

DATED

2023

**GEORGINA KATE BAILEY AND LACHLAN CAMPBELL MCLEAN**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 14 Marley Boulevard, Doreen VIC 3754**

**Ref: 3144**

**Version: 1**

Belvedere|Lawyers.

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# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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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# 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 ...../...../2023

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

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

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)  
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 ...../...../2023

**Print names(s) of person(s) signing:** Georgina Kate Bailey and Lachlan Campbell Mclean

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

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

# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate Whittlesea  
Address: Unit 1, 75 Church Street, Whittlesea VIC 3757  
Email: deanzammit@stonerealestate.com.au  
Tel: 03 9716 2000 Mob: 0405140704 Fax: Ref: Dean Zammit

## Vendor

Name: Georgina Kate Bailey and Lachlan Campbell Mclean  
Address: 14 Marley Boulevard, Doreen VIC 3754 and 10 Doon Court, Briar Hill VIC 3088  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Belvedere Lawyers  
Address: 143 Lower Plenty Road, Rosanna VIC 3084  
Email: jacque@belvederelawyers.com.au  
Tel: 03 9052 4407 Mob: Fax: Ref: 3144

## 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: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11555 Folio 468	633	PS645853V

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 14 Marley Boulevard, Doreen VIC 3754

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

- Window furnishings
- Dishwasher
- Light fittings
- Floor Coverings
- TV antennae
- Garage Remote
- TV brackets/wall mounts
- Solar Panels
- and all fixtures and fittings of a permanent nature

**Exclusions:**

Electric fireplace

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

is due on

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

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

**Lease** (general condition 5.1)

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

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

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

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: \_\_\_\_\_

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

# Special Conditions

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

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

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

**Special condition 1 – Amendments to General Conditions.**

1.1 General Condition 12 is deleted.

1.2 General Condition 21.2(a) is deleted and replaced with:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in the dwelling on the land and designates it as a major structural building defect;

**Special condition 2 – Auction**

2.1 Where this property is sold by auction, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

**Special condition 3 – Planning Schemes**

3.1 The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of the land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

**Special condition 4 – No Representations**

4.1 It is hereby agreed between the parties hereto that there are no conditions, warranties, or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or his agent except such as are made conditions on this contract. The vendor gives no warranty as to the condition of the land or improvements erected on it and the purchaser acknowledges having inspected the land and improvements.

**Special condition 5– Acceptance of Property**

5.1 The purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition. The purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect of the condition or state of repair of the property.

**Special condition 6– Condition and Services**

6.1 The land as sold hereby and inspected by the Purchaser is sold on the basis of its existing condition in all regards and as being as inspected by the Purchaser and the Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the land and the Purchaser shall not raise any requisition in relation to or make any claim against the Vendor in regard to the condition issue or non-issue of and permits from relevant authorities.

6.2 The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider.

**Special condition 7 – FIRB Approval**

7.1 The Purchaser warrants that the provision of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the Purchaser to obtain consent to enter this contract. The purchaser warrants that in the event that he or she is a person as defined in this act, all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

**Special condition 8 – Default**

- 8.1 If the Vendor gives to the Purchaser notice of default under this contract the default will not be remedied until the Purchaser has:
- (a) Remedied the default or paid compensation to the Vendor to the Vendor's satisfaction; and
  - (b) Paid all costs and expenses incurred by the Vendor as a result of the default including without limitation the losses and expenses outlined below and payment of default interest.
- 8.2 The vendor will or may suffer the following losses or expenses which the purchaser shall pay:
- (a) The costs of obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance calculate from the due date of settlement;
  - (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;
  - (c) Accommodation expenses necessarily incurred by the vendor;
  - (d) Legal/conveyancing costs and expenses as between the vendors representative and the vendor;
  - (e) Penalties payable by the vendor to a third part through any delay in completion of the vendors purchase of another property.

**Special condition 9 – Due Diligence Checklist**

- 9.1 The Purchaser acknowledges being given a Due Diligence Checklist and a signed Vendor Statement before the Purchaser signed the contract.

**Special condition 10 – Pool/Spa**

The purchaser acknowledges that if there is a pool/spa at the property, that at the time of signing this contract the pool/spa may only be registered with council. The purchaser will assume all responsibility for compliance with relevant legislation to make the pool/spa compliant by the relevant date, irrespective of whether any direction, advice or notification in respect to compliance work is made, issued or received either before or after the date of this contract.

**Special condition 11 – Proportional Land Tax**

11.1 Land Tax shall be treated as an apportionable outgoing and in respect to the payment thereof the Vendor hereby undertakes to attend to payment of land tax assessed in relation to the land for each year up to and including the year of this Contract and the Purchaser agrees not to make any deduction from the settlement monies for any tax whatsoever.

11.2 Where the land tax is assessable on the property all such adjustments made in relation to land tax must be adjusted on a multiple holdings basis (on the proportional tax assessment) and general condition 23(2)(b) shall not apply in respect to land tax. For clarity the parties agree that land tax shall be adjusted on the basis of the tax payable on the vendors own land tax liability as shown on the Land Tax Clearance certificate as issued by the State Revenue Office and if the property sold forms part of a larger parcel which is assessed as one the land tax shall be adjusted using the following formula as the basis of ascertaining the sum to be adjusted.

$$\text{Formula: } A = \frac{L \times U}{T}$$

A = Land tax amount to be adjusted at settlement

L = Land Tax assessed with respect of the development (multiple holding basis)

U = Lot Liability of the Lot

T = Total Lot liability of all Lots on the Plan of Subdivision

11.3 In the event that settlement of this matter falls due prior to 31 December of any year, and the purchaser delays by a default or otherwise or seeks an extension to settlement to the following calendar year the purchaser agrees to pay the vendors proportionate land tax on the property as assessed for the full calendar year and such sum shall be added to and form part of the adjustments to the price.

**Special condition 12 – Adjustments and Certificates**

General Condition 23.3 is amended to read "The purchaser must order new, current certificates and provide copies of the same and any other information used to calculate the adjustments under general condition 23. The vendor does not consent to the use of the certificates in the Section 32 or verbal updates to the same for the purposes of calculating the adjustments, and requires written confirmation from the authorities as to the correct figures being used which are no more than 30 days old from the date of settlement".

# 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.

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## 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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**

- 13.2 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*.

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## 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.
- 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.

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## 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.

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# 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.

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## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

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

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

DATED

2023

**GEORGINA KATE BAILEY AND LACHLAN CAMPBELL MCLEAN**

---

**VENDOR STATEMENT**

---

**Property: 14 Marley Boulevard, Doreen VIC 3754**

**Ref: 3144**  
**Version: 1**

Belvedere|Lawyers.

*T: 03 9052 4407*

*W: [belvederelawyers.com.au](http://belvederelawyers.com.au)*

*E: [jacque@belvederelawyers.com.au](mailto:jacque@belvederelawyers.com.au)*

*A: 143 Lower Plenty Road Rosanna VIC 3084*



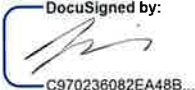

# Vendor Statement

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.

<b>Land</b>	14 Marley Boulevard, Doreen VIC 3754
-------------	--------------------------------------

Vendor's name	Georgina Kate Bailey	Date	2/10/2023 / /
Vendor's signature	 C970236082EA48B...		
Vendor's name	Lachlan Campbell Mclean	Date	2/10/23
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

## 1. FINANCIAL MATTERS

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

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

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

- Share of outgoings referred to above and any owners corporation fees or levies that may be imposed.
- Any costs, charges or expenses whatsoever incurred by the Vendor arising directly or indirectly out of any failure by the Purchaser to complete the purchase in accordance with the contract including additional interest incurred by the vendor under any financial facility or mortgage (whether registered or unregistered).

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

### 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

## 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):

- Easements affecting the land are as set out in the attached copies of title and plans (if any).
- Covenants affecting the land are as set out in the attached copies of title (if any).
- Other restrictions affecting the land are as attached (if any).

- (b) Particulars of 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 within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Are contained in the attached certificates and/or statements (if any)

Save as otherwise disclosed herein, the Vendor is not aware of any 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.

**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):

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

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

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

Not Applicable

**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:

9.1  (a) 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

### 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*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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

## 11. VENDOR'S GOODS AND SERVICES TAX (GST) WITHHOLDING NOTICE

In accordance with Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**TAA 1953**) the purchaser is notified that, in regard to the supply of property in this matter the following applies:

**Not subject to withholding**- The Purchaser is not required to withhold or remit any amount from the contract price and remit it to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the TAA 1953

## 12. 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 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

**13. 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.)*

Is attached.

**14. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this section 14)*



# Due Diligence Checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

#### ***Soil and groundwater contamination Has previous land use affected the soil or groundwater?***

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



### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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





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

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

VOLUME 11555 FOLIO 468

Security no : 124109094072Q  
Produced 14/09/2023 03:12 PM

**LAND DESCRIPTION**

Lot 633 on Plan of Subdivision 645853V.  
PARENT TITLE Volume 11468 Folio 104  
Created by instrument PS645853V 03/03/2015

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
GEORGINA KATE BAILEY  
LACHLAN CAMPBELL MCLEAN both of 62 CASTLETON ROAD VIEWBANK VIC 3084  
AM112755T 17/08/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AM112756R 17/08/2015  
WESTPAC BANKING CORPORATION

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 PS645853V 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: 14 MARLEY BOULEVARD DOREEN VIC 3754

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 22/10/2016

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS645853V</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>14/09/2023 15:15</b>

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The document is invalid if this cover sheet is removed or altered.

Signed by Council: Whittlesea City Council, Council Ref: 608500, Original Certification: 13/08/2014, Recertification: 14/01/2015, S.O.C.: 10/02/2015

<b>SUBDIVISION ACT 1988</b>	<b>STAGE No.</b>	<b>LRS USE ONLY</b>	<b>PLAN NUMBER</b>
<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 645853V</b>
<b>LOCATION OF LAND</b>		<b>COUNCIL NAME : WHITTLESEA CITY COUNCIL      REF :</b>	
<b>PARISH:</b> YAN YEAN		<b>SPEAR REF :</b>	
<b>TOWNSHIP:</b> --		<b>VESTING OF ROADS OR RESERVES</b>	
<b>SECTION:</b> --		<b>IDENTIFIER</b>	<b>COUNCIL / BODY / PERSON</b>
<b>CROWN ALLOTMENT:</b> --		<b>RESERVE No.1</b>	<b>WHITTLESEA CITY COUNCIL</b>
<b>CROWN PORTION:</b> 5 (PART)		<b>ROAD R-1</b>	<b>WHITTLESEA CITY COUNCIL</b>
<b>TITLE REFERENCES:</b> VOL.11468    FOL.104		<b>DEPTH LIMITATION: DOES NOT APPLY</b>	
<b>LAST PLAN REFERENCE:</b> LOT D ON PS 632303G		<b>THIS IS A SPEAR PLAN</b>	
<b>POSTAL ADDRESS:</b> MARLEY BOULEVARD		<b>STAGING:</b> THIS IS NOT A STAGED SUBDIVISION	
<small>(at time of subdivision)</small> DOREEN 3754		<b>PLANNING PERMIT No.</b>	
<b>MGA CO-ORDINATES:</b> E     334 940                      ZONE: 55		<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY - SEE BP2449	
<small>(of approximate centre of land in plan)(D.C.M.B.)</small> N     5 839 380		<b>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). _____</b>	
		<b>IN PROCLAIMED SURVEY AREA No. _____</b>	
		<b>KATANDRA RISE - RELEASE 6</b>	
		<b>NUMBER OF LOTS IN THIS PLAN: 34 LOTS</b>	
		<b>TOTAL AREA OF LAND IN THIS PLAN: 2.115 ha + BALANCE LOT</b>	

<b>NOTATIONS</b>	
<p>LOTS 1 - 600 (BOTH INCLUSIVE) , A &amp; B HAVE BEEN OMITTED FROM THIS PLAN.</p>	<ul style="list-style-type: none"> <li>• TO PROVIDE STRUCTURAL SUPPORT THROUGH FOUNDATIONS AND RETAINING WALLS ERRECTED OR TO BE ERRECTED WITHIN THE ENCUMBERED LAND FOR THE PURPOSE OF RETAINING EARTH WITHIN THE BENEFITTED LOT AND RESERVE.</li> </ul>

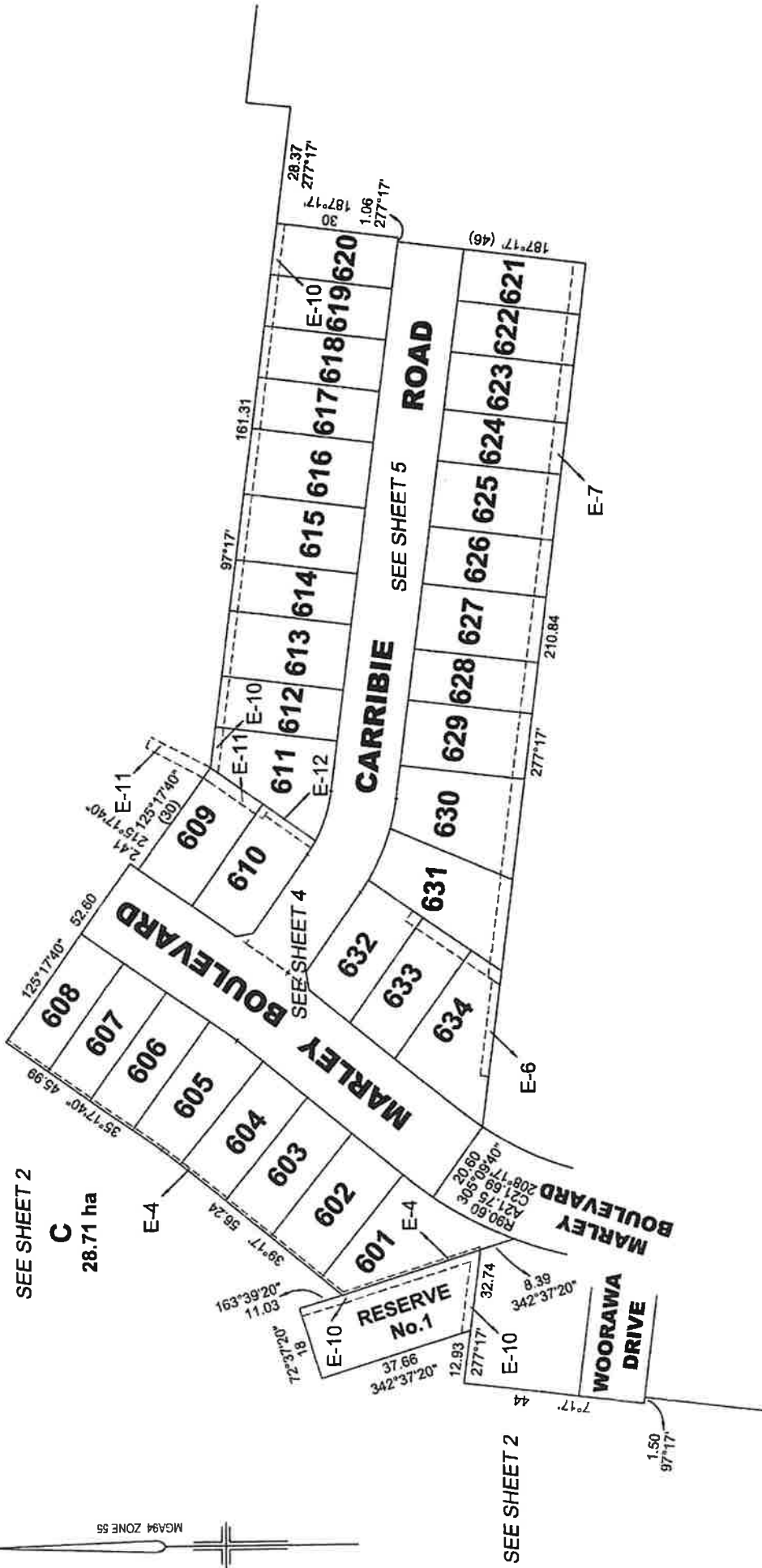
<b>EASEMENT INFORMATION</b>					<b>LRS USE ONLY</b>
<b>LEGEND:</b> A - APPURTENANT EASEMENT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)					<b>STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT</b>
					RECEIVED <input checked="" type="checkbox"/>
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	DATE    19 / 02 / 2015
E-1	CARRIAGEWAY	SEE DIAG.	C/E G 720890	VOL. 8774 FOLIO 328	<b>LRS USE ONLY</b> <b>PLAN REGISTERED</b>
E-2	GAS SUPPLY	SEE DIAG.	C/E K 558833	GAS AND FUEL CORPORATION OF VICTORIA	
E-3	DRAINAGE	SEE DIAG.	PS 649667V	CITY OF WHITTLESEA	<b>TIME</b> 4:43 pm
E-4	SUPPORT * SEE DEFINITION HEREON	0.30m	THIS PLAN	RELEVANT ABUTTING LOT AND RESERVE ON THIS PLAN	
E-6, E-7	SEWERAGE	SEE DIAG.	PS 632303G	YARRA VALLEY WATER CORPORATION	<b>DATE</b> 03 / 03 / 2015
E-7	DRAINAGE	SEE DIAG.	PS 632303G	WHITTLESEA CITY COUNCIL	
E-8	SEWERAGE	SEE DIAG.	PS 649667V	YARRA VALLEY WATER LIMITED	Ian D Thomson ..... ASSISTANT REGISTRAR OF TITLES
E-9	SEWERAGE	SEE DIAG.	PS 608564N	YARRA VALLEY WATER LIMITED	
E-10, E-11	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-11, E-12	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL	
A-2	CARRIAGEWAY	SEE DIAG.	ORDER OF THE SUPREME COURT IN APPLICATION No. 46 SECTION 72	LAND IN THIS PLAN	ORIGINAL SHEET SIZE    A3 SHEET 1 OF 5 SHEETS
Reeds Consulting Pty Ltd    25th - 27th 4th Fls Level 6 440 Elizabeth Street    2502 Melbourne VIC 3000    2502 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au <small>Copyright © 2015</small>				LICENSED SURVEYOR (PRINT)..... ALAN DAVID NORMAN SIGNATURE ..... DIGITALLY SIGNED .....	
LAND SURVEYORS • CIVIL ENGINEERS • DEVELOPMENT CONSULTANTS				REF: <b>20509/6PS</b> VERSION: <b>F</b> DATE: 21/10/14                      6PS1F.DGN	



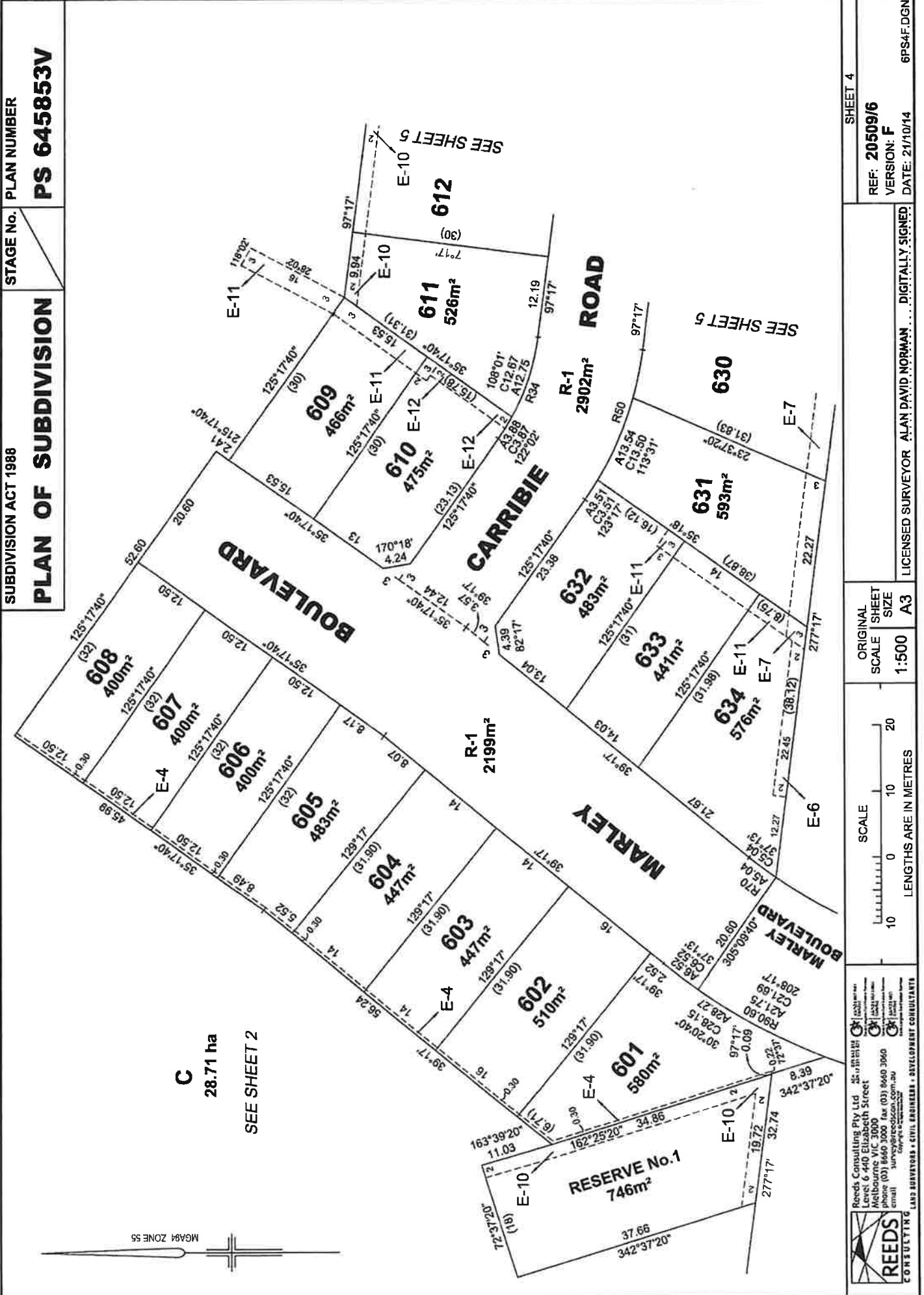
SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**

STAGE No.

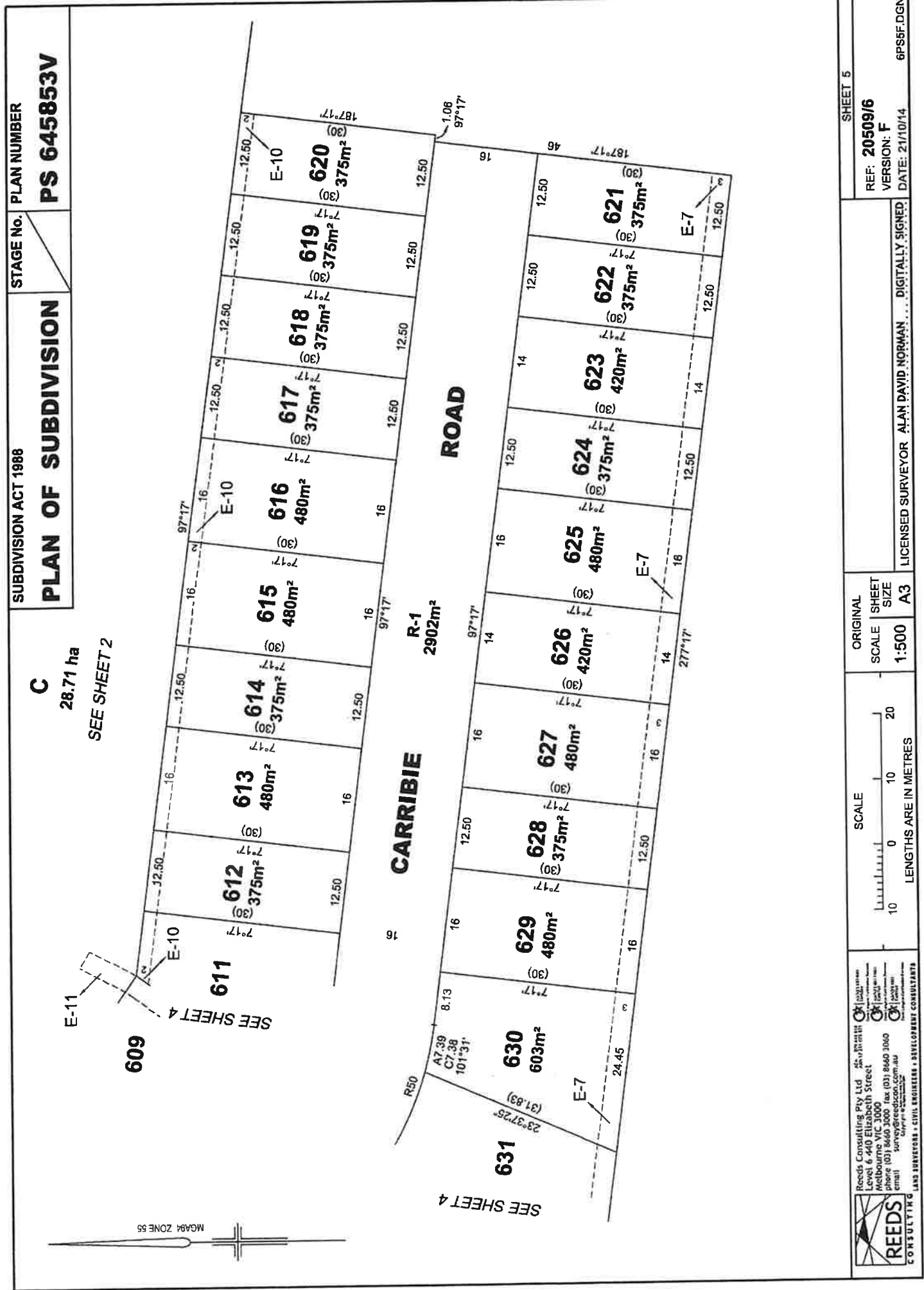
PLAN NUMBER  
**PS 645853V**



SHEET 3	
REF: 20509/6PS	VERSION: F
DATE: 21/10/14	
LISCENSED SURVEYOR ALAN DAVID NORMAN . . . . . DIGITALLY SIGNED	
ORIGINAL SCALE	SHEET SIZE
1:1000	A3
LENGTHS ARE IN METRES	
REEDS CONSULTING Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email <a href="mailto:survey@reedsconsult.com.au">survey@reedsconsult.com.au</a> <a href="http://www.reedsconsult.com.au">www.reedsconsult.com.au</a>	
REEDS CONSULTING LAMP SURVEYORS • CIVIL ENGINEERS • DEVELOPER CONSULTANTS	



SHEET 4	
REF: 20509/6	VERSION: F
DATE: 21/10/14	6PS&F.DGN
LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED:	
ORIGINAL SCALE	SHEET SIZE
1:500	A3
LENGTHS ARE IN METRES	
SCALE	
10 0 10 20	
REEDS CONSULTING LAND SURVEYORS • CIVIL ENGINEERS • DEVELOPMENT CONSULTANTS Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8640 3000 fax (03) 8640 3060 email surveys@reedscon.com.au www.reedscon.com.au	






**City of  
Whittlesea**

**Plan of Subdivision PS645853V  
Certifying a New Version of an Existing Plan  
(Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S045153E  
Plan Number: PS645853V  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608500  
Surveyor's Plan Version: F

**Certification**

 This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 13/08/2014

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 10/02/2015)

Digitally signed by Council Delegate: Courtney Turner  
Organisation: Whittlesea City Council  
Date: 14/01/2015

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

963176

## APPLICANT'S NAME & ADDRESS

BELVEDERE LAWYERS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
MELBOURNE

## VENDOR

BAILEY, GEORGINA KATE

## PURCHASER

N/A, N/A

## REFERENCE

573121

This certificate is issued for:

LOT 633 PLAN PS645853 ALSO KNOWN AS 14 MARLEY BOULEVARD DOREEN  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

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

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

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

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

14 September 2023

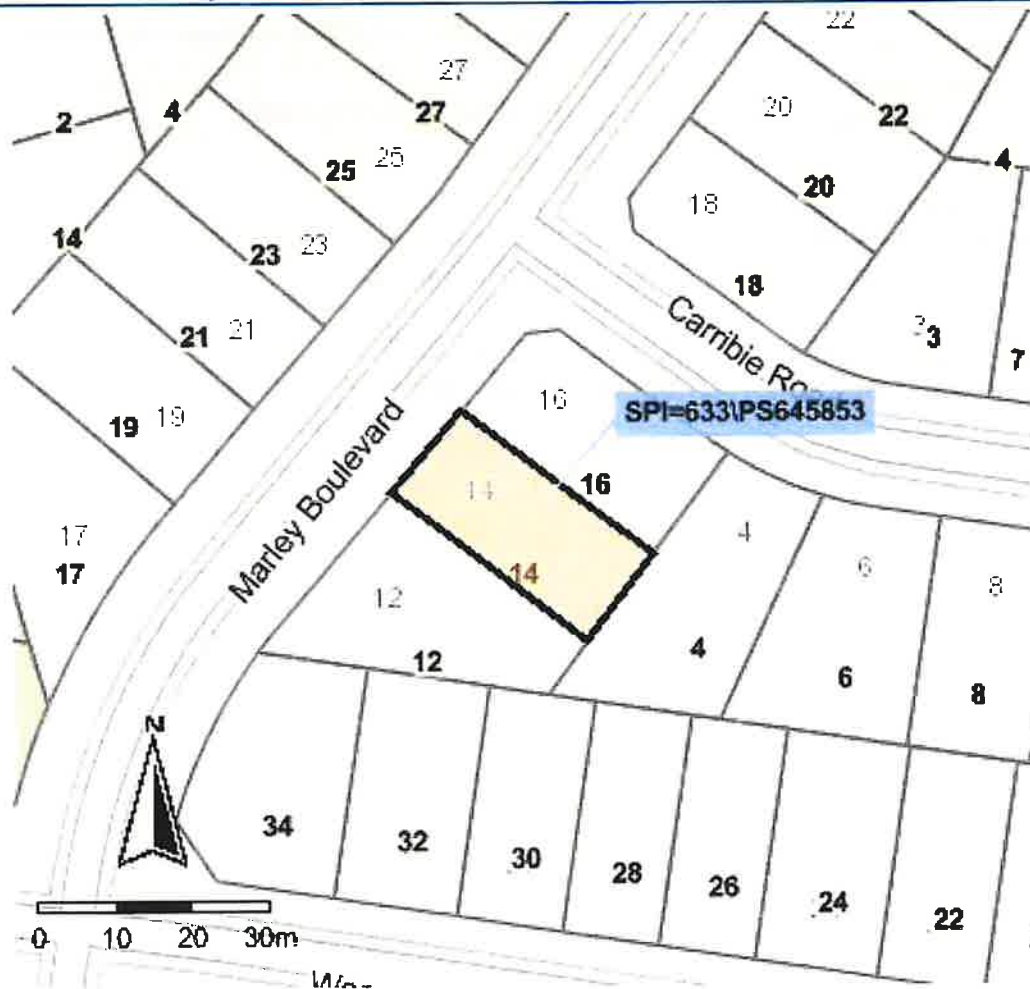
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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#### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 September 2023 03:01 PM

## PROPERTY DETAILS

Address: **14 MARLEY BOULEVARD DOREEN 3754**  
 Lot and Plan Number: **Lot 633 PS645853**  
 Standard Parcel Identifier (SPI): **633\PS645853**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **921627**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 391 E3**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **YAN YEAN**

## OTHER

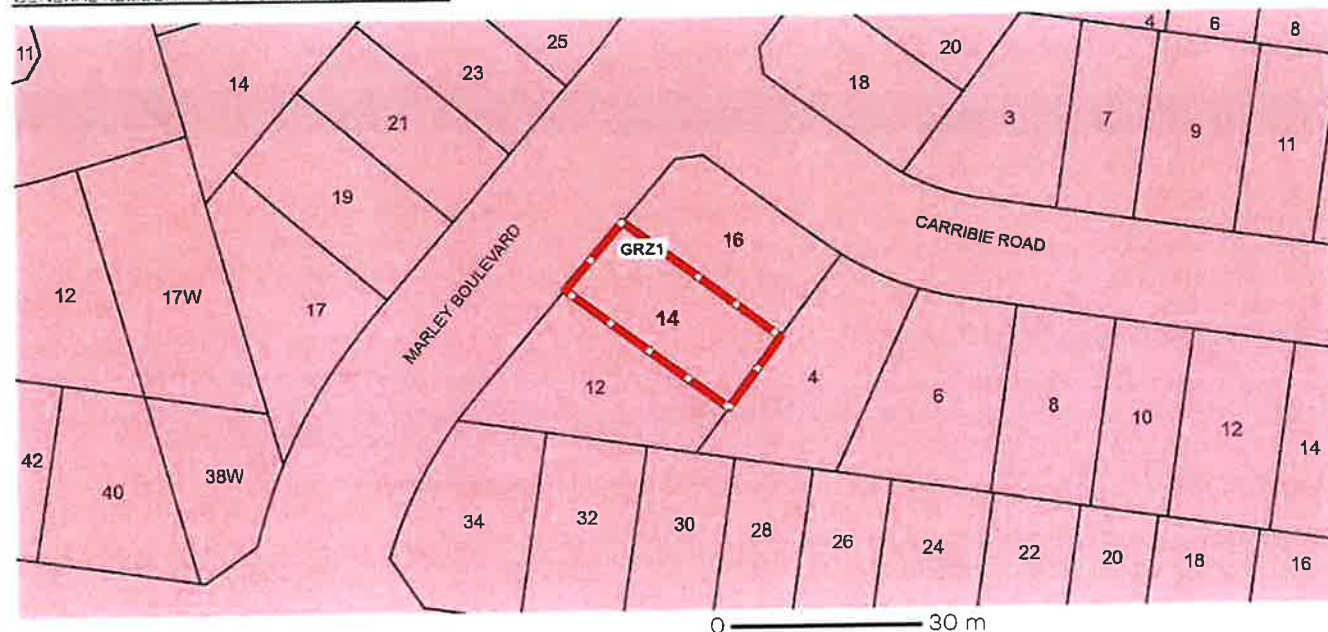
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



GRZ - General Residential

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlay

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 VPO - Vegetation Protection Overlay

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

## Further Planning Information

Planning scheme data last updated on 22 September 2023.

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

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

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

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

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

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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

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

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

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



 Designated Bushfire Prone Areas

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

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

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

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

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

## Native Vegetation

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

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

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

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Read the full disclaimer at [http://www.vic.gov.au/disclaimer](#)

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# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 September 2023 03:01 PM

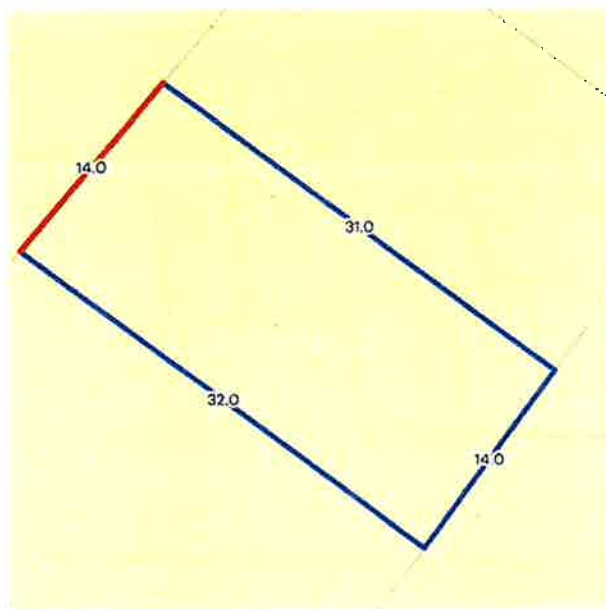
## PROPERTY DETAILS

Address: **14 MARLEY BOULEVARD DOREEN 3754**  
 Lot and Plan Number: **Lot 633 PS645853**  
 Standard Parcel Identifier (SPI): **633\PS645853**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **921627**  
 Directory Reference: **Melway 391 E3**

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

## SITE DIMENSIONS

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



**Area:** 441 sq. m

**Perimeter:** 91 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **YAN YEAN**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

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 Read the full disclaimer at <https://www.vic.gov.au/property-planning-reports>

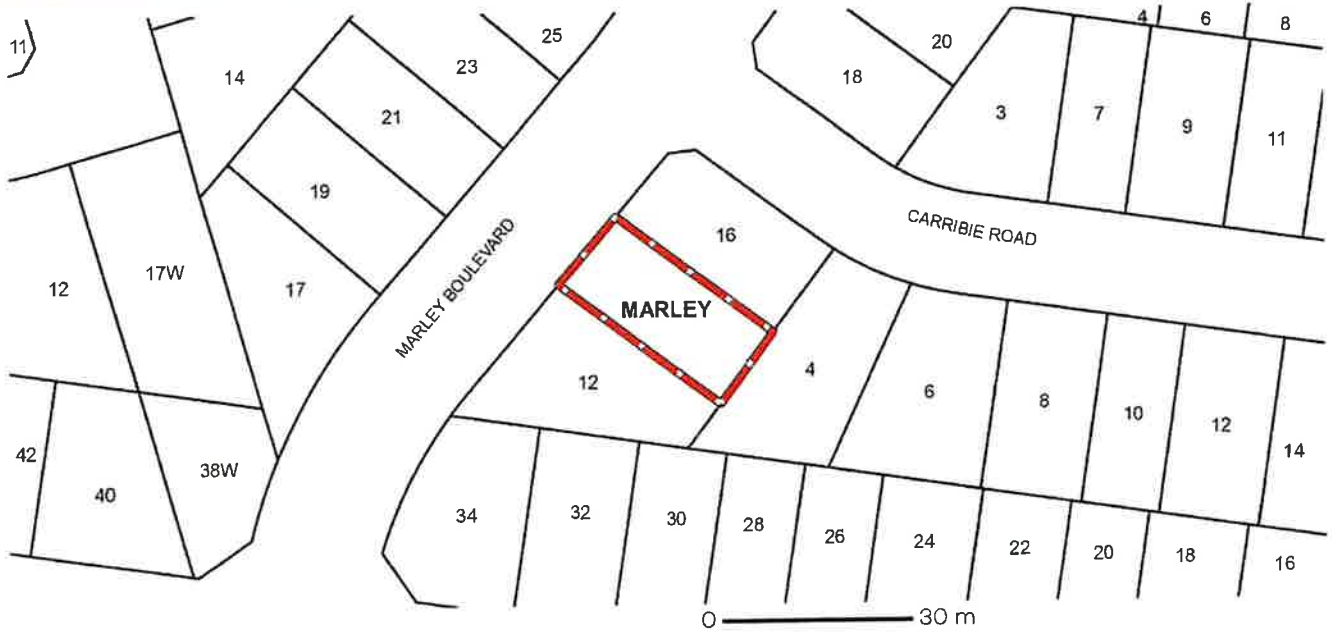
PROPERTY REPORT: 14 MARLEY BOULEVARD DOREEN 3754

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Area Map



 Selected Property



City of  
Whittlesea

<b>Date of issue</b> 15/09/2023	<b>Assessment No.</b> 921627	<b>Certificate No.</b> 154215	<b>Your reference</b> 70247412-016-0
------------------------------------	---------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 14 Marley Boulevard DOREEN 3754

**Description:** LOT: 633 PS: 645853V

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$675,000	\$370,000	\$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 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,594.51
Food/Green waste bin charge levied on 01/07/2023	\$105.15
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$31.05
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 15/09/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

**Balance of rates & charges due:** \$2,039.01

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** \$2,039.01

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

#### 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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service



131 450

ABN 72 431 091 058

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

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

**Payment can be made using these options.**



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 921627



Phone 1300 301 185  
Ref 921627



Biller Code 5157  
Ref 921627

# Property Clearance Certificate

## Land Tax



INFOTRACK / BELVEDERE LAWYERS

**Your Reference:** 3144  
**Certificate No:** 66910689  
**Issue Date:** 14 SEP 2023  
**Enquiries:** ESYSPROD

**Land Address:** 14 MARLEY BOULEVARD DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41952959	633	645853			\$0.00

**Vendor:** LACHLAN MCLEAN & GEORGINA BAILEY**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR LACHLAN CAMPBELL MCLEAN	2023	\$370,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$675,000</b>
<b>SITE VALUE:</b>	<b>\$370,000</b>
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

**Certificate No:** 66910689

---

## 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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

6. 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.
7. 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 = \$515.00

Taxable Value = \$370,000

Calculated as \$375 plus ( \$370,000 - \$300,000) multiplied by 0.200 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66910689

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 66910689

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / BELVEDERE LAWYERS

**Your Reference:** 3144  
**Certificate No:** 66910689  
**Issue Date:** 14 SEP 2023

**Land Address:** 14 MARLEY BOULEVARD DOREEN VIC 3754

Lot	Plan	Volume	Folio
633	645853		

**Vendor:** LACHLAN MCLEAN & GEORGINA BAILEY

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**



# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 66910689

## Power to Issue Certificate

- 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

- 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

- 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

- 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 is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

- 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.

## General information

- 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.
- 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.
- 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: 66910688

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 66910688

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://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.



YARRA VALLEY WATER  
ABN 93 086 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

14th September 2023

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA  
LANDATA

Dear Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	14 MARLEY BOULEVARD DOREEN 3754
<b>Applicant</b>	Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA LANDATA
<b>Information Statement</b>	30794440
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	573121

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 [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 088 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	14 MARLEY BOULEVARD DOREEN 3754
------------------	---------------------------------

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.

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.



YARRA VALLEY WATER  
ABN 93 058 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.vic.gov.au](http://yvw.vic.gov.au)

**Melbourne Water Encumbrance**

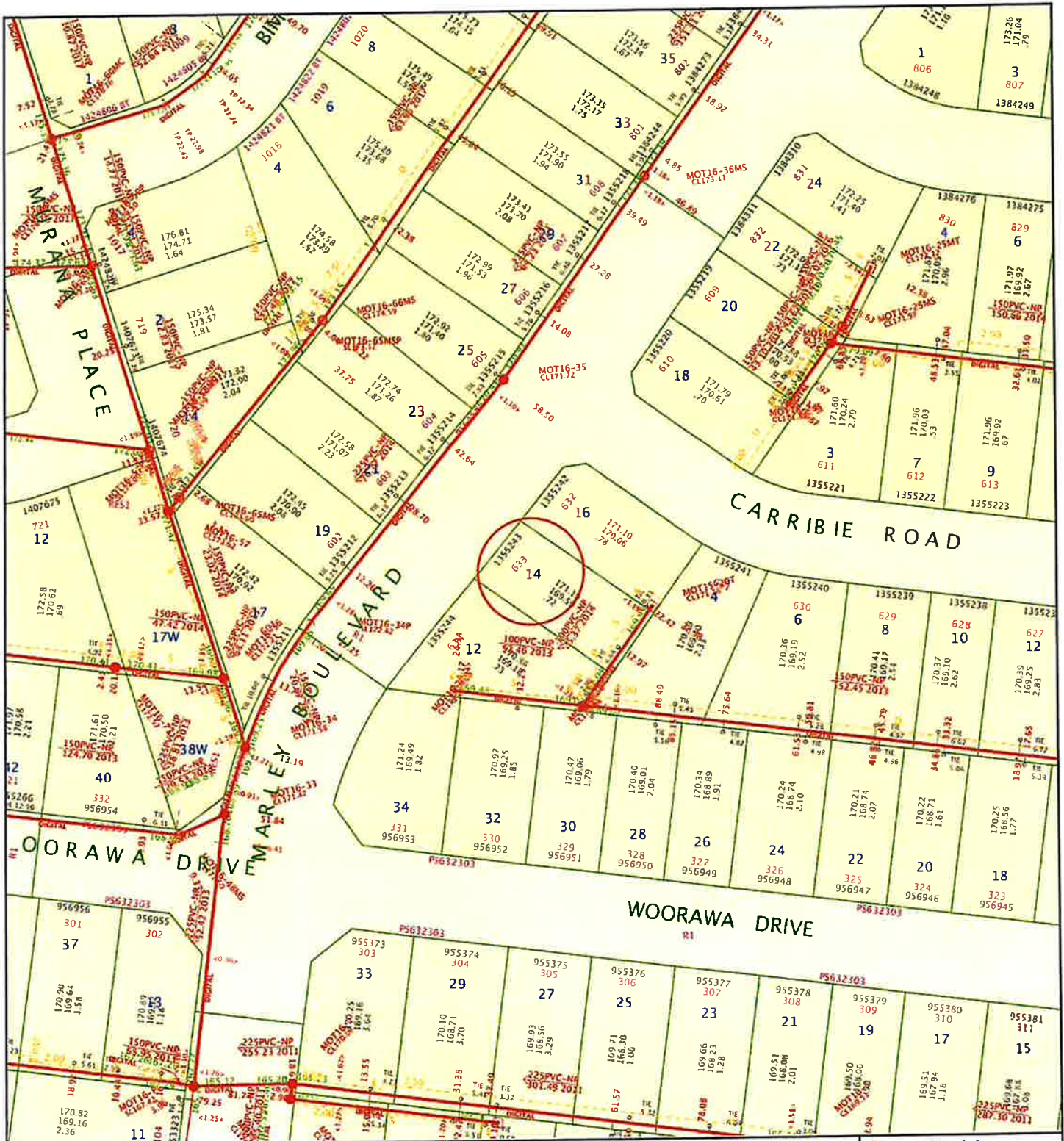
Property Address	14 MARLEY BOULEVARD DOREEN 3754
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**STATEMENT UNDER SECTION 158 WATER ACT 1989**

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30794440**

<b>Address</b>	14 MARLEY BOULEVARD DOREEN 3754
<b>Date</b>	14/09/2023
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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

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

Conditions of Connection - Page 1 of 5

24th September 2015

Application ID: 179491

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
New Estate Connection - Drinking Water	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1355243

## **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.

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

Conditions of Connection - Page 3 of 5

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (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

## Conditions of Connection - Page 4 of 5

website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

### **SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Any unused sewer connection branches at the site must be cut and sealed.

### **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

## Conditions of Connection - Page 5 of 5

- any part of the environment; or
- any of our works.

### **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 8901434489  
Rate Certificate No: 30794440

Date of Issue: 14/09/2023  
Your Ref: 573121

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 MARLEY BVD, DOREEN VIC 3754	633\PS645853	5109571	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$0.00
Residential Water Usage Charge <i>Step 1 – 14.670000kL x \$2.44510000 = \$35.87</i>	17-05-2023 to 30-06-2023	\$35.87	\$0.00
Estimated Average Daily Usage \$0.82			
Residential Water and Sewer Usage Charge ** <i>Step 1 – 15.330000kL x \$3.34380000 = \$51.26</i>	01-07-2023 to 15-08-2023	\$51.26	\$0.00
Estimated Average Daily Usage \$1.14			
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$0.00
Residential Sewer Usage Charge <i>14.6666667kL x 0.976693 = 14.3248243 x 0.900000 = 12.892342 x \$1.15400000 = \$14.88</i>	17-05-2023 to 30-06-2023	\$14.88	\$0.00
Estimated Average Daily Usage \$0.34			
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$30.00 cr
	<b>Total for This Property</b>		-\$30.00 cr

The property above forms part of the property for which the charges below are applicable

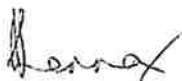
Property Address	Lot & Plan	Property Number	Property Type
40C WOODS RD, DOREEN VIC 3754		5061348	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-07-2023 to 30-09-2023	\$346.68	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

**1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**

**2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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

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

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

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

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

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

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

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

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

**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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitoam Victoria 3132

Private Bag 1  
Mitoam Victoria 3132

DX 13204

F (03) 9872 1353

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

**Property No:** 5109571

**Address:** 14 MARLEY BVD, DOREEN VIC 3754

**Water Information Statement Number:** 30794440

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 89014344895

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



21st September 2015

Elise Van Mourik  
 Henley Arch Pty Ltd  
 care of  
 evanmourik@henley.com.au

Dear Elise Van Mourik,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	178981
<b>Property Address</b>	14 MARLEY BOULEVARD DOREEN 3754
<b>Service Location ID</b>	5109571

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

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. We have placed an encumbrance to this effect on the above property referencing these conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

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.

For more information and full explanations of conditions, please visit our website:  
[www.yvw.com.au/easyaccess](http://www.yvw.com.au/easyaccess).

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

<b>Structures</b>
Residential or Habitable Structure
Carports & Sheds that are less than 10 square metres

Details of the assets covered by these conditions are shown in the attached asset plans

and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

<b>Colour Code</b>	<b>Interpretation</b>	<b>Relevant condition and requirement</b>
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or visit our website [yvw.com.au/easyACCESS](http://yvw.com.au/easyACCESS) for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

**Conditions and definitions that apply under this consent:**

**Land:**

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 warrants 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 alter 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.

**Specific conditions:**

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.

5. 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. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600 mm

For any residential or habitable structure in the vicinity of a maintenance 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 600 mm

For any carports and sheds that are less than 10 square metres in the vicinity of a maintenance 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.

For any carports and sheds that are less than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure
2. For structures adjacent to the sewer asset the following conditions apply.
3. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/foundations must extend 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 main by the structure.
6. Driven Piles are not permitted.
7. 24 hour unobstructed access is required.
8. For structures traversing the sewer main, the following additional conditions apply
9. Foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance.
10. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
11. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls.
12. A structurally independent roof must be provided when attached to another structure. Engineers plans must be submitted showing the independence of the roof.

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 600 mm

For any carports and sheds that are less than 10 square metres 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
4. For structures adjacent to the property connection branch the following conditions apply
5. A minimum 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
6. Pad footings/foundations are permitted.
7. 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.
8. Driven Piles are not permitted.
9. For structures traversing a property connection branch the following additional conditions apply:
10. A minimum vertical cover of 600 mm over the property connection branch is required. Height clearance is required, unless demountable. Height clearance is taken to be the height of the walls.

**Notes:**

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.



















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

## How to interpret the attached plans.

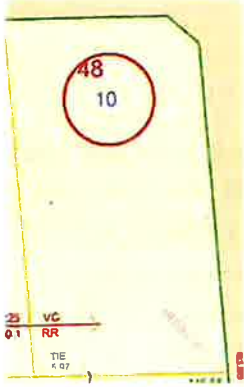
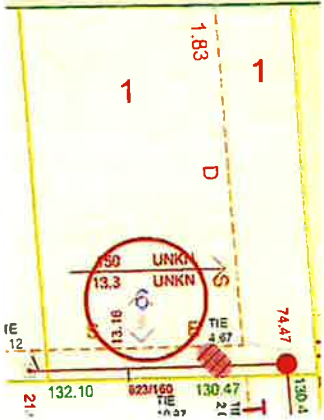
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

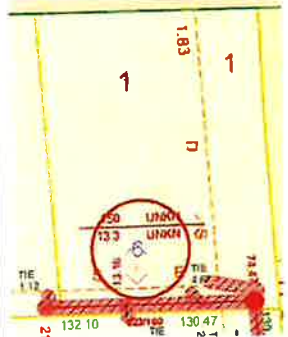
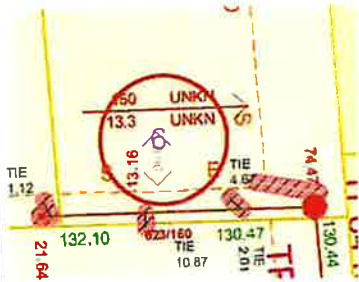
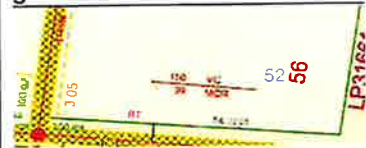
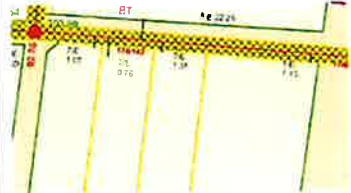
There are three types of plans provided.


Plan Type	Purpose
Asset Plan	<p>An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.</p>
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div data-bbox="507 1400 794 1617" style="border: 1px solid black; padding: 5px;"> <p><b>ASSET DETAILS</b></p> <p>Pipe Size: 225                  Pipe Material: VC                  Average Depth (m): 3.13</p> <p>Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe.                  If pipe offset is not shown, it is unknown and will need to be ascertained on site.</p> </div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<p><b>Abbreviation Pipe Material</b></p> <p>AC Asbestos Cement                      CICL Cast Iron Cement Lined                      CI Cast Iron (Unlined)                      CI Cast Iron (CI 75)                      CU Copper Tube                      GWI Galvanised Wrought Iron                      MSCL Mild Steel Cement Lined                      MSEL Steel Enamel Lined                      MSW Mild Steel Welded                      UPVC Poly Vinyl Chloride</p> <p>Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p> <table border="1" data-bbox="491 808 1026 1070"> <tr> <td>Existing Title</td> <td><input type="text"/></td> <td>Circular Access Point</td> <td></td> </tr> <tr> <td>Proposed Title</td> <td><input type="text"/></td> <td>Offset Distance</td> <td><input type="text"/></td> </tr> <tr> <td>Access Point Number</td> <td>SPS12-14</td> <td>Square Manhole</td> <td></td> </tr> <tr> <td>Sewer Pipe Flow</td> <td><input type="text"/></td> <td>End of Pipe</td> <td></td> </tr> <tr> <td>Existing Sewer</td> <td><input type="text"/></td> <td>Maintenance Shaft</td> <td></td> </tr> <tr> <td>Change of Grade</td> <td></td> <td>Inspection Shaft</td> <td></td> </tr> </table>	Existing Title	<input type="text"/>	Circular Access Point		Proposed Title	<input type="text"/>	Offset Distance	<input type="text"/>	Access Point Number	SPS12-14	Square Manhole		Sewer Pipe Flow	<input type="text"/>	End of Pipe		Existing Sewer	<input type="text"/>	Maintenance Shaft		Change of Grade		Inspection Shaft	
Existing Title	<input type="text"/>	Circular Access Point																							
Proposed Title	<input type="text"/>	Offset Distance	<input type="text"/>																						
Access Point Number	SPS12-14	Square Manhole																							
Sewer Pipe Flow	<input type="text"/>	End of Pipe																							
Existing Sewer	<input type="text"/>	Maintenance Shaft																							
Change of Grade		Inspection Shaft																							
<p><b>Build Over Easement (BOE) Plans</b></p>	<p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <table border="1" data-bbox="496 1279 1145 1406"> <tr> <td><b>Yarra Valley Water</b></td> <td><b>Address</b></td> <td>WHITEHORSE ROAD BLACKBURN 3130</td> </tr> <tr> <td><b>Buildover Plan</b></td> <td><b>Date</b></td> <td>20/04/2013</td> </tr> <tr> <td><b>Reference: Plan F</b></td> <td><b>Scale</b></td> <td>100</td> </tr> </table> <p><small>Disclaimer - This Buildover Plan is for property identification only. It does not constitute an offer of insurance or any other financial product. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an error or omission in this plan.</small></p> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	<b>Yarra Valley Water</b>	<b>Address</b>	WHITEHORSE ROAD BLACKBURN 3130	<b>Buildover Plan</b>	<b>Date</b>	20/04/2013	<b>Reference: Plan F</b>	<b>Scale</b>	100															
<b>Yarra Valley Water</b>	<b>Address</b>	WHITEHORSE ROAD BLACKBURN 3130																							
<b>Buildover Plan</b>	<b>Date</b>	20/04/2013																							
<b>Reference: Plan F</b>	<b>Scale</b>	100																							

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

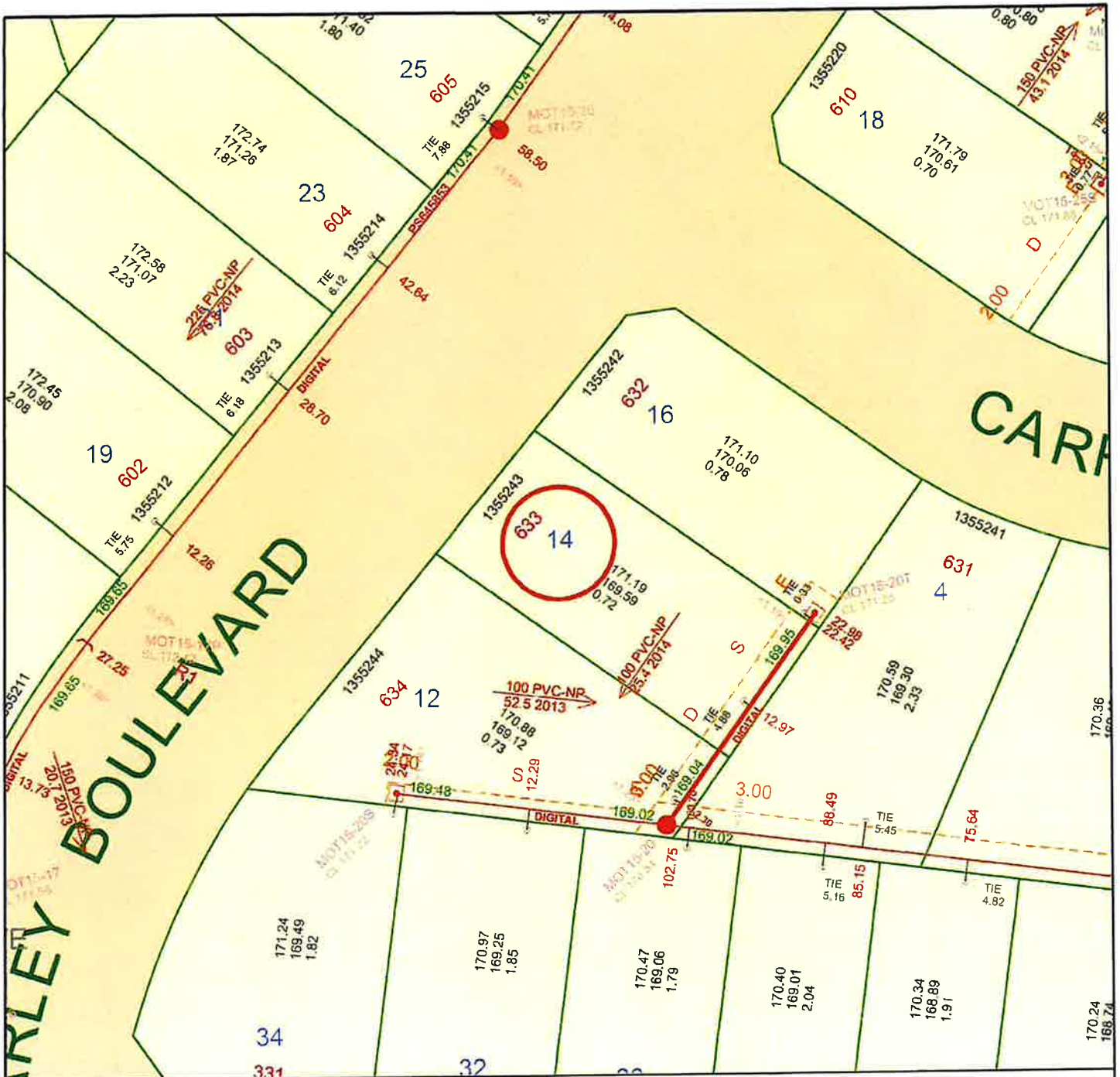
Colour Code	Interpretation	Relevant condition and requirement
<p>Red circled area</p>	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
<p>Orange line</p>	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Red shaded area around assets</p> <p>Shown as <b>Condition C</b> on BOE plans</p>	<p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p>	<p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p>  <p>In this example there are four branches near the property, including branches that service other properties.</p>
<p>Yellow hatched area</p> <p>Shown as <b>Condition B</b> on BOE plans</p>	<p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>	<p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Green highlighted asset</p> <p>Shown as <b>Condition A</b> on BOE plans</p>	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



Address 14 MARLEY BOULEVARD DOREEN 3754

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Date	21/09/2015
Scale	500



ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

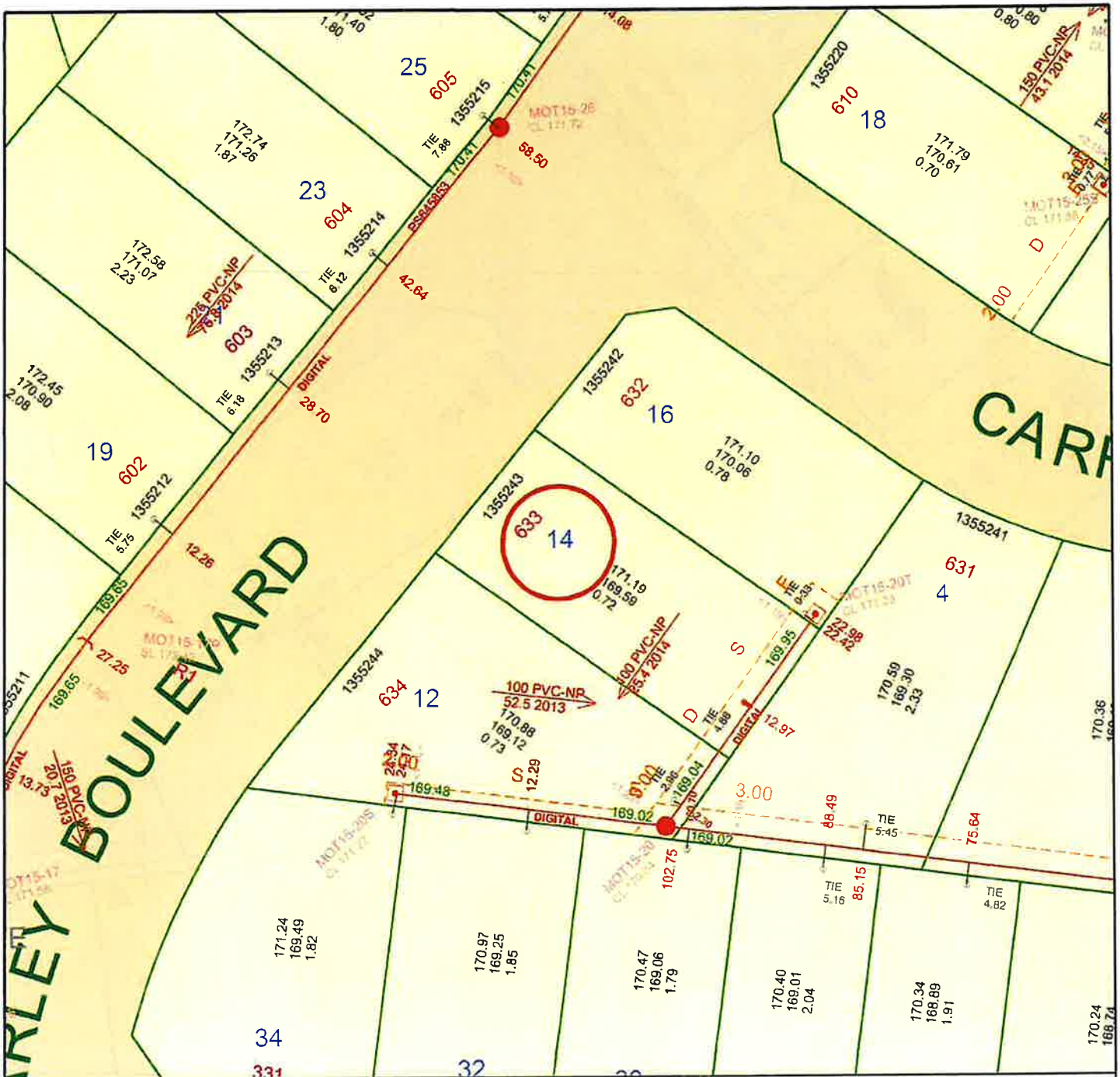
Existing Title		Circular Access Point		<b>Abbreviation Pipe Material</b>
Proposed Title		Offset Distance		VC VITREOUS CLAY
Access Point Number	SPS12-34	Square Manhole		PVC-NP UPVC - Non Pressure
Sewer Pipe Flow		End of Pipe		PVC-PW UPVC - Profile Wall
Existing Sewer		Maintenance Shaft		CONC CONCRETE
Change of Grade		Inspection Shaft		RC/UCON CC Re/Un-reinforced
		Pump Station		PP_SW POLYPROPYLENE
		Ventilation		HDPE POLYETHYLENE
				CI CAST IRON

**ASSET DETAILS**

**Pipe Size:** 100  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.57  
**Branch Length (m):** 0.719

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 5109571



**Yarra Valley Water  
Sewer Branch  
Asset Map**

Address 14 MARLEY BOULEVARD DOREEN 3754

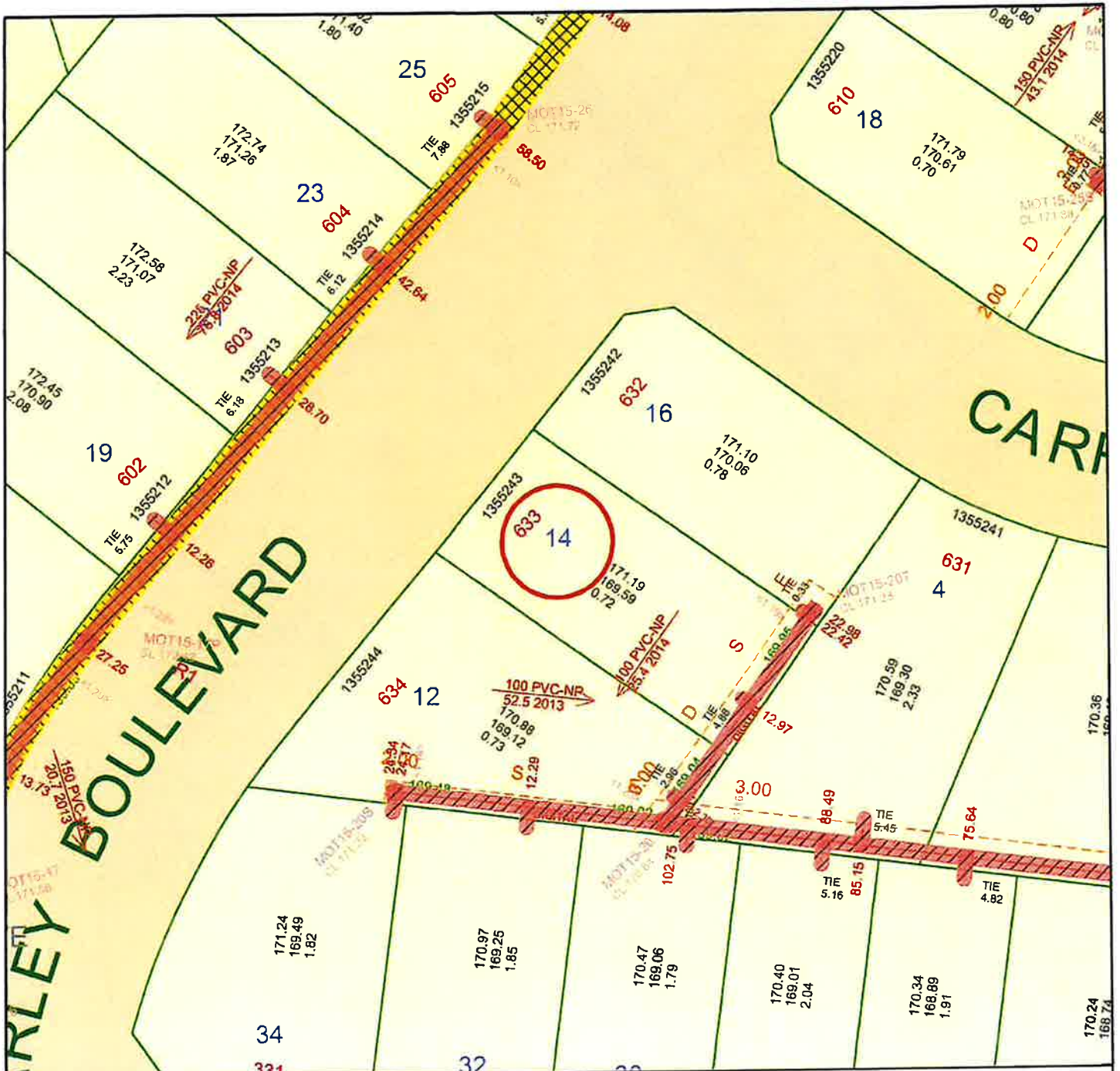
Date	21/09/2015
Scale	500




























ABN 93 066 902 501

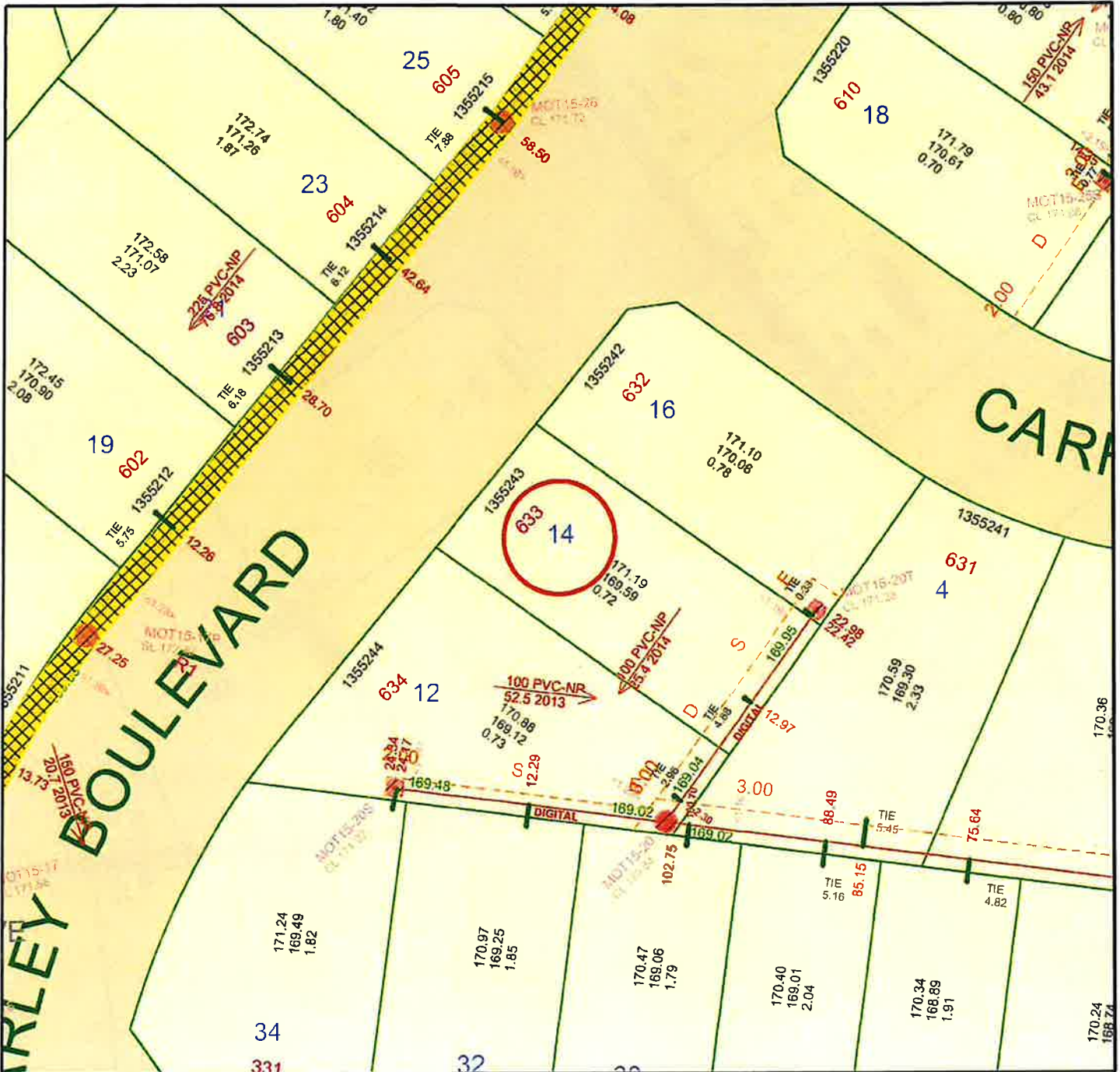
Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point		<b>Abbreviation Pipe Material</b> VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCONCC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	<b>ASSET DETAILS</b> <b>Branch Size:</b> 100 <b>Branch Material:</b> PVC-NP <b>Branch Depth (m):</b> 1.603 <b>Branch Length(m)</b> 0.719  Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. <b>YVW Ref:</b> 5109571
Proposed Title		Offset Distance			
Access Point Number	SPS12-34	Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



<b>Yarra Valley Water Buildover: Plan B Residences &amp; Habitable Structures</b>	Address	14 MARLEY BOULEVARD DOREEN 3754	
	Date	21/09/2015	
	Scale	500	
Disclaimer: This Buildover 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.			  <b>Yarra Valley Water</b> ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance		<b>PLAN REFERENCE CONDITION</b>  Condition A  Condition B  Condition C  This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.  <b>YVW Ref: 178981</b>
Proposed Title		Junction		End of Pipe		
Access Point Number		Gas Check Manhole		Maintenance Shaft		
Sewer Pipe Flow		Square Manhole		Long Branch Reducer		
Abandoned Sewer		Rectangle Manhole		Pump Station		
Existing Sewer		Chambered Manhole		Ventilation		
Change of Grade		Inspection Shaft				



<b>Yarra Valley Water Buildover: Plan D General Structures</b>	<b>Address</b>	14 MARLEY BOULEVARD DOREEN 3754	
	<b>Date</b>	21/09/2015	
	<b>Scale</b>	500	



Disclaimer: This Buildover 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.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance		<b>PLAN REFERENCE CONDITION</b> Condition A     Condition B     Condition C  This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.  <b>YVW Ref: 178981</b>
Proposed Title		Junction		End of Pipe		
Access Point Number		Gas Check Manhole		Maintenance Shaft		
Sewer Pipe Flow		Square Manhole		Long Branch Reducer		
Abandoned Sewer		Rectangle Manhole		Pump Station		
Existing Sewer		Chambered Manhole		Ventilation		
Change of Grade		Inspection Shaft				



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Belvedere Lawyers C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 573121

NO PROPOSALS. As at the 14th September 2023, 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®.

14 MARLEY BOULEVARD, DOREEN 3754  
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: 14th September 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70247412 - 70247412151256 '573121'



NW Pool inspections

95 617 044 854

3/24 Somerton Park Drive, Campbellfield, Victoria, 3061

hello@nwpoolinspections.com.au

www.nwpoolinspections.com.au

Form 23 - Certificate of Barrier Compliance - 00420

25 Sep 2023

FORM 23

Regulation 147Y(4)

Regulation 147ZB(2)

Building Act 1993

Building Regulations 2018

Issued To:

- 1. Name of owner of the land (the property) on which the swimming pool or spa is located: Georgina Bailey
- 2. Postal address: 14 Marley Boulevard, Doreen Victoria, 3754 Australia
- 4. Email address: livin-life007@hotmail.com

Property details:

- Municipal District or Council: City of Whittlesea
- Type of swimming pool or spa: Permanent spa
- 5. Date of construction of the swimming pool or spa: On or after 1st May 2013
- 6. Applicable barrier standard: AS 1926.1-2012
- 7. The applicable barrier standard applies under the relevant: Deemed to satisfy provisions of the BCA
- 8. Date of inspection of the swimming pool or spa barrier: 25 Sep 2023

Signature of swimming pool and spa inspector

*Joseph Barkho*

Certificate of Compliance

Following inspection of the swimming pool barrier on the date/s referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Date

25 Sep 2023

9. Building Work on the Barrier.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barriers compliance with the applicable barrier standard.

Inspector Details:

- 10. Name of Pool Inspector: Joseph Barkho
- 11. Building Practitioner No: IN-PS 73817

Upload relevant documents



Enquiries: (03) 9217 2170  
Reference No.: 2002115

27 September 2023

L C McLean & G K Bailey  
14 Marley Boulevard  
Doreen VIC 3754

Dear L C McLean & G K Bailey,

I wish to acknowledge receipt of registration for the private spa located at 14 Marley Boulevard Doreen.

Attached to this letter is the Certificate of Registration, which outlines details in relation to your private spa and the due date to lodge your Certificate of Pool and Spa Barrier Compliance (Form 23) with Council.

Please be advised that the owner of the land may appeal to the Building Appeals Board under section 144(2) of the Act against a determination by the relevant council of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

#### **What is Next? Obtain a Certificate of Pool and Spa Barrier Compliance (Form 23)**

You as the owner must arrange an inspection of the pool/spa barrier through a registered private Building Surveyor or Building/Pool Inspector. The registered practitioner will provide you with a Certificate of Pool and Spa Barrier Compliance (Form 23) once they have confirmed that the safety barrier complies with the relevant regulations. You are then required to lodge a copy of the Form 23 online with Council by the due date (Refer to Certificate of Registration) and pay the prescribed fee; [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Under the current requirement in Reg 147V(2), the Certificate of Pool and Spa Barrier Compliance (Form 23) cannot be lodged more than 30 days after the date the Form 23 has been issued. If the certificate is more than 30 days old, the owner must obtain a new certificate for lodgement. Failure to lodge by the specified due date may result in an infringement of 2 penalty units (Reg 147V(1) Divisions 4- 6 of Part 9A of the Building Regulations 2018).

For further information regarding the swimming pool/spa regulations, including checklists relevant to barrier standards associated with your pool/spa or to find a practitioner, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools>.

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2170**.

Yours Sincerely,

A handwritten signature in black ink, appearing to be 'L C McLean'.

**Building Services  
City of Whittlesea**

**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](mailto:info@whittlesea.vic.gov.au)

**Free telephone interpreter service**  
 **131 450**

**ABN 72 431 091 058**

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

## Certificate of Registration



City of  
Whittlesea

Presented to

Name: L C McLean & G K Bailey

Address: 14 Marley Boulevard Doreen VIC 3754

Type of pool/spa  
Type: Pool

Date of construction/erection  
Date: After 1st May 2013

Compliance with safety barrier standard  
Standard: AS1926.1-2012

Lodgement of Certificate of Pool and Spa Barrier Compliance (Form 23)

**Due Date: 26 September 2027**

A handwritten signature in black ink, appearing to be 'L. C. McLean'.

Building Services  
City of Whittlesea

*A place for all*

Reference No: 2002115  
Date of Issue: 27/09/2023