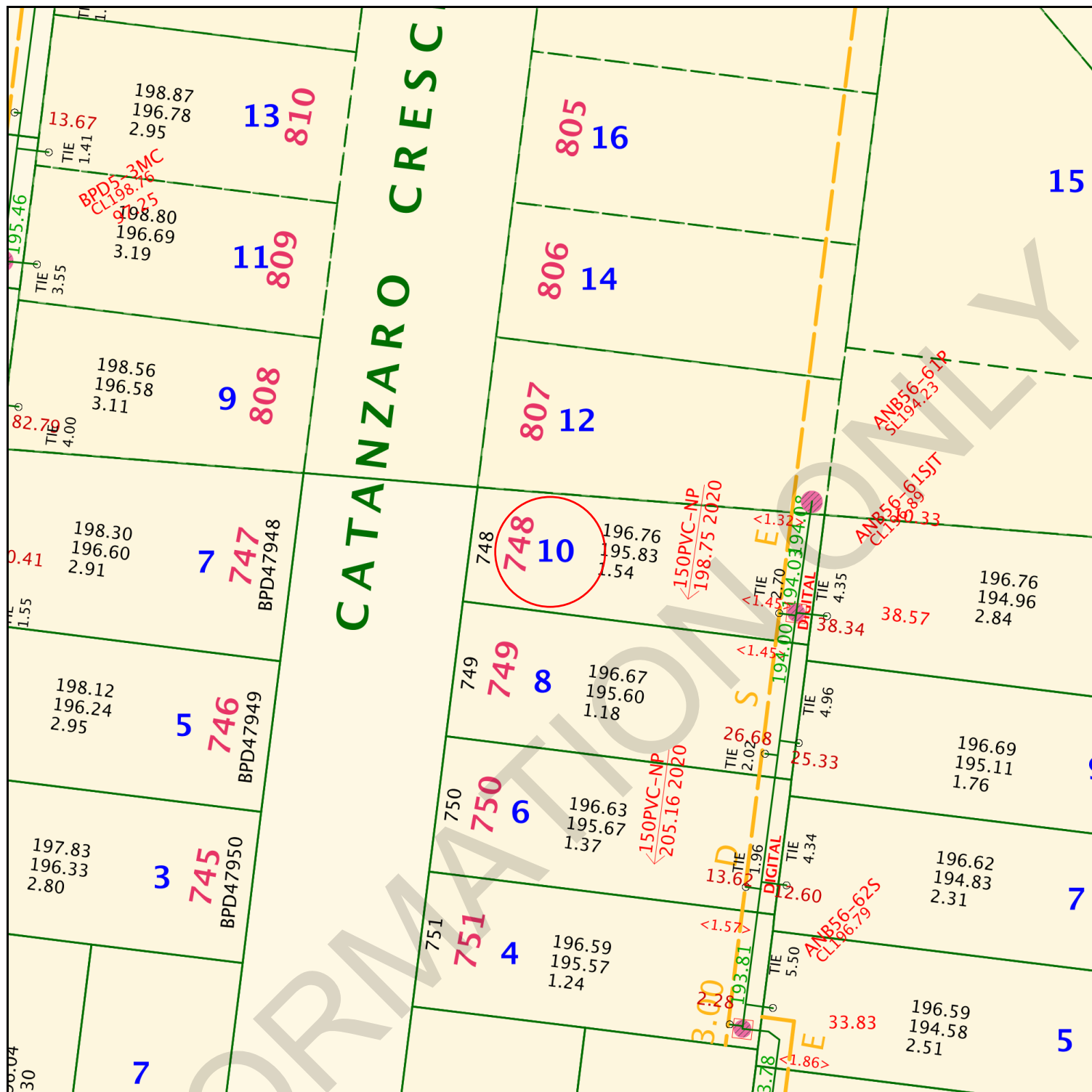



RESIDENTIAL PROPERTY CONNECTION BRANCH

RESIDENTIAL PROPERTY CONNECTION BRANCH








PCB - Property Connection Branch



Yarra Valley Water		Address 10 CATANZARO CRESC WOLLERT 3750	
Build Over Plan Reference: Plan D		Date	03/06/2020
General Structures		Scale	1:500
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.		 Yarra Valley Water ABN 93 066 902 501	

Yarra Valley Water Application ID: 451347

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

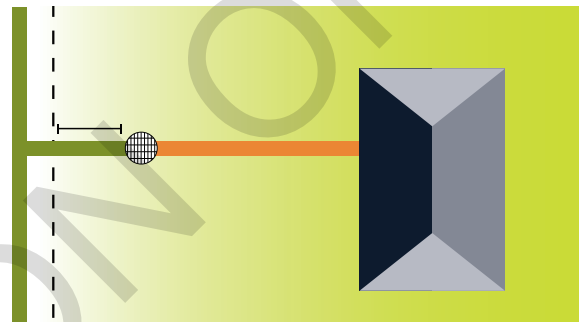


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

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

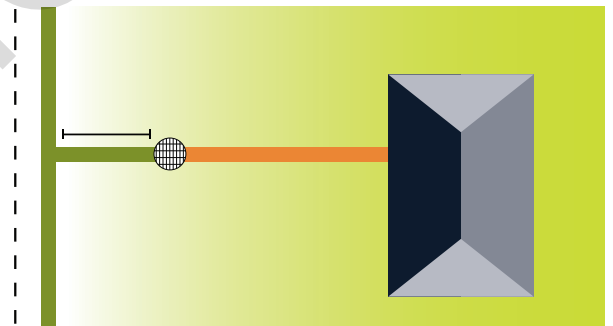
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

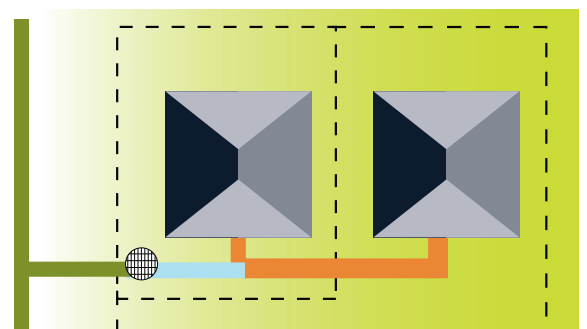
Sewer connection point where the sewer main is **inside** the property.

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



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

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



Building / structure

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

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

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

FORM 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT - 6362058610065

ISSUED TO

AGENT OF OWNER: Burbank Australia Pty. Ltd.
ADDRESS: 36 Aberdeen Road, Altona VIC 3018
EMAIL: brooke.mcgilton@burbank.com.au
ADDRESS FOR SERVING OR GIVING OF DOCUMENTS: 36 Aberdeen Road, Altona VIC 3018
CONTACT PERSON: Brooke McGilton
TELEPHONE: 03 9328 0457

OWNERSHIP DETAILS

OWNER: Mr Christopher Bezemer
ADDRESS: 10 Valonia Court, CRAIGIEBURN VIC 3064
EMAIL: bezemerchris@hotmail.com
CONTACT PERSON: Mr Christopher Bezemer
TELEPHONE: 0488001090

PROPERTY DETAILS

LOT: 748
NUMBER: 10
STREET/ROAD: Catanzaro Crescent
CITY: WOLLERT
POSTCODE: 3750
LP/PS: PS816006P
VOLUME: 12200
FOLIO: 779
MUNICIPAL DISTRICT: WHITTLESEA CITY

BUILDER

NAME: Burbank Australia PTY LTD
ADDRESS: 36 Aberdeen Road, Altona VIC 3018
TELEPHONE: (03) 9328-0333

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

NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDERS

NAME: Jarrod Sanfilippo
ADDRESS: 36 Aberdeen Road, Altona VIC 3018
TELEPHONE: (03) 9328-0333

BUILDING PRACTITIONER OR ARCHITECT ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT

NAME: Jarrod Sanfilippo
CATEGORY/CLASS: Domestic Builder Unlimited
REGISTRATION NUMBER: DB-U 45297

NAME: Stuart McLennan
CATEGORY/CLASS: Building Surveyor Unlimited
REGISTRATION NUMBER: BS-U 1577

NAME: Burbank Australia Pty Ltd
CATEGORY/CLASS: Domestic Builder Unlimited
REGISTRATION NUMBER: CDB-U 52603

NAME: John Hanna
CATEGORY/CLASS: Engineer Civil
REGISTRATION NUMBER: EC 27297

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

BUILDER: Burbank Australia PTY LTD
INSURER: Insurance House Pty Ltd
POLICY NUMBER: C514776
POLICY COVER: \$229,294.00

BUILDING
PERMIT

NATURE OF BUILDING WORK

CONSTRUCTION TYPE: new building

STOREYS: 1

VERSION OF BCA APPLICABLE TO PERMIT: 2019

STAGE OF BUILDING WORK PERMITTED: 0

COST OF BUILDING WORK: \$229,294.00

TOTAL FLOOR AREA OF NEW BUILDING WORK: 190 m²

BUILDING CLASSIFICATION

PART OF BUILDING: Single Storey Dwelling and Garage

BCA CLASSIFICATION: 1ai, 10a

PERFORMANCE SOLUTION

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

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing, P2.2.1 Rainwater management, P2.2.3 Rising damp	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the alfresco areas protected by a roof overhang. Performance solution by expert judgment. Report PBS 3280.19 by Stuart McLennan MEng, MAIBS, RBP BS and IN-U BS-U 1577. Report expires 10th July 2020.

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory notifications stages required by sections 34 and 35 of the **Building Act 1993** are:

Single Storey Dwelling and Garage

- piers: before pouring a footing or in situ reinforced concrete member
- pre slab: before placing a footing
- steel: before pouring a footing or in situ reinforced concrete member
- frame: on completion of the framework
- final: on completion of all building work

OCCUPATION OR USE OF BUILDING

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

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

COMMENCEMENT AND COMPLETION

This building work must commence by **17 June 2021**.

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

This building work must be completed by **17 June 2022**.

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

**BUILDING
PERMIT**

CONDITIONS

This permit is subject to the following conditions:

Description	Performance or information required
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide wall framing computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide bracing computations, certification and layouts satisfactory to the relevant building surveyor.
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set-2006 Glass in buildings Set or AS2047-2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959-2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work as follows: <ul style="list-style-type: none"> • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting
Bushfire protection	Prior to or with an application for an occupancy permit, the builder must provide written confirmation satisfactory to the relevant building surveyor that the building work has been constructed in accordance with the relevant bushfire attack level (BAL) as nominated by AS3959-2018 Construction of buildings in bushfire-prone areas. BAL: 12.5.
Energy efficiency - Solar Hot Water	Prior to or with an application for an occupancy permit, the builder must provide: <ul style="list-style-type: none"> • an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia • a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd
ACN: 158 953 425
ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170
EMAIL: enquiries@groupfour.com.au
BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099

DESIGNATED BUILDING SURVEYOR

NAME: Vincent Italiano
BUILDING PRACTITIONER REGISTRATION NUMBER: BS-L 42542

**BUILDING
PERMIT**

PERMIT NUMBER: 6362058610065

DATE OF ISSUE OF PERMIT: 17 June 2020

SIGNATURE:



BUILDING
PERMIT

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192**OCCUPANCY PERMIT**
6362058610065**Property details**

Lot	748
Number	10
Street/road	Catanzaro Crescent
City/suburb/town	WOLLERT
Postcode	3750
LP/PS	PS816006P
Volume	12200
Folio	779
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	WHITTLESEA CITY

Building permit details

Building permit number	6362058610065
Version of BCA applicable to building permit	2019

Building details

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1ai, 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	0
Storeys contained	1

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing,P2.2.1 Rainwater management,P2.2.3 Rising damp	To allow the damp-proof course/flashings in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the alfresco areas protected by a roof overhang. Performance solution by expert judgment. Report PBS 3280 19 by Stuart McLennan MEng, MAIBS,RBP BS and IN-U BS-U 1577. Report expires 10th July 2020.

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

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

Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

Designated building surveyor

Name	Vincent Italiano
Building practitioner registration number	BS-L 42542
Occupancy permit number	6362058610065
Date of issue	20 November 2020
Date of final inspection	17 November 2020
Signature	



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PDF reader



CB

64/80



29-May-2018

AIS Insurance Brokers Pty Ltd
ACN 065 767 607
ABN 36 543 825 719
AFS Licence No. 266504

137 Mowbray Street
South Melbourne 3205
PO Box 7660
Melbourne Victoria 3004
Australia

Telephone +61 3 8600 8660
Facsimile +61 3 8600 8660
email insure@aisinsurance.com.au
www.aisinsurance.com.au

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

POLICY TYPE: Construction and Legal Liability

PERIOD: From 30th June 2017 at 4.00pm local standard time
To 30th June 2018 at 4.00pm local standard time

INSURED: Burbank Australia Pty Ltd

PURCHASER: Mr Christopher Bezemer

MORTGAGEE: TBA

COVERING: All Property of every description (unless otherwise excluded)
having any connection with the insured contract.

SITUATION: Anywhere in the Commonwealth of Australia and more specifically
at Lot 748 Chandon Crescent Wollert Vic 3750

POLICY LIMIT: **Construction policy**
\$15,000,000 any one event/contract and more specifically this contract for \$229,294.00
Public Liability
\$20,000,000 any one occurrence or series of occurrences arising from the one
event.

INSURER: QBE Insurance (Australia) Ltd

POLICY NUMBER: 42A194502CAR / 42A 225804 PLB

EXCESS: \$20,000 each and every loss

This is not a Policy Insurance. It is a summary of the insurance effected.

Kind regards,

Jo Broderick
Direct Telephone: 03 8699 8860
Email Address: jbroderick@aisinsurance.com.au

CB

65/80

Add to note