

# CONTRACT OF SALE OF REAL ESTATE\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Vendor:** STEPHEN BONGAILAS & ELIZABETH MARY BONGAILAS  
**Property address:** 350 WILDWOOD ROAD, WHITTLESEA VIC 3755

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

The terms of this contract are contained in the-

- particulars of sale; and
- special conditions, if any; and
- general conditions; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing-

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** .....

..... on ..... / ..... /2025

Print name(s) of person(s) signing

State nature of authority if applicable .....

**\*Please Note - It is the Purchasers' responsibility to ensure the Contract correctly states the proportions in which they are buying as at the date of sale. Please refer to Special Condition 3 of the Contract of Sale.**

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

**SIGNED BY THE VENDOR** .....

..... On / /2025

Print name(s) of person(s) signing

State nature of authority if applicable

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or

the property is used primarily for industrial or commercial purposes; or

the property is more than 20 hectares in size and is used primarily for farming; or

you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or

you are an estate agent or a corporate body

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

**IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES**

- (a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;
- (b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.
- (This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

**PARTICULARS OF SALE  
VENDOR'S ESTATE AGENT**

Name: Stone Real Estate

Address: Unit 1/75 Church Street, Whittlesea Vic 3757

Email:

Tel: 9716 2000

Mob:

Fax:

Ref:

**VENDOR**

Name: STEPHEN BONGAILAS &amp; ELIZABETH MARY BONGAILAS

Address:

ABN/ACN:

Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

Name: Rock Conveyancing Services

Address: 19 Waterway Boulevard, Doreen VIC 3754

Email: katie.rock.conveyancing@gmail.com

Tel: 0418 995 249

Mob:

Fax:

Ref:

BONGAILAS  
SALE**PURCHASER**

Name:

Address:

ABN/ACN:

Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

**LAND** (general condition 7)**The land together with any improvements known as:-**

described in the table below-

Certificate of Title reference	Being lot	On plan
Volume 10781 Folio 734	1	PS448573B
Volume Folio		

OR

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is: **350 WILDWOOD ROAD, WHITTLESEA VIC 3757**

**GOODS SOLD WITH THE LAND** (list or attach schedule)

**All fixed floor coverings, fixed light fittings and fixed window furnishings (insert/delete as required)**

**Soap dispenser on dishwasher broken, EXCLUDING dog cage, all antique farming equipment and antique horse drawn cultivator**

**PAYMENT**

<b>Price</b>	\$			
<b>Deposit</b>	\$	By	(of which \$	has been paid)
<b>Balance</b>	\$		payable at settlement	

**GST** (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

\*\*\*\*\*

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box

\*\*\*\*\*

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

\*\*\*\*\*

**SETTLEMENT** (Special Condition 21 & General Condition 17)

is due on

**Agents:- Settlement shall not be scheduled on 4<sup>th</sup> November (Melbourne Cup Day) or between 20 December 2025 – 15 January 2026 as this office will be closed. Please DO NOT choose a settlement date between these periods**

**LEASE**

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

\*\*\*\*\*

If '**subject to lease**' then particulars of the lease are :

**TERMS CONTRACT** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box and refer to general condition 30 and add any further provisions by way of special conditions.

\*\*\*\*\*

**LOAN** (general condition 20)

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

Lender:

Loan amount: \$

Approval date:

**Building Report (General Condition 21 applies if this box is ticked)**

**Pest Report (General Condition 22 applies if this box is ticked)**

**SPECIAL CONDITIONS**

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

**Special conditions**

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

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

If the contract is subject to 'special conditions' then particulars of the Special Conditions are:

**SPECIAL CONDITIONS**

1. Condition of the Property

The Purchaser acknowledges that he/she has inspected the property hereby sold. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that he/she is purchasing the property in its present condition.

2. Identity of the Land

The Purchaser hereby admits that the land offered for sale is identical to the land described in the title particulars offered by the Vendor as the Title to such land. The Purchaser shall not claim any compensation or make any requisition for any discrepancies in actual area, measurements, boundaries or position of the land. The Purchaser shall not be entitled to call upon the Vendor to amend title or to bear all or contribute to the costs of any amendment of Title.

3. Purchaser buying in unequal shares

If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the date of sale, the proportions in which they are buying the property "the proportions"

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

TOTAL: 100%

4. Electronic Conveyancing

**EC**

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

- 4.1. This special condition has priority over any other provision to the extent of any inconsistency.  
 This special condition applies if the contract of sale specifies, or the parties subsequently agree

in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

4.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

4.3. 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*
- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

4.4. The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

4.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6. Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
- (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

4.7. 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.

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

4.9. The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent names in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchasers’ nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the

estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendors address set out in the contract, and

- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchasers' nominee on notification of settlement by the Electronic Network Operator.

4.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## 5. GST WITHHOLDING

5.1. Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

5.2. This special condition 5 applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5.1 is to be taken as relieving the vendor from compliance with section 14-255.

5.3. The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4. 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 special condition; and
- (b) ensure that the representative does so.

5.5. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition 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 special condition;

despite:

- (i) any contrary instructions, other than from both the purchaser and the vendor; and
- (ii) any other provision in this contract to the contrary.

5.6. The representative is taken to have complied with the requirements of special condition 5.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7. The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

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

5.8. The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

5.9. 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.

5.10. 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.

5.11. 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 the vendor's failure, including breach of a warranty in special condition 5.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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.

5.12. This special condition will not merge on settlement.

## 6. Property Restrictions

The property is sold subject to any restrictions as to use under any act, order, plan, scheme, regulation, by-law or condition in any legislation or made by any authority empowered to form legislation to control land use. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any such requisition or objection nor claim any compensation from the Vendor in respect of compliance or non-compliance thereof.

## 7. Contract as Sole Agreement

7.1. It is agreed by both the Vendor and Purchaser that this Contract sets out all the terms and conditions for this sale and that there is no promise, condition, representation or warranty which is not set out or expressly referred to herein being relied upon by either Party.

7.2. The Purchaser acknowledges and declares that the property has been purchased as a result of the Purchaser's own enquiries. The Purchaser does not rely on any representation made by the Vendor or its servants, agents and employees.

## 8. Purchaser's Acknowledgement

The Purchaser hereby acknowledges that prior to signing this Contract or any other agreement or document in relation to the purchaser of the said land it received from the Vendor or his Agent, a Statement in respect to the property prepared by the Vendor pursuant to and in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract together with the Due Diligence checklist for Purchasers.

## 9. Joint and Several

If there shall be more than one Purchaser, this Contract will bind them and be enforceable against each person jointly and severally.

## 10. Deposit

- 10.1. The deposit shall be paid to the Vendor's agent and remitted to the Vendor's solicitors to be held on trust for the Purchaser until settlement is effected. All other moneys shall be paid by such bank cheques drawn in favour of such payees as may be directed by the Solicitors for the Vendor.
- 10.2. Should this Contract of Sale be avoided through no fault of the Purchaser then interest in such account shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor.
- 10.3. In either event financial institutions duty and bank accounts debit tax may be deducted from interest paid and if a Tax File Number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.

## 11. Guarantee

If the Purchaser is or includes a corporation, all of its directors must jointly and severally guarantee the due and punctual observance and performance of the Purchaser's obligations under this Contract. A Principal of the persons who signs the Contract shall, prior to the signing, disclose the full names and addresses of the directors and shall be deemed to have authority to sign the Contract. The Purchaser must procure the Guarantors to execute and deliver to the Vendor a joint and several guarantee of the obligations of the Purchaser under this Contract in the form of the Guarantee annexed to this Contract.

## 12. Vendor's Warranties

- 12.1. The warranties in this Special Condition, replaces the Purchasers right to make any requisitions and inquiries and the Purchaser is not entitled to deliver any other requisitions or enquiries.
- 12.2. The Vendor warrants that the Vendor –
  - (a) has, or by the due date for settlement will have the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which give another party rights which has 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.
- 12.3. The Vendor further warrants that the Vendor has no knowledge of any of the following
  - (a) public rights of way over the land;
  - (b) lease or other possessory agreement affecting the land;
  - (c) notice or order affecting the land which will not be dealt with at settlement, other

than the usual rates notices and any land tax notices;

- (d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

### 13. Penalty Interest

General Condition 33 shall be deleted and replaced as follows:-

The penalty interest payable on late settlements are calculated at the rate of 4% per annum plus the rate from the time before fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 14. Goods & Services Tax ("GST")

- 14.1. This Contract is inclusive of GST (as defined in A New Tax System Goods and Services Tax Act 1999). The Purchaser is not required to pay or reimburse the Vendor any monies in respect of any GST payments.
- 14.2. The Vendor and the Purchaser agree that to the extent that if this Contract provides for a supply of real property, the Vendor will apply the Margin Scheme in relation to that supply of real property in determining the amount of GST payable by the Vendor on the sale of the Property.
- 14.3. The Vendor will at its absolute discretion determine the GST payable in respect of the Vendor's margin on the supply of the real property being supplied under this Contract of Sale (excluding any chattels or other things being supplied under this Contract of Sale).

### 15. Adjustments

- 15.1. All rates, taxes (excluding land tax and windfall gains tax), assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement.
- 15.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement.

### 16. No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other moneys payable under this Contract of Sale and otherwise to pay, perform and observe the terms and conditions of this Contract of Sale shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation be or be deemed to be waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser otherwise than in accordance with the Contract of Sale. Time shall be and remain of the essence of this Contract of Sale notwithstanding any act or omission on the part of the Vendor.

### 17. Non Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, shall not merge on completion and shall continue in full force and effect.

## 18. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal, then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

## 19. Breach

General Condition 32 shall be replaced as follows:-

The Vendor gives notice to the Purchaser, that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the particulars of sale, or such further date as may be agreed in writing between the parties, the Vendor may incur the following further additional expenses and losses from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of the purchase money pursuant to General Condition 32 herein:

- 20.1. Interest payable by the Vendor under any existing mortgage over the property sold from the due date;
- 20.2. Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- 20.3. Costs and expenses as between the Vendors conveyancer and the vendor;
- 20.4. Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendors purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

## 20. Costs for rescheduled Settlement

The Purchaser shall pay the Vendors rep \$220.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

## 21. Christmas & New Year Period

- 21.1. If a settlement date is chosen during the Christmas/New Year Period between 20 December – 15 January (the closure period) in any calendar year in which settlement is agreed to occur, then all parties agree that settlement will be set on 16 January of the following calendar year;
- 21.2. The Purchaser shall not be entitled to issue a Default and/or Rescission Notice during this period or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition;
- 21.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Friday 19 December 2025, settlement will be delayed until 16 January 2026. For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Rescission Notice on the Purchaser at any time after the Purchaser is deemed to be in default under the Contract. The Purchaser shall also be responsible for the Vendors losses including but not limited to the payment of the following which is to be paid at

settlement:-

21.3.1. Vendors legal fees pursuant to Special Condition 20;

21.3.2. Penalty interest pursuant to Special Condition 13.

## 22. Material Fact Disclosures

- 22.1. The Vendor discloses the rear verandah on the property (which was built approximately 9 years ago) is not permitted and may not meet current building regulations. The Purchaser will not make any objection, requisition, claim for compensation, delay completion of or rescind or terminate this Contract for any non-compliance of the verandah nor require any retrospective Permit/Certificate of Final inspection to be produced prior to settlement. The Purchaser assumes all responsibility for the verandah from the date of sale.
- 22.2. The Vendor discloses the presence of a wall in the dwelling which contains asbestos (the plan of which is annexed to the Section 32). This was discovered when the dwelling was renovated and extended 20 years ago. The wall is completely covered with plaster, but this should be noted for future reference. For health and safety precautions, this wall should not be drilled into at any time without specialist asbestos protection and removal advice.

---

## Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines:-

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An agreed Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are agreed between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
  - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the Referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form is set out on page C 30 of the Conveyancing Diary or may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only in making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right-
  - a. to call for further and better particulars in order to make a decision.
  - b. to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

**To: The Vendor Named  
in the Contract**

**GUARANTEE & INDEMNITY**

1. The "Guarantor", "Vendor" and "Purchaser" and the "Contract" are set out in the schedule.
2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor;
  - 2.1 agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser.
  - 2.2 guarantees the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations.
3.
  - 3.1 If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.
  - 3.2 This Guarantee and indemnity is and will be unconditional and a continuing guarantee and indemnity and is not affected nor released by any waiver, neglect or forbearance by the Vendor in enforcing any of its rights under the Contract of Sale.

**SCHEDULE**

Guarantor:

Vendor:

Purchaser:

Contract: The Contract executed between the Vendor and the Purchaser as attached hereto.

**EXECUTED AS A DEED** on the                      day of                      20

**SIGNED SEALED AND DELIVERED** by                      )  
The Guarantor in the presence of:                      )                      .....

.....  
Witness Signature

.....  
Witness Name

**SIGNED SEALED AND DELIVERED** by                      )  
The Guarantor in the presence of:                      )                      .....

.....  
Witness signature

.....  
Witness Name

# NOTICE TO PURCHASER

**Property: 350 WILDWOOD RD, WHITTLESEA**

**Vendor: STEPHEN BONGAILAS & ELIZABETH MARY  
BONGAILAS**

**ABN: *(insert if applicable)***

~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the  
Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

~~OR~~

**2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

---

## Title

### 5. ENCUMBRANCES

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.

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

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.

6.1 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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*.

---

## 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

- 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 registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22 PEST REPORT

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

## 23 ADJUSTMENTS

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

## 24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must

pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

## 25 GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of

settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

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

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

---

## Transactional

### 26 TIME & CO OPERATION

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

### 27 SERVICE

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

### 28 NOTICES

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

### 29 INSPECTION

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

### 30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess

of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31 LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### 32 BREACH

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

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

---

### Default

### 33 INTEREST

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

### 34 DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to

receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

### **35 DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

# Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	<b>STEPHEN BONGAILAS AND ELIZABETH MARY BONGAILAS</b>
----------------	---

<b>Property:</b>	<b>350 WILDWOOD ROAD, WHITTLESEA VIC 3757</b>
------------------	---

## IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

DETAILS MUST BE ATTACHED WHERE NECESSARY, IF INSUFFICIENT SPACE IS AVAILABLE. DELETE AS APPROPRIATE WHEREVER ASTERISK (\*) APPEARS.

**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).

**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.

To

Other particulars (including dates and times of payments):

**1.3 Terms Contract**

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

**Not Applicable**

**1.4 Sale subject to Mortgage**

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

**Not Applicable**

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.5 AVPC No. 117 (RURAL)
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	1.6 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.7 Date:  1.8 OR  1.9 <input checked="" type="checkbox"/> 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 which 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):-
- (b) Particulars of any existing failure to comply with that easement, covenant or similar restriction are:

**To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction**

However, please note that underground electricity cables, sewers or drains may be laid outside registered easements. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) whether known to the Vendor or not. The Purchaser should make their own enquiries including whether any structures or buildings are constructed over any easements prior to signing the Contract of Sale, otherwise the Purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property the Purchaser purchases the property subject to the Strata Titles Act 1967 and/or the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

#### 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 specific information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendors' title and the purchaser shall not make a requisition or objection, not be entitled to any compensation of the vendor thereof.

#### 4. NOTICES

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

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

**Not Applicable**

##### 4.2 **Agricultural Chemicals**

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

**Not Applicable**

##### 4.3 **Compulsory Acquisition**

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

**Not Applicable**

#### 5. BUILDING PERMITS

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

**Not Applicable**

The Purchaser acknowledges that he/she has purchased the property as a result of his/her own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all

relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendors title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

**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”)**

Not Applicable
----------------

**8. SERVICES**

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land : The property is serviced by tank water, septic tank and bottled gas

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

**WARNING TO PURCHASER**

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular **whether sewerage is connected.** Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of an incidental to the transfer, connection or re-connection to the land services you require. The Vendor makes no representations that any of the services are adequate for the purchasers proposed use and the purchaser should make their own enquiries.

**9. TITLE**

Attached are the copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of the 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 32 of the *Subdivision Act 1988*.

**Not Applicable**

### 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. 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 vendors 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 2000 square metres 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).

**12. SWIMMING POOLS & SMOKE ALARMS**

In the event than an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Building Regulations 2006 within 30 days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing smoke alarms.

**13. DUE DILIGENCE CHECKLIST**

*(The Sale of Land Act 1962 provides that the Vendor or the Vendors 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 NOT required to be provided with or attached to, this Vendor Statement but the Checklist may be attached as a matter of convenience).*

**14. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this Section 13).  
(Additional information may be added to this Section 13 where there is insufficient space in any of the earlier sections).  
(Attached is an "additional Vendors Statement" if Section 1.3 (Terms Contract) or Section 1.4 (Sale subject to Mortgage applies).*

--

**DATE OF THIS STATEMENT**

27/10/2025

**Name of the Vendor**

STEPHEN BONGAILAS

ELIZABETH MARY BONGAILAS

**Signature/s of the Vendor**

*Stephen Bongailas*

*Elizabeth Bongailas*

x

x

27/10/2025

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

**DATE OF THIS ACKNOWLEDGMENT**

/ 20

25

**Name of the Purchaser**

**Signature/s of the Purchaser**

x	x
---	---

## IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

### **Undischarged mortgages**

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(a)).

### **Terms contracts**

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

## VENDOR UNDERTAKINGS ONLY TO VENDORS REPRESENTATIVES

I confirm that this statement and the representations and any warranties in lieu of requisitions included in the General Conditions of the Contract of Sale have been prepared solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure of all relevant information. I am aware that Katie Rock of Rock Conveyancing Services only has been employed to prepare this document, in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any encumbrance not disclosed in this document. (c) any failure to obtain necessary planning, building or other permits. (d) the property being affected by any environmental issues, Landslip, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to undertaking of repairs of the property. (f) my occupation of any adjacent land which is not contained in land being sold. (g) any buildings erected over any easements (h) any rights over the land (i.e. roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may affect the land being sold. By signing this Vendors' Statement, I acknowledge that I have read this statement, all the documents and that I will read the representations and warranties to be given by me in lieu of requisitions in the General Conditions contained in the Contract of Sale and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995, the Owners Corporation Act 2006 and/or any other Act or regulation. I agree that this Statement and the documents herewith (including the search of the title) must be updated at the expiration of six (6) calendar months from the date of the search of title herewith and that I will not hold Katie Rock of Rock Conveyancing Services responsible if the Vendor's Statement is not so updated.

Further I accept that Katie Rock of Rock Conveyancing Services does not authorise the use of this Vendor's Statement by any real estate agent other than the one to whom it is first forwarded to by Rock Conveyancing Services and that I must instruct Rock Conveyancing Services to prepare a new Vendors' Statement if I change real estate agents.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- 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

(04/10/2016)

## **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.

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

Page 1 of 1

VOLUME 10781 FOLIO 734

Security no : 124128692811N  
Produced 06/10/2025 10:27 AM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 448573B.  
PARENT TITLE Volume 05779 Folio 799  
Created by instrument PS448573B 06/02/2004

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
STEPHEN BONGAILAS  
ELIZABETH MARY BONGAILAS both of 21 PLANE STREET THOMASTOWN VIC 3074  
PS448573B 06/02/2004

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB328893W 06/06/2002  
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC265404F 14/08/2003

### DIAGRAM LOCATION

SEE PS448573B 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: 350 WILDWOOD ROAD WHITTLESEA VIC 3757

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

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>PS448573B</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>06/10/2025 10:27</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

<b>PLAN OF SUBDIVISION</b>	Stage No.	LTD use only <b>EDITION 1</b>	P.S. 448573B
----------------------------	-----------	----------------------------------	--------------

**Location of Land**  
 Parish: TOOROURRONG  
 Township: \_\_\_\_\_  
 Section \_\_\_\_\_  
 Crown Allotment:  
 Crown Portion: PART OF 1  
 SECTION 18  
 Vicmap Digital Property : DCMB  
 Title References:  
 Vol 5779 Fol 799

**Last Plan Reference:**  
 Postal Address: 360 WILDWOOD ROAD  
 WHITTLESEA  
 AMG Co-ordinates: N 5849560  
 (Of approx. centre of plan) 334000      Zone 55

**Council Certification and Endorsement**

Council Name: CITY OF WHITTLESEA      Ref: **605383**

1. This plan is certified under section 6 of the Subdivision Act 1988.  
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /~~  
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.  
~~(ii) The requirement has been satisfied.~~  
~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate  
~~Council seal~~  
 Date **9 / 9 / 2003**

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
Nil	Nil

**Notations**

<b>Depth Limitation:</b> Does not apply	<b>Staging</b> This <del>is</del> /is not a staged subdivision Planning Permit No.
---	---

Survey:- This plan ~~is~~ is not based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s).  
 In proclaimed Survey Area no.

**Easement Information**

**Legend:**    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)


Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTD use only  
 Statement of Compliance / Exemption Statement

Received

Date **3 / 2 / 04**

---

LTD use only  
 PLAN REGISTERED  
 TIME **12:35 PM**  
 DATE **6 / 2 / 04**  
  
 Assistant Registrar of Titles

Sheet 1 of 2 Sheets

**BEACOM HATCH**

CONSULTING LAND & ENGINEERING SURVEYORS  
 SUITE 1 53-54 MOUNTAIN GATE SHOPPING CENTRE  
 FERNTREE GULLY 3156  
 Phone: 03 9756 0570 Mobile: 0417 501 880

LICENCED SURVEYOR (PRINT)      ROBERT T HATCH

SIGNATURE \_\_\_\_\_ DATE **5 / 9 / 03**

REF 253      VERSION 2

DATE **9 / 9 / 2003**  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

Original sheet size **A3**

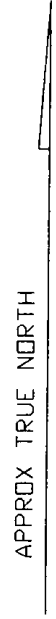
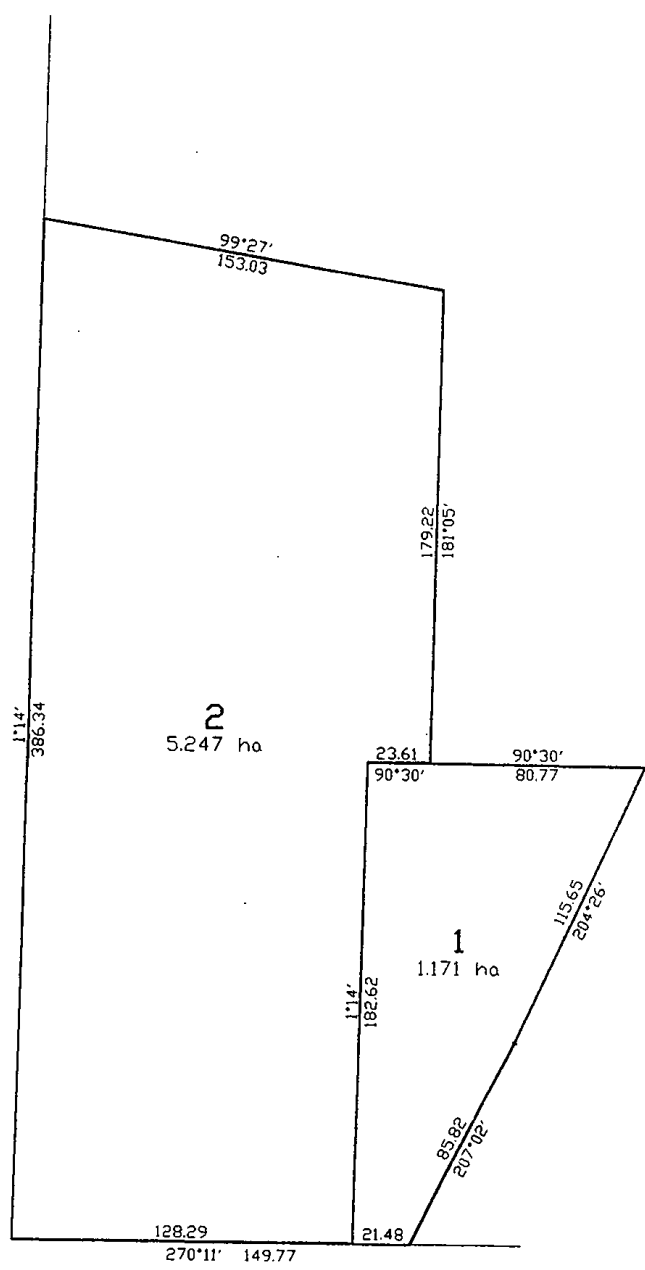
# PLAN OF SUBDIVISION

Stage No.

Plan Number  
PS 448573B

DALLÁS ROAD

WILDWOOD ROAD



**BEACOM HATCH**  
 CONSULTING LAND & ENGINEERING SURVEYORS  
 SUITE 1 53-54 MOUNTAIN GATE SHOPPING CENTRE  
 FERNTREE GULLY 3156  
 Phone: 03 9756 0570 Mobile: 0417 501 880

SHEET 2 OF 2 SHEETS

ORIGINAL

SHEET SIZE: A3

SCALE: 1:2000

SCALE: 0 20 40 60 80

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT T HATCH

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

REF 253 VERSION 2

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



# Imaged Document Cover Sheet

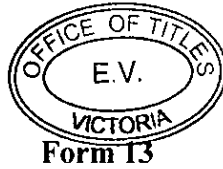
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AC265404F</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>05/05/2025 11:15</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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



AC265404F



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:LGC:904016 Customer Code: 1167E

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

Land: Volume 5779 Folio 799

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

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

A copy of the agreement is attached to this application



Signature for the Authority: [Handwritten signature]

Name of officer: DAVID TURNBULL

Office held: ACTING CHIEF EXECUTIVE OFFICER

Date: 8/8/03

[966397/PJD/M0156643:1]

Handwritten initials and date 14/8/03



# Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 7 18 /2003

## Agreement under Section 173 of the Planning and Environment Act 1987 Subject Land: 360 Wildwood Road, Whittlesea

Whittlesea City Council  
and



DAC265404F-2-7

Stephen Bongailas and Elizabeth Mary Bongailas

### AC265404F

14/08/2003 \$59 173



Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin



DAC265404F-3-5

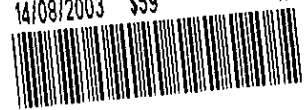
# Table of Contents

1.	DEFINITIONS.....	2
2.	INTERPRETATION.....	2
3.	SPECIFIC OBLIGATIONS OF THE OWNER.....	3
	3.1 No further subdivision .....	3
	3.2 Existing Dwelling.....	3
4.	FURTHER OBLIGATIONS OF THE OWNER .....	3
	4.1 Notice and Registration.....	3
	4.2 Further actions.....	3
	4.3 Council's Costs to be Paid .....	4
5.	AGREEMENT UNDER SECTION 173 OF THE ACT .....	4
6.	OWNER'S WARRANTIES .....	4
7.	SUCCESSORS IN TITLE.....	4
8.	GENERAL MATTERS.....	4
	8.1 Notices.....	4
	8.2 Service of Notice.....	4
	8.3 No Waiver.....	5
	8.4 Severability.....	5
	8.5 No Fettering of Council's Powers .....	5
9.	COMMENCEMENT OF AGREEMENT.....	5
10.	ENDING OF AGREEMENT .....	5

**AC265404F**

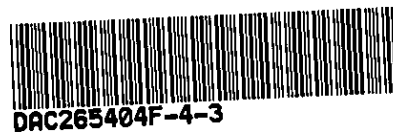
14/08/2003 \$59

173



# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 7 / 8 / 2003



**BETWEEN**

**WHITTLESEA CITY COUNCIL**  
of Civic Centre, Ferres Boulevard, South Morang

(Council)

**AND**

**STEPHEN BONGAILAS AND ELIZABETH MARY BONGAILAS**  
of 21 Plane Street, Thomastown

(Owner)

**RECITALS**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 8 April 2003 Council issued Planning Permit No. 605383 (**First Planning Permit**) allowing the Subject Land to be subdivided into two (2) lots in accordance with a plan to be endorsed under condition 1 of the First Planning Permit. Condition 2 of the First Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the First Planning Permit is attached to this Agreement and marked 'A'.
- D. On 27 June 2003 Council issued Planning Permit No. 707981 (**Second Planning Permit**) allowing alterations and additions to the Existing Dwelling in accordance with a plan to be endorsed under condition 1 of the Second Planning Permit. Condition 2 of the Second Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Second Planning Permit is attached to this Agreement and marked 'B'.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AB328893W in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:
  - F.1 to give effect to the requirements of the Planning Permits; and
  - F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.





**THE PARTIES AGREE**

**1. DEFINITIONS**

---

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Endorsed Plan of Subdivision** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the First Planning Permit. A copy of the Endorsed Plan of Subdivision is attached to this Agreement and marked 'C'.

**Existing Dwelling** means the dwelling which exists on lot 1 as at the date of this Agreement.

**lot** means a lot on the Endorsed Plan of Subdivision.

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

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Permits** means the planning permits referred to in Recitals C and D of this Agreement.

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

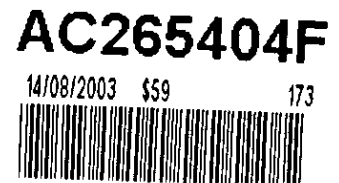
**Subject Land** means the land situated at 360 Wildwood Road, Whittlesea being the land referred to in Certificate of Title Volume 5779 Folio 799 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**2. INTERPRETATION**

---

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.



- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that:



DAC265404F-6-0

**3.1 No further subdivision**

after the subdivision allowed by the First Planning Permit neither lot of the Subject Land may be further subdivided; and

**3.2 Existing Dwelling**

the Owner must ensure that the Existing Dwelling will not be demolished, structurally altered or removed from the Subject Land, except with the further written consent of Council.

**4. FURTHER OBLIGATIONS OF THE OWNER**

**4.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**

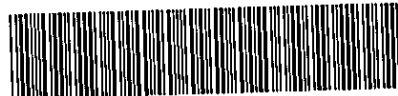
The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**AC265404F**

14/08/2003 \$59 173





DAC265404F-7-8

**4.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**5. AGREEMENT UNDER SECTION 173 OF THE ACT**

---

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

**6. OWNER'S WARRANTIES**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

---

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

---

**8.1 Notices**

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notice**

A notice or other communication is deemed served:

**AC265404F**

14/08/2003 \$59 173





DAC265404F-8-6

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

---

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**10. ENDING OF AGREEMENT**

---

- 10.1 Clause 3.2 of this Agreement ends when the Planning Scheme has been amended by the introduction of a Heritage Overlay which will introduce a planning permit requirement for alteration or demolition of the Existing Dwelling.
- 10.2 As soon as reasonably practicable after clause 3.2 of the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to amend the recording of this Agreement on the register by the deletion of clause 3.2.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

**AC265404F**

14/08/2003 \$59 173



THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of:



*[Handwritten Signature]*.....

Chief Executive Officer

SIGNED SEALED AND DELIVERED by STEPHEN BONGAILAS in the presence of:

) *[Handwritten Signature]*  
)  
)

*[Handwritten Signature]*  
Witness

SIGNED SEALED AND DELIVERED by ELIZABETH MARY BONGAILAS in the presence of:

) *[Handwritten Signature]*  
)  
)

*[Handwritten Signature]*  
Witness

**Mortgagee's Consent**

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. AB328893W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED SEALED and DELIVERED in Victoria for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney *GLENN VINCENT CARUANA* under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that he/she is SUPERVISOR EXECUTIONS AND REGISTRATIONS Victoria of COMMONWEALTH BANK OF AUSTRALIA in the presence of:

*[Handwritten Signature]*

*[Handwritten Signature]*

**AC265404F**



'A'

PERMIT NUMBER: 605383



City of Whittlesea

AC265404F



**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

360 WILDWOOD ROAD, WHITTLESEA



**THE PERMIT ALLOWS:**

TWO LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED  
PLANS

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

1. Prior to certification of the Plan of Subdivision, three copies of an existing conditions plan shall be submitted to and approved by the Responsible Authority showing the location of the existing dwelling and ancillary development such as outbuildings, accessways, effluent disposal area etc including the distance of existing development from the proposed lot boundaries to Council's satisfaction.
2. Prior to the issue of the Statement of Compliance, an agreement pursuant to Section 173 of the Planning and Environment Act 1987 shall be entered into with the Responsible Authority, to the effect that:
  - Neither of the proposed lots shall be further subdivided.
  - The existing dwelling on proposed Lot 1 shall not be demolished, removed, or structurally altered with the written consent of the Responsible Authority. This part of the agreement can end when and if the Whittlesea Planning Scheme has been amended to provide planning protection for the existing dwelling.

Date issued: 8 April 2003

Signature for the  
Responsible Authority:



DAC265404F-11-5

All costs associated with the preparation and execution of the Agreement shall be born by the applicant.

- 3 (a) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
- (b) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- (c) The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.

Melbourne Water conditions

- 4. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 5. No polluted or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

Melbourne Water Note

The Plenty River, upstream of Bridge Inn Road is located in the vicinity of the property. The estimated flood line for this property that has a probability of occurrence of 1% in any one year, grades uniformly from 206.8 metres to Australian Height Datum (AHD) at the northern boundary down to 204.1 metres AHD at the southern boundary. A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property.

Time Limit Note

In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or
- (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act.1988.



Date issued: 8 April 2003

Signature for the Responsible Authority:

'B'

PERMIT NUMBER: 707981



City of Whittlesea

AC265404F



**PLANNING PERMIT**

WHITTLESEA PLANNING SCHEME

**ADDRESS OF THE LAND:**

360 WILDWOOD ROAD WHITTLESEA  
PCS: 11



**THE PERMIT ALLOWS:**

CONSTRUCTION OF ALTERATIONS AND ADDITIONS TO THE EXISTING SINGLE STOREY DWELLING IN ACCORDANCE WITH THE ENDORSED PLANS

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

1. Before the use and/or development starts, three copies of a revised plan must be submitted to and approved by the Responsible Authority, showing:
  - (a) Appropriate screen planting along the southern and eastern elevations of the proposed addition.
2. The applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:
  - (a) Planning approval is required to construct or carry out any future internal or external buildings and/or works to the existing homestead and that this agreement shall lapse once a Heritage Overlay is applied to the subject land.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

3. The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.

Date issued: 27 June 2003

Signature for the Responsible Authority:

C

# PLAN OF SUBDIVISION

Stage No. / LTD use only  
EDITION

P.S. 448537E

## Location of Land

Parish: TOOROURRONG  
Township: \_\_\_\_\_  
Section: \_\_\_\_\_  
Crown Allotment:  
Crown Portion: PART OF 1  
SECTION 18  
Vicmap Digital Property:  
Title References:  
Val 5779 Fol 799

Last Plan Reference:  
Postal Address: 360 WILDWOOD ROAD  
WHITTLESEA

AMG Co-ordinates: N 5849560  
(Of approx. centre of plan) 334000 Zone 55

## Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

## Council Certification and Endorsement

Council Name: CITY OF WHITTLESEA Ref:

- This plan is certified under section 6 of the Subdivision Act 1988
- This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 / /
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988

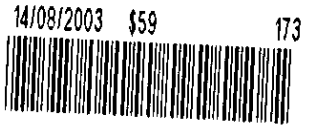
### Open Space

- (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.
- (ii) The requirement has been satisfied
- (iii) The requirement is to be satisfied in Stage

Council Delegate  
Council seal

Date / /

**AC265404F**



## Notations

Depth Limitation: Does not apply

Staging: This is/ is not a staged subdivision  
Planning Permit No.



DAC265404F-13-2

Survey: This plan is / is not based on survey.  
To be completed where applicable.  
This survey has been connected to permanent marks no(s).  
In proclaimed Survey Area no.

## Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
<b>PLANNING AND ENVIRONMENT ACT</b> <b>CITY OF WHITTLESEA</b> <b>PLANNING SCHEME</b> Plan referred to in Permit to use and/or develop land. Application No. <u>605383</u> Sheet <u>1</u> of <u>2</u> Date Permit Issued <u>8.4.2003</u> _____ Town Planner _____ Date _____				

LTD use only  
Statement of Compliance / Exemption Statement

Received

Date / /

LTD use only

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

Sheet 1 of 2 Sheets

## BEACOM HATCH

CONSULTING LAND & ENGINEERING SURVEYORS  
 SUITE 1 53-54 MOUNTAIN GATE SHOPPING CENTRE  
 FERNTREE GULLY 3156  
 Phone: 03 9756 0570 Mobile: 0417 501 880

LICENSED SURVEYOR (PRINT) ROBERT I HATCH

SIGNATURE \_\_\_\_\_ DATE / /

REF 253

VERSION 1

DATE / /

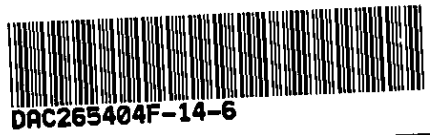
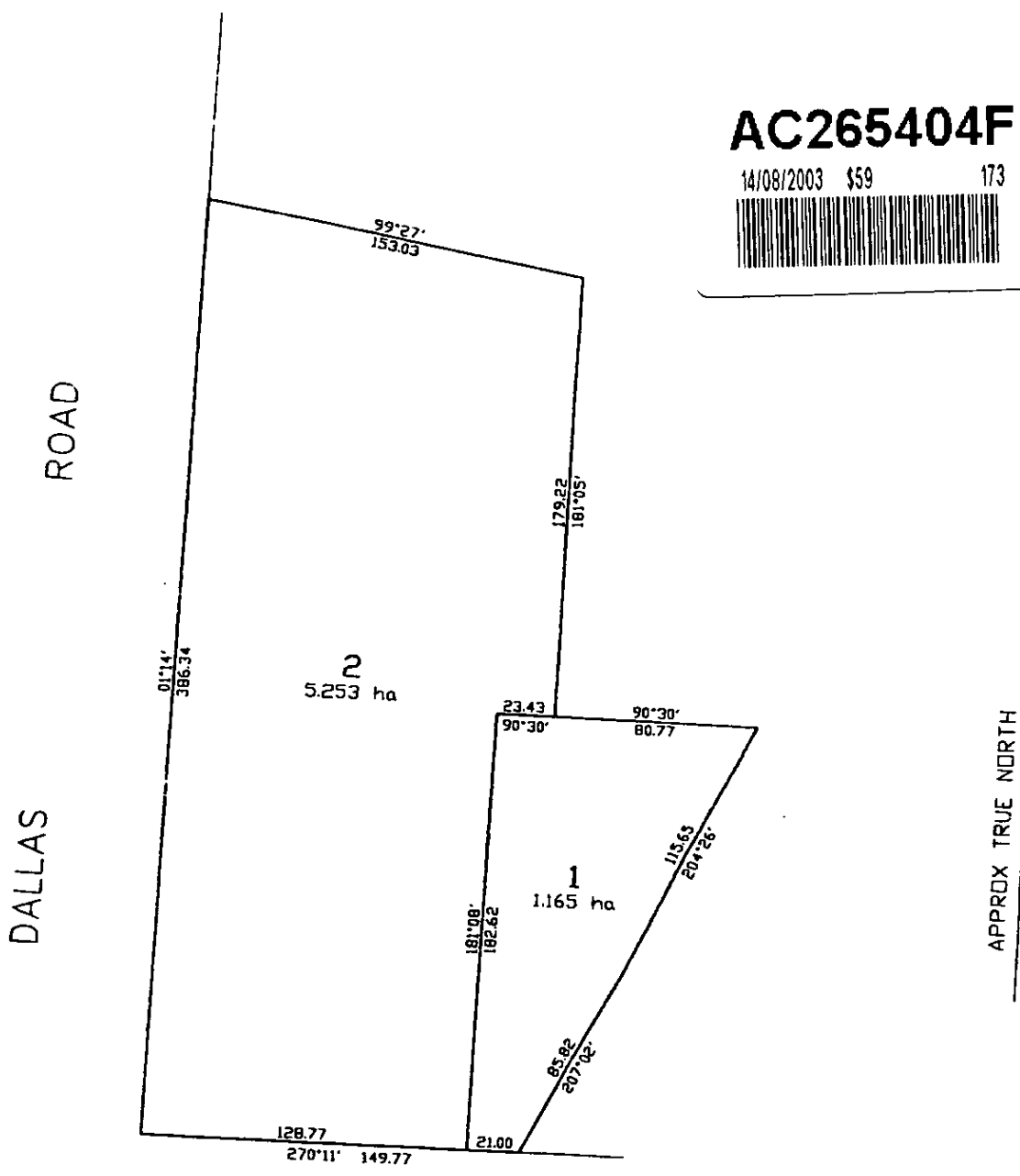
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION			Stage No.	Plan Number
				PS 448537B

# AC265404F

14/08/2003 \$59 173



DAC265404F-14-6

WILDLIFE AND ENVIRONMENT ACT  
CITY OF WHITTLESEA

PLANNING SCHEME  
Plan referred to in Permit to use  
and/or develop land.

Application No. 605383

Sheet 2 of 2

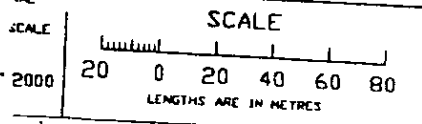
Date Permit Issued 8.4.2003

[Signature] 8.4.2003

Town Planner Date

### BEACOM HATCH

ULTING LAND & ENGINEERING SURVEYORS  
TE 1 53-54 MOUNTAIN GATE SHOPPING CENTRE  
FERNTREE GULLY 3156  
Phone. 03 9756 0570 Mobile: 0417 501 880



LICENSED SURVEYOR (PRINT)

ROBERT T HATCH

SIGNATURE  
REF 253

DATE / /

VERSION 1

SHEET 2 OF 2 SHEETS

DATE / /  
COUNCIL DELEGATE SIGNATURE



# Valuation and rates notice

For the period 1 July 2025 to 30 June 2026



S Bongailas & E Bongailas  
360 Wildwood Road  
WHITTLESEA VIC 3757



025  
1048096  
DLX6\_5185

## Property Details 350 Wildwood Road WHITTLESEA VIC 3757

LOT 1 PS 448573B

Owner: Bongailas, Stephen & Bongailas, Elizabeth

Ward: North

## Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$625,000	\$850,000	\$42,500

Level of value date 01/01/2025 Valuation operative date 01/07/2025

AVPCC 117 Residential Rural/Rural Lifestyle

## State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 850,000 x 0.00017300	\$147.05
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

## Council Rates And Charges

Balance Brought Forward	-\$0.03
General rate 42,500 x 0.04728680	\$2,009.69
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
<b>Total</b>	<b>\$2,607.36</b>

Assessment number: 0552687



To receive your rates notice via email, register at [whittlesea.enotices.com.au](mailto:whittlesea.enotices.com.au)  
Reference No: F6CA8F17DT

Issue date: 05/08/2025

### Instalment 1

**\$654.36**

Due By 30/09/2025

\* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$651.00**

Due By 30/11/2025

Instalment 3 **\$651.00**

Due By 28/02/2026

Instalment 4 **\$651.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,607.36**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call 9217 2170.

Payments received after 5 Aug 2025 may not be included on this notice

**THIS ACCOUNT HAS A DIRECT DEBIT SCHEDULE TO BE PAID MONTHLY STARTING 30 SEPTEMBER 2025 AND ENDING 31 MAY 2026.**

## How to pay

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



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157  
Ref: 0552687

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.

Scan the QR code or visit

[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



Post Billpay



Post Billpay Code: 0350  
Ref: 5526875

Pay in person at any post office:

131 816 or [postbillpay.com.au](http://postbillpay.com.au)

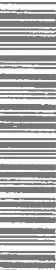
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*050 5526875



\*050 5526875



6th October 2025

Rock Conveyancing Services C/- Triconvey2 (Reselle  
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	350 WILDWOOD ROAD WHITTLESEA 3757
<b>Applicant</b>	Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA
<b>Information Statement</b>	30978876
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	657738

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
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@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,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	350 WILDWOOD ROAD WHITTLESEA 3757
------------------	-----------------------------------

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.

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

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

**Melbourne Water Property Information Statement**

Property Address	350 WILDWOOD ROAD WHITTLESEA 3757
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

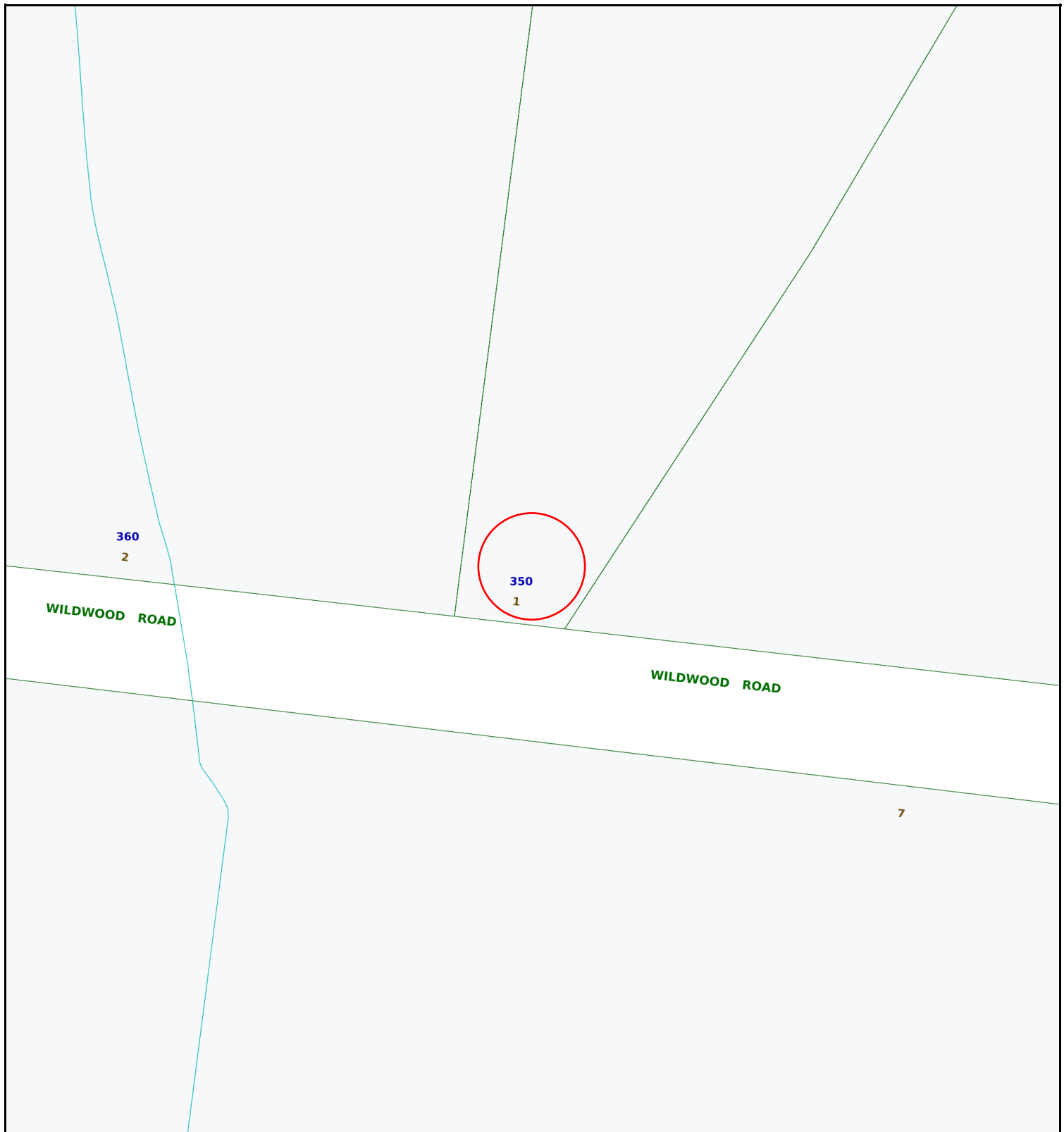
The Plenty River East Tributary 6016 is located within the central portion of the Parent property (TP 675807 - Melbourne Water File 79232) and may also be located within Lot 2 of 2 / PS 448573 or is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30978876**

<b>Address</b>	350 WILDWOOD ROAD WHITTLESEA 3757
<b>Date</b>	06/10/2025
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Rock Conveyancing Services C/- Triconvey2 (Reselle  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7597450000  
**Rate Certificate No:** 30978876

**Date of Issue:** 06/10/2025  
**Your Ref:** 657738

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
350 WILDWOOD RD, WHITTLESEA VIC 3757	1\PS448573	1608270	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$17.29	\$17.29

Other Charges:	
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>	<b>\$39.92</b>



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 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.
- 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.
- 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.

---

**Property No:** 1608270

**Address:** 350 WILDWOOD RD, WHITTLESEA VIC 3757

**Water Information Statement Number:** 30978876

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 75974500000

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 October 2025 02:02 PM

## PROPERTY DETAILS

Address: **350 WILDWOOD ROAD WHITTLESEA 3757**  
Lot and Plan Number: **Lot 1 PS448573**  
Standard Parcel Identifier (SPI): **1\PS448573**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **552687**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 246 H1**

[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**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[GREEN WEDGE ZONE \(GWZ\)](#)

[SCHEDULE TO THE GREEN WEDGE ZONE \(GWZ\)](#)



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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

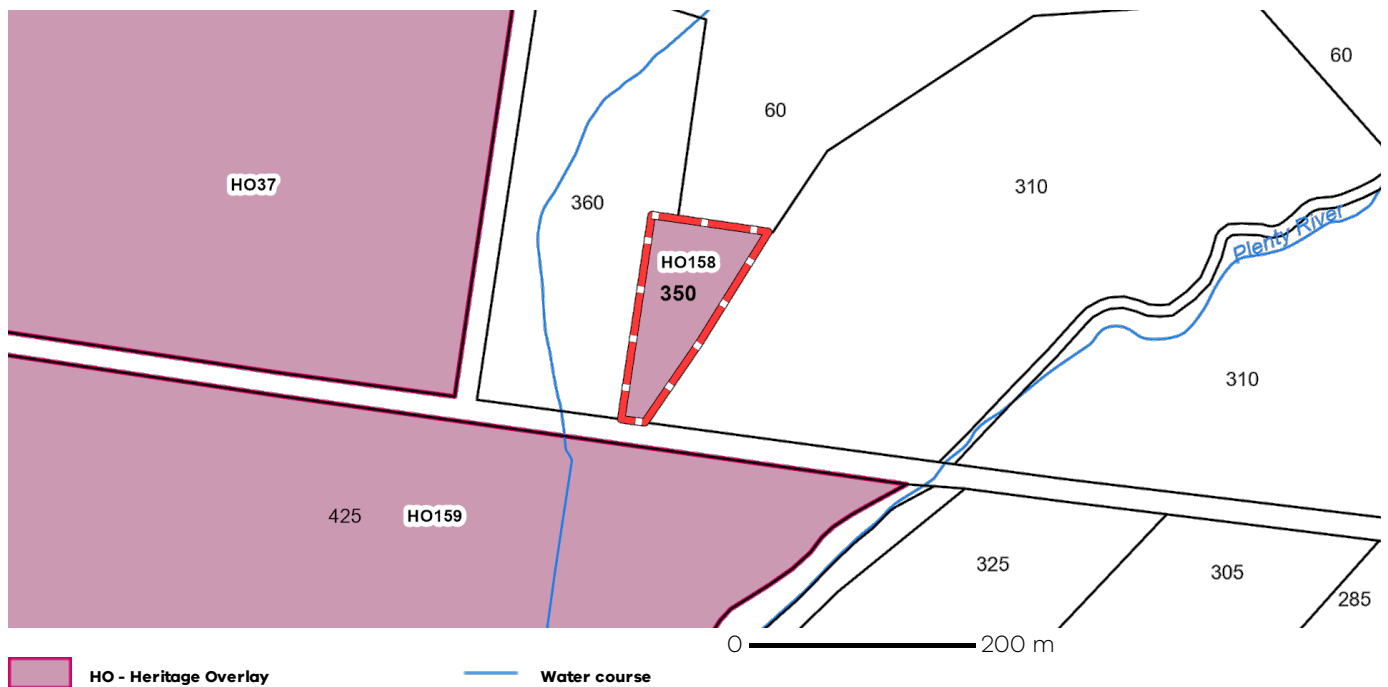
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlay

[HERITAGE OVERLAY \(HO\)](#)

[HERITAGE OVERLAY - SCHEDULE \(HO158\)](#)



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 2 October 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to 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.vic.gov.au/vicplan/>

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to Victoria 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](#)

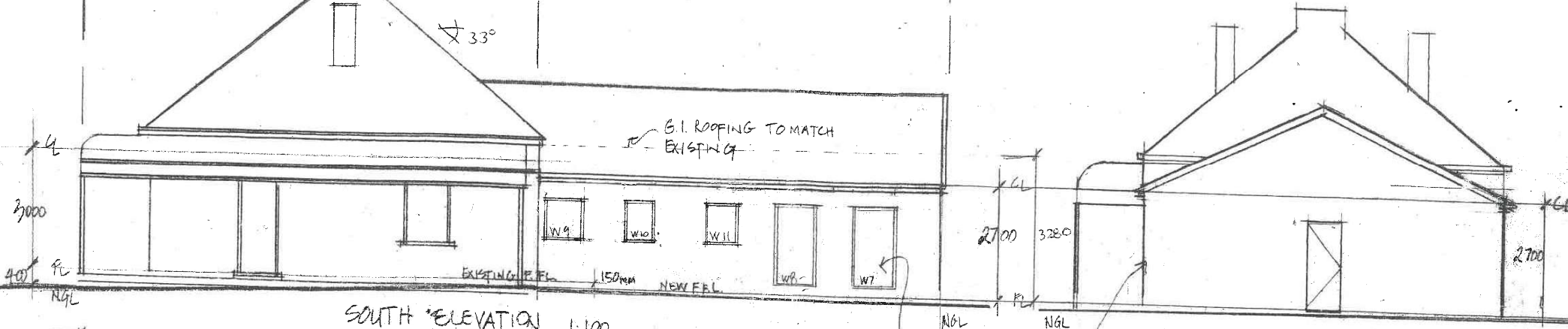
To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

SITE

EXISTING DWELLING

PROPOSED ADDITION

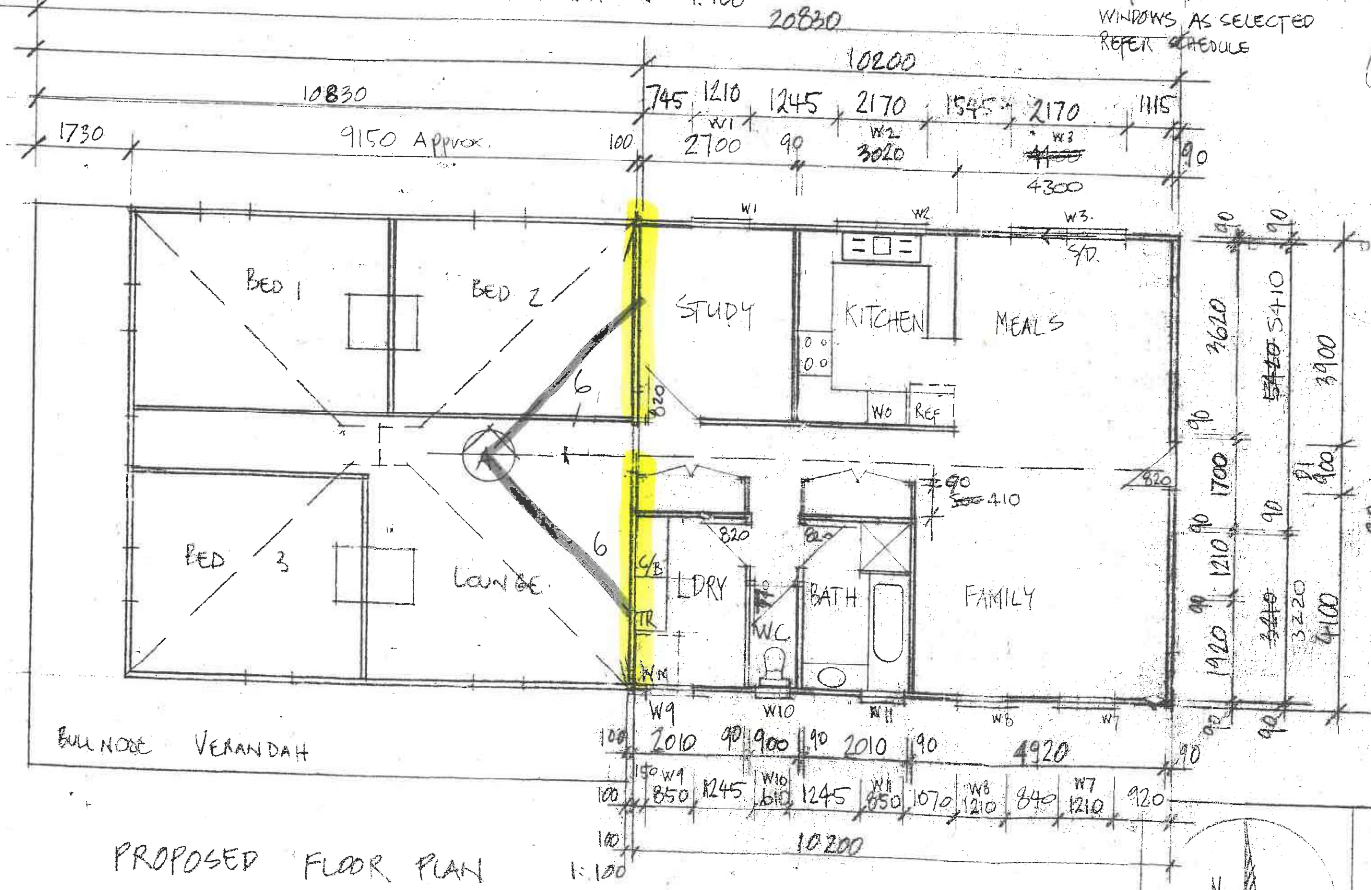


SOUTH ELEVATION 1:100

EAST ELEVATION 1:100

WINDOWS AS SELECTED REFER SCHEDULE

SQUARE EDGE WEATHERBOARDS TO MATCH EXISTING.



PROPOSED FLOOR PLAN 1:100

FUTURE CARPORT ROOF TO MATCH (7500x8900MM)

MATERIALS:

- STEEL FRAME
- SQUARE EDGE W/BOARDS TO MATCH
- G.I. CORRUGATED ROOFING TO MATCH
- R.C. CONC. SLAB, 175MM LOWER THAN EXISTING F
- 150MM EAVES TO MATCH EXISTING.

T=8900

NOTE: DO NOT SCALE DRAWING

PROPOSED ADDITION AT  
 360 WILDWOOD RD. WHITTLESEA  
 FOR S. E. BOWGILLAS REV. 15-3-04



MRS ELIZABETH M BONGAILAS  
C/- KATIE ROCK  
19 WATERWAY BLVD  
DOREEN VIC 3754

Our reference: 7159476041024

Phone: **13 28 66**

2 June 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ELIZABETH,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411071469190
Vendor name	ELIZABETH MARY BONGAILAS
Clearance Certificate Period	27 May 2025 to 2 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR STEPHEN BONGAILAS  
C/- KATIE ROCK  
19 WATERWAY BLVD  
DOREEN VIC 3754

Our reference: 7159476004009

Phone: **13 28 66**

2 June 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello STEPHEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411071468077
Vendor name	STEPHEN BONGAILAS
Clearance Certificate Period	27 May 2025 to 2 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.