

# 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:** DAVID LEE ASTBURY & JADE EVANS  
**Property address:** 7 PLOUGH STREET, MERNDA VIC 3754

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 ...../...../2024

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 / /2024

Print name(s) of person(s) signing DAVID LEE ASTBURY & JADE EVANS

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;
  - (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.
  - (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
- (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 (Sheane Barclay)  
 Address: Unit 1/75 Church Street, Whittlesea Vic 3757  
 Email: \_\_\_\_\_  
 Tel: 9716 2000 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

**VENDOR**

Name: DAVID LEE ASTBURY & JADE EVANS  
 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: **ASTBURY & EVANS 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 11535 Folio 158	6756	PS711375Q
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: **7 PLOUGH STREET, MERNDA VIC 3754**

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

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

**PAYMENT**

**Price** \$

**Deposit** \$ By (of which \$ has been paid)

---

**Balance** \$ 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 22 & General Condition 17)

is due on

**Agents:- Settlement shall not be scheduled between 21st December 2024 - 15<sup>th</sup> January 2025 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 purchase of the said land it received from the Vendor or his Agent, a Statement in respect of 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. Service of Notices

Either party may, submit any notice or demand under or pursuant to this Contract of Sale by facsimile transmission to the facsimile number of the solicitor of the other party. Service shall be deemed to have occurred at the time recorded on a transmission report of the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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;
- 20.5. All commission, fees and advertising expenses payable to the Vendors real estate agent/

#### 21. 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.

#### 22. Christmas & New Year Period

- 22.1. If a settlement date is chosen during the Christmas/New Year Period between 21 December – 14 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 15 January of the following calendar year;

22.2. The Purchaser shall not be entitled to issue a Default and/or Recission 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;

22.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Friday 20<sup>th</sup> December 2024, settlement will be delayed until 15 January 2025. For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Recission 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:-

22.3.1. Vendors legal fees pursuant to Special Condition 20;

22.3.2. Penalty interest pursuant to Special Condition 13.

---

## 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: 7 PLOUGH ST, MERNDA**

**Vendor: DAVID LEE ASTBURY & JADE EVANS**

**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>DAVID LEE ASTBURY &amp; JADE EVANS</b>
----------------	---

<b>Property:</b>	<b>7 PLOUGH STREET, MERNDA VIC 3754</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**

**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	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<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	Date:  OR  <input 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*

See attached Notice

**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 :

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input 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 that 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 Buildings 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**

**07/09/2024**

**Name of the Vendor**

**DAVID LEE ASTBURY**

**JADE EVANS**

**Signature/s of the Vendor**

*David Astbury*

x



x

**06/09/2024**

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

**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 2

VOLUME 11535 FOLIO 158

Security no : 124117078541U  
Produced 31/07/2024 06:04 PM

### LAND DESCRIPTION

Lot 6756 on Plan of Subdivision 711375Q.  
PARENT TITLE Volume 11488 Folio 228  
Created by instrument PS711375Q 21/11/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
DAVID LEE ASTBURY  
JADE EVANS both of UNIT 2 104 HOLT PARADE BUNDOORA VIC 3083  
AL601192V 06/01/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW836412B 17/05/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS711375Q 21/11/2014

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  
AK014881C 09/11/2012

AGREEMENT Section 173 Planning and Environment Act 1987  
AL478499Y 11/11/2014

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390550V 01/07/2020

### DIAGRAM LOCATION

SEE PS711375Q 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: 7 PLOUGH STREET MERNDA VIC 3754

### ADMINISTRATIVE NOTICES

NIL



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

---

Page 2 of 2

eCT Control 24572Q COMMONWEALTH BANK OF AUSTRALIA  
Effective from 17/05/2023

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>PS711375Q</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>01/08/2024 10:58</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>	LV use only <b>EDITION 1</b>	Plan Number <b>PS 711375Q</b>
Location of Land Parish: YAN YEAN  Township: MERNDA Section: 2 Crown Allotment: 3A (PART) Crown Portion: - Title Reference: VOL 11488 FOL 228  Last Plan Reference: LOT E ON PS721510F  Postal Address: AINSLIE RISE (at time of subdivision) MERNDA 3754  MGA 94 Co-ordinates E 330 560 (of approx. centre of land in plan) N 5 838 400      Zone: 55	Council Name: WHITTLESEA CITY COUNCIL Council Ref:	

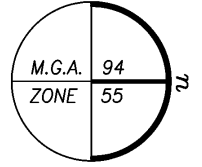
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging	This is/is not a staged subdivision Planning Permit No. 713741
ROAD R1	WHITTLESEA CITY COUNCIL	<b>Survey</b>	This plan is/ <del>is not</del> based on survey VIDE PS646780R This survey has been connected to permanent marks no(s) 20, 31, 97 In Proclaimed Survey Area No. 74 <b>Depth Limitation 15.24m APPLIES TO ALL LAND IN THIS PLAN</b>
LOTS 1 TO 6727 (BOTH INCLUSIVE), 6744, 6757, 6758 AND 6759 HAVE BEEN OMITTED FROM THIS PLAN AREA OF LAND SUBDIVIDED - 2.104ha			

**Easement Information**

**Legend:**      E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A - Appurtenant Easement      R - Encumbering Easement (Road)

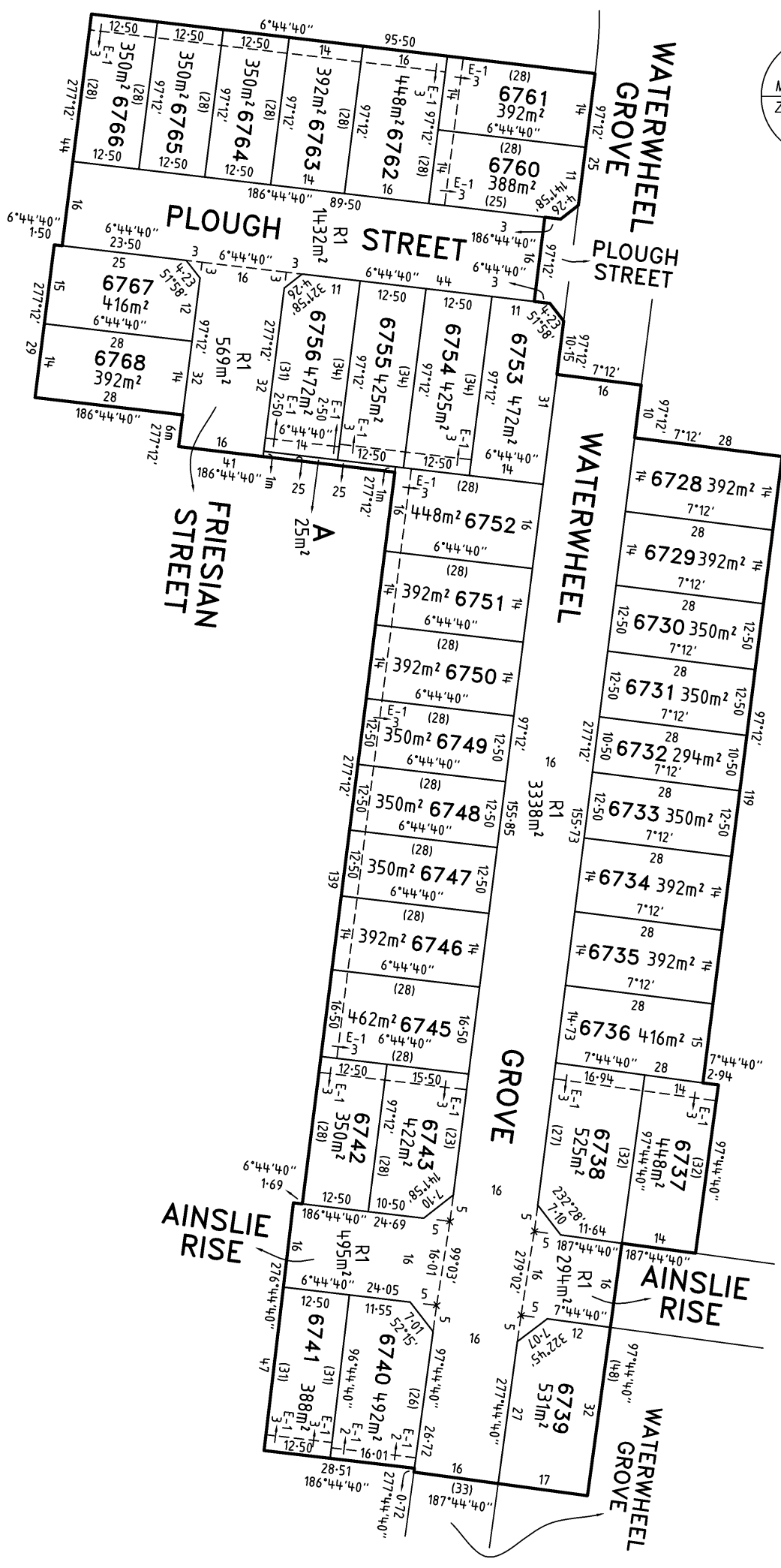
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION

<b>MERNDA VILLAGES - 67B</b> <b>37 LOTS &amp; BALANCE LOT A</b>  <b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR (PRINT)    ANDREW J. REAY  SIGNATURE ..... DIGITALLY SIGNED .....    DATE    /    /  REF 26356673      20/10/14      VERSION Q DWG 2635667AQ	Sheet 1 of 5 sheets Original sheet size A3  PLAN REGISTERED: TIME: 11.13AM DATE: 21/11/2014 GARY M ROBERTSON Assistant Registrar of Titles
---	---	---



PLAN OF SUBDIVISION

Plan Number  
**PS 711375Q**



# PLAN OF SUBDIVISION

Plan Number  
**PS 711375Q**

## CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

## DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
6728	6729
6729	6728, 6730
6730	6729, 6731
6731	6730, 6732
6732	6731, 6733
6733	6732, 6734
6734	6733, 6735
6735	6734, 6736
6736	6735, 6737, 6738
6737	6736, 6738
6738	6736, 6737
6739	6738
6740	6741
6741	6740
6742	6743, 6745
6743	6742, 6745
6745	6742, 6743, 6746
6746	6745, 6747
6747	6746, 6748

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
6748	6747, 6749
6749	6748, 6750
6750	6749, 6751
6751	6750, 6752
6752	6751, 6753, 6754, 6755
6753	6752, 6754
6754	6752, 6753, 6755
6755	6752, 6754, 6756
6756	6755
6760	6761, 6762
6761	6760, 6762
6762	6760, 6761, 6763
6763	6762, 6764
6764	6763, 6765
6765	6764, 6766
6766	6765
6767	6768
6768	6767

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO AA2471.
2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
3. SHALL NOT ERECT ANY BUILDING OR PART OF A BUILDING THAT IS VISIBLE FROM A ROAD RESERVE OR OTHER RESERVE ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD BEFORE THE ISSUE OF THE BUILDING PERMIT.
4. THE REQUIREMENT FOR SUCH ENDORSEMENT BY STOCKLAND DEVELOPMENT PTY LTD SHALL CEASE TO HAVE EFFECT ON THE LOT TWO YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.
5. THIS RESTRICTION EXPIRES 10 YEARS AFTER THE ISSUE OF THE CERTIFICATE OF OCCUPANCY FOR A DWELLING ON A BURDENED LOT.

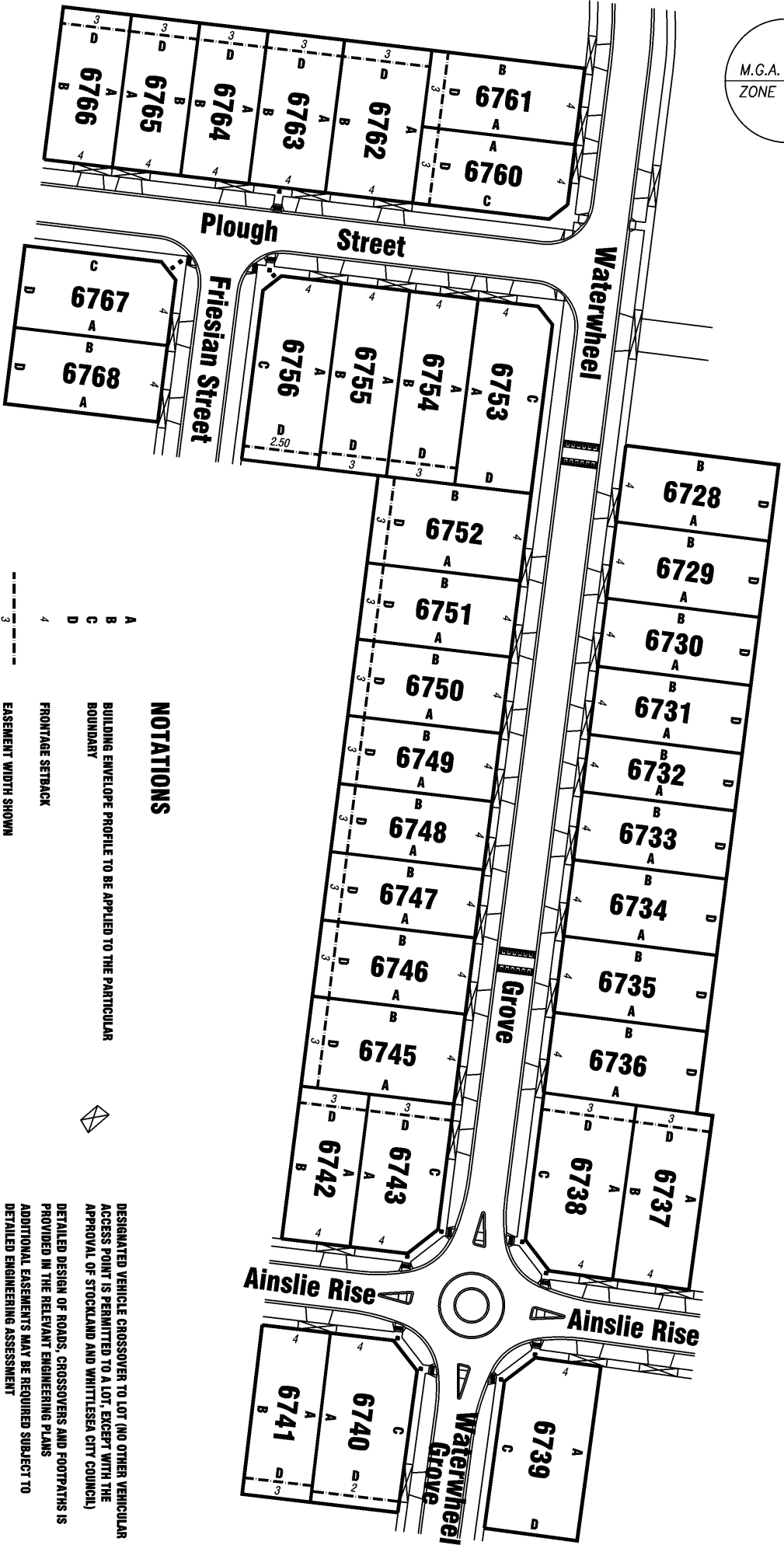
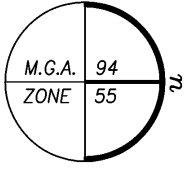
### MERENDA VILLAGES – 67B

**Bosco Jonson Pty Ltd**  
 A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



NOTE:  
 A BUILDING ENVELOPE PLAN REFERRED TO WITHIN THE MEMORANDUM OF COMMON PROVISIONS FORMS EITHER ADDITIONAL SHEETS WITHIN THIS PLAN OF SUBDIVISION OR AT LAND REGISTRY'S DISCRETION MAY BE REMOVED FROM THIS PLAN AND LODGED AS PART OF THE INSTRUMENT TO THIS PLAN.

ORIGINAL		SCALE	LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE . . . . . DATE / / REF 26356673 20/10/14 VERSION Q DWG 2635667AQ	Sheet 3
SCALE	SHEET SIZE A3	<p>LENGTHS ARE IN METRES</p>		



**BUILDING ENVELOPE PLAN**

Plan Number  
**PS 711375Q**

**NOTATIONS**

- A BUILDING ENVELOPE PROFILE TO BE APPLIED TO THE PARTICULAR
  - B BOUNDARY
  - C
  - D
  - FRONTAGE SETBACK
  - EASEMENT WIDTH SHOWN
  - LOT NUMBER **6728**
- DESIGNATED VEHICLE CROSSOVER TO LOT (NO OTHER VEHICULAR ACCESS POINT IS PERMITTED TO A LOT, EXCEPT WITH THE APPROVAL OF STOCKLAND AND WHITTLESEA CITY COUNCIL)
- DETAILED DESIGN OF ROADS, CROSSOVERS AND FOOTPATHS IS PROVIDED IN THE RELEVANT ENGINEERING PLANS
- ADDITIONAL EASEMENTS MAY BE REQUIRED SUBJECT TO DETAILED ENGINEERING ASSESSMENT
- DETAILED DESIGN OF LANDSCAPE WORKS IS PROVIDED IN THE RELEVANT LANDSCAPE PLANS
- ALL DETAILS SUBJECT TO APPROVAL BY MUNICIPAL COUNCIL

MERENDA VILLAGES – 67B

**Bosco Jonson Pty Ltd**

ABN 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE SHEET SIZE

1:750 A3

SCALE



LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE . . . . . DIGITALLY SIGNED

DATE / /

REF 26356673  
DWG 2635667A.Q

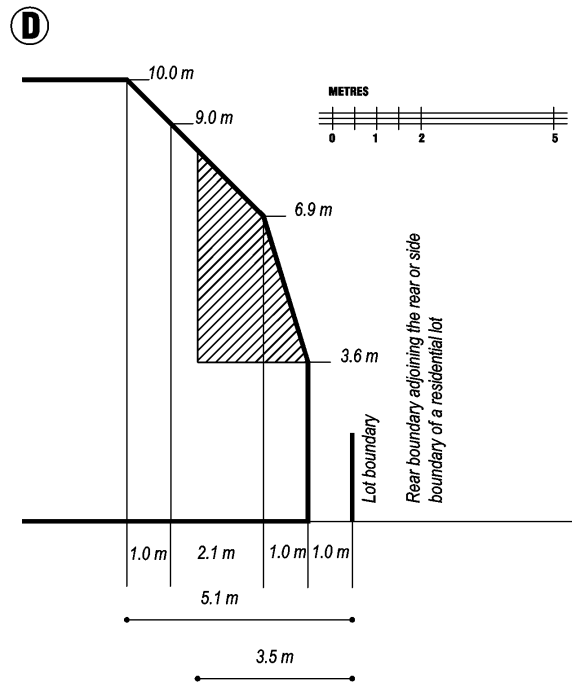
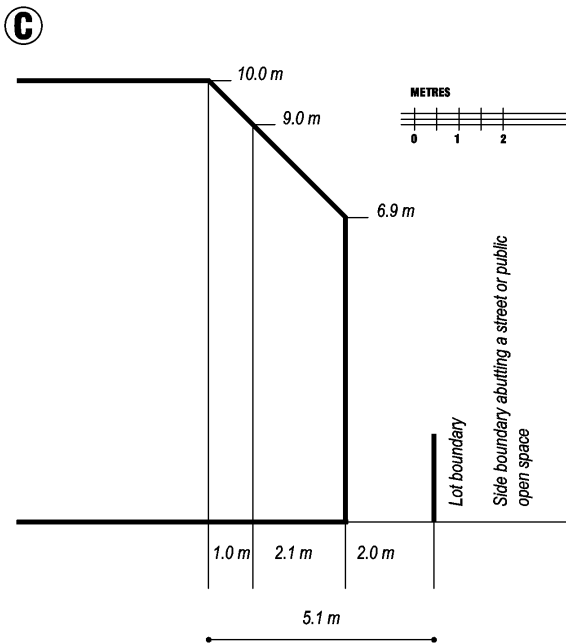
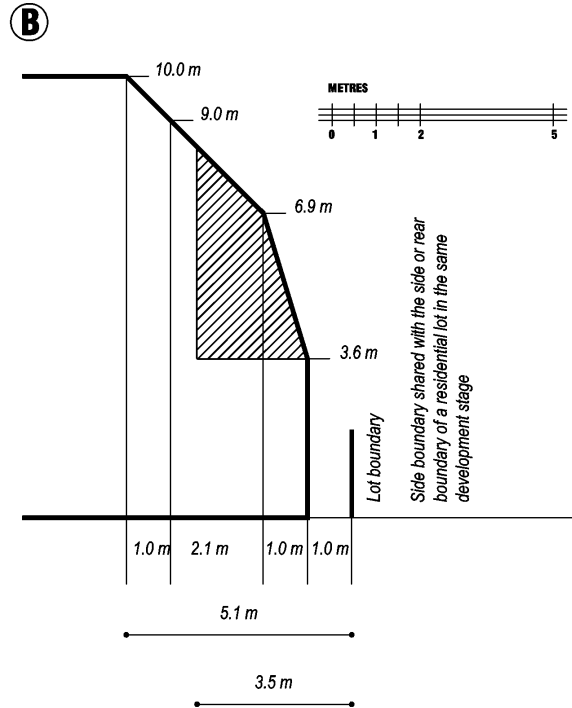
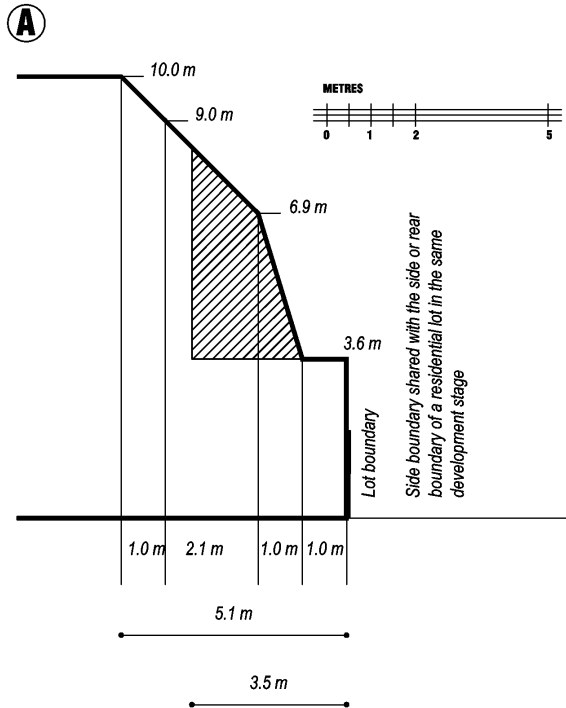
20/10/14

VERSION Q

Sheet 4

# BUILDING ENVELOPE PROFILE SHEET

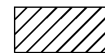
Plan Number  
**PS 711375Q**



## EASEMENT REQUIREMENT

m METRES

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.



**OVERLOOKING CONTROL AREA**  
(refer 'Overlooking' referenced in MCP)

**MERENDA VILLAGES – 67B**

**Bosco Jonson Pty Ltd**

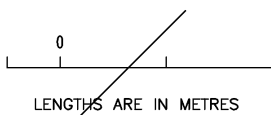
A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE  
A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 26356673 20/10/14 VERSION Q  
DWG 2635667AQ

Sheet 5

**Plan of Subdivision PS711375Q  
Certifying a New Version of an Existing Plan  
(Form 11)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S030245P  
Plan Number: PS711375Q  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608172  
Surveyor's Plan Version: Q

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 16/09/2014

**Public Open Space**

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

Has been made and the requirement has not been satisfied at Certification

Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 11/11/2014)

Digitally signed by Council Delegate: Carolyn Leatham  
Organisation: Whittlesea City Council  
Date: 30/10/2014

## Plan of Subdivision PS711375Q

### Statement of Compliance (Form 15)



Regulation 32(6) Subdivision (Procedures) Regulations 2011

Section 21

#### Subdivision Act 1988

To Stockland Development Pty Ltd, Level 7/452 Flinders Street, Melbourne, VIC, 3000

#### Statement of Compliance

SPEAR Reference Number: S030245P  
Council Ref. No.: 608172  
Office of Titles Plan No.: PS711375Q  
Surveyor's Plan Version: Q  
Original Date certified by Council: 16/09/2014 04:26:53 pm  
Date of Last recertification by Council: 30/10/2014 04:16:41 pm

This is a Statement of Compliance issued under section 21 of the **Subdivision Act 1988** for the whole of the above plan.

Requirements under Parts 2 and 3 of the **Subdivision Act 1988** have now been satisfied.

You should now lodge the certified plan for registration together with this statement at the Office of Titles in accordance with section 5 (3)(e) of the **Subdivision Act 1988**.

#### Public Open Space

At SOC a requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

This document issued by Carolyn Leatham of Whittlesea City Council and signed on 11/11/2014 at 12:33 pm



# 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>AL478499Y</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>31/07/2024 18:04</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.

# Application by a responsible authority for the making of a recording of an agreement

Section 181, Planning and Environment Act 1987

**AL478499Y**



Lodged by

Name: Stockland Development Pty Ltd

Phone: 9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja

Customer Code: 2944C

The responsible 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.

Land: *Volume 11488 Folio 228*

Responsible authority: *Whittlesea City Council*

Section and Act under which agreement made : Section 173

A copy of the agreement is attached to this application:

Date: 6/11/2014

Signature for responsible authority: *Roger Sucic*

Name of officer: *ROGER SUCIC*  
(full name)

Job Title: *MANAGER GROWTH AREA DEVELOPMENT ASSESSMENT*

CLAYTON UTZ

**AL478499Y**

11/11/2014 \$116.50 173



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

Stockland Development Pty Ltd (ACN 000 064 835)  
(Owner)

Whittlesea City Council  
(Responsible Authority)

Stage 67B Mernda Villages

Clayton Utz  
Lawyers  
Level 18 333 Collins Street Melbourne VIC 3000 Australia  
DX 38451 333 Collins VIC  
T +61 3 9286 6000 F +61 3 9629 8488

[www.claytonutz.com](http://www.claytonutz.com)

Our reference 210/14826/80127180

Legal\311237271.1



## Contents

1	<b>Definitions</b> .....	1
2.	<b>Interpretation</b> .....	2
3.	<b>Covenants</b> .....	2
4.	<b>Planning and Environment Act 1987</b> .....	3
	4.1 Section 173 .....	3
	4.2 Section 181 .....	3
5.	<b>Notices</b> .....	3
6.	<b>Costs</b> .....	3
7.	<b>General</b> .....	4
	7.1 Further Assurance .....	4
	7.2 Severability .....	4
	7.3 Governing Law .....	4
	7.4 Owners warranties.....	4
	7.5 Successors in title.....	4
	7.6 No Waiver .....	4
	7.7 No fettering of the Responsible Authorities Powers .....	4
	7.8 Commencement of agreement .....	5

AL478499Y



This Agreement made on 6 November 2014

**Parties:** **Stockland Development Pty Limited (ACN 000 064 835)** of Level 7, 452 Flinders Street Melbourne Vic 3000

**("Owner")**

**Whittlesea City Council** of Ferres Boulevard, South Morang 3752

**("Responsible Authority")**

**Background**

- A. The Owner is registered as proprietor of the Lot.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for development of the Lot and adjacent land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 25 of the Permit requires the Owner to enter into this Agreement in respect of the future maintenance and repair of all fences abutting open space or tree reserves.
- E. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- F. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

**Operative Provisions**

---

**1 Definitions**

The following words have these meanings in this Agreement unless the contrary intention appears:

**Act** means the **Planning and Environment Act 1987** and includes any relevant regulations.

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

**Lot** mean Lot 6728 on the Plan of Subdivision PS711375Q being part of the land more particularly described in Certificate of Title Volume 11488 Folio 228.

**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 Lot or any part of the Lot.

**Owner** means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Lots or part of the Lots to which this Agreement applies and includes a mortgagee in possession.

**Permit** means planning permit no. 713741 issued under the Scheme.

**Plan of Subdivision** means plan of subdivision no. PS711375Q.

**Reserve** means the reserved land abutting the boundaries of the Lot.

**Scheme** means the Whittlesea Planning Scheme.

**AL478499Y**



---

## 2. Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) 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;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

---

## 3. Covenants

The Owner covenants and agrees that the Owner:

- (a) will construct, at no cost to the Responsible Authority, all fences adjoining the Reserve, to the satisfaction of the Responsible Authority;
- (b) must maintain and repair (excluding the removal of graffiti or similar maintenance) the fence abutting the Reserve to the satisfaction of the Responsible Authority and will not seek any contribution from the Responsible Authority towards such cost, except where the damage is caused to the fence by the Responsible Authority or its representatives while it is undertaking maintenance works to the Reserve; and
- (c) will construct any replacement fence that may be erected adjoining the Reserve in a form which is in keeping with existing boundary fencing to the satisfaction of the Responsible Authority




---

## **4. Planning and Environment Act 1987**

### **4.1 Section 173**

The Responsible Authority 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 Lots may be used and developed pursuant to the Permit.

### **4.2 Section 181**

- (a) 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 Lots.
- (b) The Owner further covenants and agrees that:
  - (i) the Owner will do all things necessary to give effect to this Agreement;
  - (ii) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the Lots in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority 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.

---

## **5. Notices**

- (a) A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
  - (i) left at the address of the addressee; or
  - (ii) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (iii) by facsimile to the facsimile number nominated for that purpose by the party.
- (b) Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- (c) A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

---

## **6. Costs**

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



---

**7. General****7.1 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

**7.2 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 remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

**7.3 Governing Law**

- (a) This Agreement is governed by the law of Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**7.4 Owners 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 Lot which may be affected by this Agreement.

**7.5 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 Lot, successors in title shall be required to:

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

**7.6 No Waiver**

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

**7.7 No fettering of the Responsible Authorities Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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 Lot or relating to any use or development of the Lot.

**AL478499Y**

11/11/2014 \$116.50 173



5

**7.8 Commencement of agreement**

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

EXECUTED as a deed.

AL478499Y



Executed on behalf of STOCKLAND DEVELOPMENT PTY LTD (ACN 71 000 064 835) by

under Power of Attorney registration dated 11 / 05 / 11 who declares that he has no notice of revocation of the said Power of Attorney in the presence of:

*[Handwritten signature]*

Signature of Witness

ANTHONY SCAFIDI

Name of Witness in full

The Common Seal of WHITTLESEA CITY COUNCIL was hereto affixed on the day of with the authority of Council is affixed in the presence of:

*[Handwritten signature]*  
COUNCILOR DELEGATE

Chief Executive

*[Handwritten signature]*

Signature



ROGER SUCIC

Name (print)

Name (print)



# 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>AK014881C</b>
Number of Pages (excluding this cover sheet)	<b>18</b>
Document Assembled	<b>31/07/2024 18:04</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.

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

Section 181 Planning and Environment Act 1987

**AK014881C**



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:KZK: 5950029  
Customer Code: 1167E

The Responsible 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.

Land: Volume 11349 Folio 002 and Volume 11307 Folio 839

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

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

A copy of the Agreement is attached to this Application

Date: 29.10.12

Signature for Responsible Authority: George Sismanas

Name of officer: GEORGE SISMANAS

Position Held: MANAGER STRATEGIC PLANNING & DESIGN

**AK014881C**

09/11/2012 \$110.30 173



Date 19/9/2012



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
info@maddocks.com.au  
www.maddocks.com.au  
DX 259 Melbourne

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

**Subject Land: 405S Bridge Inn Road and 430T Masons Road, Mernda**

**Whittlesea City Council  
and**

**Stockland Development Pty Limited  
ACN 000 064 835**

Interstate office  
Sydney  
Affiliated offices around the world through the  
Advoc Asia network - www.advocasias.com





Maddocks

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

## AK014881C

Dated 19 / 9 / 2012

09/11/2012 \$110.30 173

### Parties

Name	<b>WHITTLESEA CITY COUNCIL</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835</b>
Address	Level 25, 133 Castlereagh Street, Sydney
Short name	<b>Owner</b>

### Background

- 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. Council has identified that part of the Subject Land is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land is transferred to or vested in Council for incorporation into the Quarry Hills Regional Park.
- D. Council and the Owner have agreed to jointly submit to the Minister that part of the Subject Land be included within the Urban Growth Boundary in return for the transfer into public ownership of part of the Subject Land for incorporation into the Quarry Hills Regional Park.
- E. Council and the Owner have agreed to enter into this Agreement to provide for the transfer of part of the Subject Land to Council upon the achievement of certain milestones.
- F. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park. The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.

### 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:













- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

---

**11. Commencement of Agreement**

This Agreement commences on the Approval Date.

---

**12. Ending of Agreement**

- 12.1 This Agreement ends:
  - 12.1.1 when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
  - 12.1.2 if the Amendment is not approved by the Minister in accordance with the Act within 2 years from the date of this Agreement;
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

**AK014881C**  
 09/11/2012 \$110.30 173  








Maddocks

---

**Annexure A – The Property Plan**

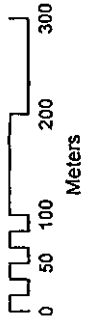
**AK014881C**

09/11/2012 \$110.30 173



# Quarry Hills

Scale at A3 - 1:5,000



16. 405 Bridge Inn Road

Total Area = 66.5Ha

UGB Area = 24Ha

Developable Area = 22.5Ha

Parkland = 20Ha

## AK014881C

09/11/2012

\$110.30

173



**City of  
Whittlesea**

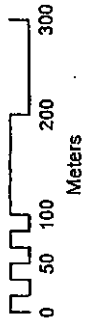


Civic Centre, Ferns Blvd  
South Morang Victoria 3752  
Locked Bag 1  
Bundoora VIC 3083



# Quarry Hills

Scale at A3 - 1:5,000



15. 430 Masons Road

Total Area = 62.5Ha

UGB Area = 15Ha

Developable Area = 28Ha

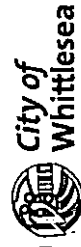
Parkland = 19.5Ha

## AK014881C

09/11/2012

\$110.30

173



Civic Centre, Fernes Blvd  
South Morang Victoria 3752  
Locked Bag 1  
Bundoora MDC 3083





Maddocks

---

## Annexure B – The Quarry Hills Regional Park Plan

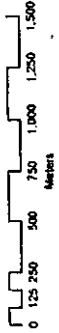
**AK014881C**

09/11/2012 \$110.30 173



# Quarry Hills

Scale at A3 - 1:25,000



Quarry Hills Regional Park Plan

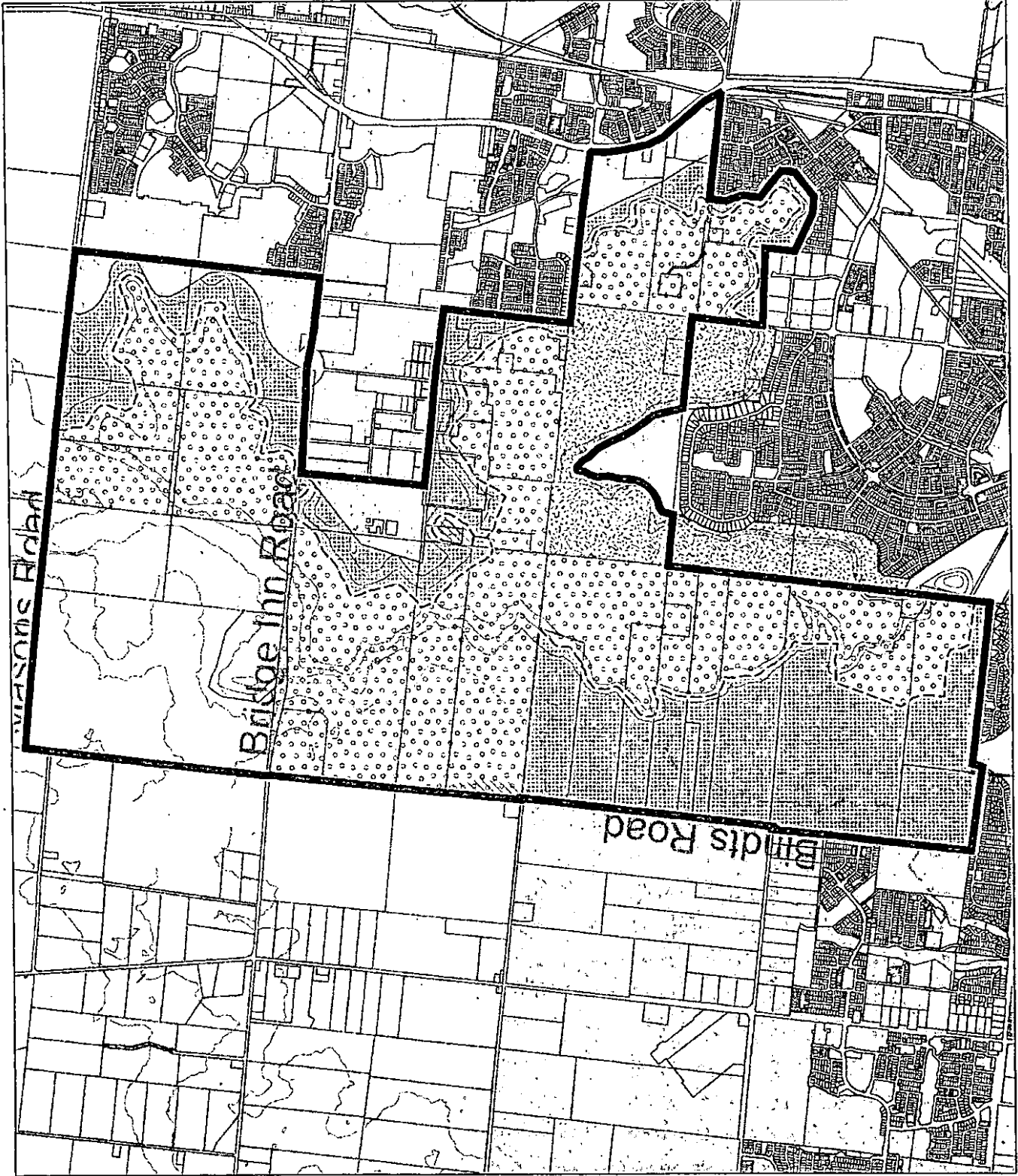
## AK014881C

09/11/2012 \$110.30 173

- Land within existing Urban Growth Boundary
- Quarry Hills/Darebin Creek Study Area
- Potential Urban Land
- Existing Quarry Hills Parkland
- Proposed Quarry Hills Parkland



Civic Centre, Ferris Blvd  
 South Morang Victoria 3752  
 Locked Bag 1  
 Bundoora MDC 3083





# 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>AT390550V</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>31/07/2024 18:04</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.

# Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

## Privacy Collection Statement

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

**AT390550V**

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Land: (volume and folio)

*SEE ATTACHMENT*

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
8 NICHOLSON ST, EAST MELBOURNE 3002*

Signing:

Executed on behalf of *JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING*

Signer Name *WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,  
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Signature *[Handwritten Signature]*

Execution Date *1/July/2020*

Full Name of Witness

*ANGUS WILLIAMSON*

Witness Signature

*[Handwritten Witness Signature]*

35271702A

MSA1

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# AT390550V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
2653/464	10115/393	11047/273	11216/119	11327/532	11535/158	11650/540
4382/319	10119/142	11047/283	11222/363	11327/534	11535/167	11650/542
7277/277	10124/982	11047/285	11222/371	11327/543	11535/574	11650/560
7700/179	10179/787	11047/293	11222/379	11328/138	11535/592	11650/566
8037/972	10184/821	11047/313	11227/041	11328/153	11535/595	11653/727
8105/076	10252/428	11047/320	11227/728	11328/162	11535/597	11653/728
8137/484	10252/429	11047/326	11228/604	11328/164	11538/135	11653/730
8180/831	10257/263	11047/337	11228/608	11328/173	11538/145	11653/732
8194/233	10262/461	11048/525	11228/610	11328/178	11538/148	11653/756
8368/998	10268/652	11050/100	11228/612	11328/183	11538/154	11653/766
8372/796	10270/194	11050/104	11228/936	11330/660	11543/278	11654/330
8378/217	10291/918	11050/116	11228/947	11330/663	11545/380	11654/351
8426/619	10316/350	11054/776	11228/948	11330/664	11545/381	11654/352
8439/979	10323/335	11054/777	11228/949	11330/672	11545/383	11654/364
8485/504	10325/981	11060/087	11228/955	11330/680	11545/398	11654/372
8485/542	10325/984	11060/099	11228/962	11330/683	11545/989	11654/374
8499/604	10346/420	11060/114	11228/968	11331/048	11546/484	11654/380
8506/149	10354/999	11062/858	11228/983	11331/050	11546/491	11654/392
8506/207	10359/314	11062/863	11228/986	11331/057	11546/499	11655/211
8506/208	10369/870	11062/871	11229/771	11331/058	11546/506	11655/213
8507/745	10397/867	11062/877	11232/821	11331/064	11546/510	11655/220
8521/747	10425/897	11072/356	11233/574	11333/882	11546/512	11655/224
8521/762	10526/721	11072/359	11233/585	11333/884	11546/540	11655/235
8521/773	10562/153	11072/362	11233/586	11333/886	11546/551	11659/538
8532/426	10578/614	11075/441	11239/317	11333/887	11546/552	11659/544
8536/429	10599/627	11075/453	11239/322	11333/890	11546/566	11660/668
8541/357	10601/456	11075/955	11239/333	11333/893	11546/597	11660/750
8553/432	10610/007	11075/958	11239/336	11333/910	11546/599	11660/755
8559/082	10611/397	11075/978	11239/338	11333/911	11546/603	11660/763
8570/018	10632/738	11075/989	11239/344	11333/919	11546/609	11660/768
8570/027	10655/732	11076/428	11240/427	11333/921	11546/627	11660/770
8570/028	10680/403	11080/728	11240/428	11333/923	11546/635	11660/776
8570/029	10706/751	11080/729	11240/430	11333/928	11546/644	11660/781
8576/180	10706/755	11080/730	11240/970	11335/771	11547/026	11660/783
8577/355	10706/764	11080/749	11240/971	11335/779	11547/028	11660/796
8587/712	10707/229	11085/144	11240/975	11335/789	11553/511	11660/798
8619/433	10707/246	11085/162	11240/981	11335/815	11560/378	11660/803
8623/218	10758/817	11087/968	11241/001	11335/822	11572/416	11679/678
8683/625	10765/318	11100/906	11241/620	11335/823	11572/421	11679/683
8695/978	10800/155	11100/923	11242/647	11336/015	11572/741	11679/690
8708/229	10811/647	11100/933	11242/655	11336/016	11572/747	11680/510
8739/787	10811/651	11101/434	11242/656	11336/018	11572/748	11680/512
8742/593	10811/659	11101/445	11242/657	11336/045	11572/752	11688/540
8742/594	10811/662	11101/454	11242/672	11336/050	11572/758	11688/552
8755/778	10811/674	11115/575	11243/801	11346/635	11573/859	11688/557

# AT390550V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8757/998	10811/686	11117/092	11243/802	11348/198	11573/863	11688/558
8758/355	10811/696	11117/467	11243/803	11349/382	11578/552	11688/560
8772/323	10811/717	11119/308	11243/809	11349/398	11578/796	11688/645
8807/339	10811/718	11121/423	11243/810	11349/399	11578/800	11688/656
8810/696	10811/740	11121/443	11243/813	11349/404	11578/810	11688/668
8814/273	10811/747	11121/451	11243/827	11360/784	11586/949	11688/671
8819/814	10811/755	11122/026	11243/829	11360/785	11586/953	11688/680
8836/830	10811/766	11122/040	11243/830	11360/786	11588/380	11688/690
8836/831	10813/374	11122/044	11243/842	11367/080	11588/384	11688/692
8855/800	10813/375	11122/047	11249/621	11369/333	11588/389	11688/693
8856/078	10852/867	11132/697	11249/637	11369/337	11588/394	11688/699
8856/760	10852/901	11132/708	11249/647	11369/348	11588/400	11690/403
8882/851	10852/913	11132/713	11249/659	11369/359	11588/410	11690/410
8889/932	10853/326	11133/051	11252/194	11369/360	11588/412	11690/411
8889/985	10871/222	11133/059	11253/985	11369/361	11589/284	11690/417
8894/701	10871/228	11133/060	11258/933	11369/363	11589/322	11690/420
8900/272	10871/233	11133/067	11258/941	11376/529	11589/323	11690/443
8900/276	10871/249	11133/074	11258/948	11377/710	11595/845	11690/449
8900/299	10883/986	11134/432	11258/949	11382/530	11595/849	11690/512
8902/278	10883/987	11134/434	11263/339	11383/840	11604/822	11690/528
8908/714	10884/973	11134/435	11263/345	11387/998	11604/835	11690/737
8936/309	10893/026	11134/437	11263/372	11391/244	11604/846	11690/746
8943/578	10907/444	11134/457	11268/792	11391/247	11604/858	11690/748
8954/141	10907/446	11134/458	11268/822	11399/431	11604/862	11690/752
8968/229	10915/158	11134/459	11269/002	11403/335	11604/878	11690/765
8975/839	10919/765	11134/472	11269/009	11405/857	11604/879	11813/414
9013/888	10928/435	11134/504	11269/022	11405/858	11604/895	11813/416
9022/268	10928/438	11134/507	11269/030	11405/864	11606/160	11813/427
9026/543	10928/441	11134/509	11269/036	11417/107	11608/515	11813/431
9026/566	10928/443	11134/520	11269/037	11419/729	11608/585	11813/433
9050/392	10928/447	11138/562	11270/283	11425/935	11608/590	11813/448
9053/752	10931/285	11138/574	11270/299	11435/441	11608/596	11819/133
9056/395	10931/301	11138/594	11270/310	11436/455	11608/599	11819/136
9070/226	10931/302	11151/578	11270/312	11437/726	11608/613	11819/148
9070/722	10931/329	11151/582	11271/071	11437/733	11608/615	11819/152
9083/619	10946/874	11156/967	11271/076	11446/642	11608/616	11819/163
9109/400	10947/757	11156/971	11271/080	11446/643	11620/150	11819/172
9120/405	10947/764	11156/975	11271/186	11458/648	11621/803	11819/193
9153/090	10947/779	11156/984	11274/506	11462/905	11628/087	11819/199
9181/674	10947/789	11156/989	11274/519	11474/619	11628/774	11820/012
9217/201	10947/792	11160/404	11274/726	11475/033	11628/781	11820/037
9239/307	10947/812	11160/421	11274/730	11475/034	11629/093	11820/056
9242/667	10947/829	11160/424	11274/739	11482/886	11629/098	11820/057
9286/989	10947/831	11161/345	11274/744	11488/465	11632/104	11820/067
9297/658	10952/243	11161/348	11274/747	11488/469	11632/108	11820/140

# AT390550V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9313/324	10952/252	11161/371	11274/759	11488/483	11632/120	11820/146
9330/231	10961/142	11161/374	11275/153	11488/491	11632/132	11820/177
9341/959	10961/146	11162/935	11277/709	11488/543	11632/136	11824/237
9358/198	10961/147	11164/783	11277/710	11488/664	11632/152	11824/242
9361/565	10961/149	11165/261	11277/713	11488/676	11632/167	11824/245
9428/262	10963/352	11165/290	11277/728	11491/983	11632/174	11824/252
9428/650	10964/020	11165/295	11277/732	11492/772	11632/348	11824/255
9434/232	10964/041	11165/303	11282/075	11492/965	11635/066	11824/258
9437/677	10972/793	11165/309	11289/999	11493/206	11637/670	11826/139
9443/117	10972/796	11165/310	11290/008	11493/214	11637/682	11826/146
9464/478	10981/952	11166/717	11290/011	11493/279	11637/690	11826/150
9491/069	10987/972	11166/722	11290/014	11493/281	11637/703	11826/160
9535/088	10988/005	11166/732	11290/017	11493/285	11637/705	12019/534
9541/065	10988/008	11166/733	11290/019	11499/106	11637/708	12019/539
9550/779	10988/012	11167/950	11290/022	11499/108	11637/721	12019/542
9585/871	10988/018	11171/922	11290/026	11499/231	11637/725	12019/571
9623/616	10988/035	11171/927	11295/470	11499/882	11641/264	12019/719
9630/212	10988/044	11171/937	11300/095	11499/886	11641/388	12019/722
9630/373	10988/047	11171/968	11300/098	11503/254	11641/400	12026/969
9644/523	10988/053	11171/971	11300/100	11506/132	11643/308	12031/722
9673/427	10994/262	11171/972	11300/102	11506/135	11643/311	12035/300
9694/335	11002/503	11178/273	11300/348	11506/140	11643/312	12035/805
9695/883	11002/505	11180/539	11300/366	11507/202	11643/317	12036/947
9714/156	11002/510	11188/809	11300/367	11507/209	11643/318	12036/953
9726/419	11002/512	11188/840	11300/369	11511/167	11643/323	12036/994
9728/547	11002/513	11188/844	11301/619	11511/177	11643/330	12037/467
9762/886	11002/518	11189/739	11301/630	11513/004	11643/332	12039/070
9763/162	11003/003	11189/743	11309/129	11515/197	11643/335	12039/370
9768/570	11003/006	11189/745	11309/131	11519/951	11643/343	12039/535
9769/306	11003/011	11189/757	11309/135	11519/959	11643/344	12040/536
9801/662	11003/449	11194/941	11309/141	11519/977	11643/449	12041/179
9823/383	11003/456	11194/942	11309/150	11520/349	11643/454	12043/039
9823/780	11003/463	11194/944	11313/376	11520/419	11643/462	12043/044
9824/685	11003/466	11194/953	11313/888	11520/423	11643/471	12047/273
9909/861	11010/926	11194/956	11313/891	11520/435	11643/476	12047/277
9947/123	11016/431	11194/960	11313/896	11521/658	11643/492	12047/753
9957/042	11016/437	11197/662	11314/160	11521/918	11643/799	12047/892
9957/072	11016/441	11198/848	11314/167	11530/117	11646/529	12050/170
9970/944	11016/443	11200/852	11314/168	11530/141	11646/531	12050/171
9970/948	11016/444	11200/860	11314/171	11530/910	11646/538	12050/175
9970/951	11016/452	11201/249	11314/179	11530/911	11646/543	12050/570
9986/445	11016/453	11201/255	11314/180	11530/926	11646/561	12051/165
9987/219	11016/509	11201/256	11314/186	11530/928	11646/573	12051/167
9987/221	11016/511	11201/265	11314/681	11530/932	11647/941	12051/177
10000/890	11016/522	11201/269	11318/974	11530/942	11649/700	12052/012

# AT390550V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
10034/900	11018/826	11206/694	11318/987	11531/245	11649/712	12052/220
10040/048	11018/832	11206/698	11320/098	11535/139	11649/713	12053/382
10040/050	11018/857	11208/804	11322/296	11535/145	11649/714	12053/386
10042/477	11018/871	11211/104	11322/302	11535/146	11649/746	12053/388
10057/644	11026/473	11211/120	11322/319	11535/148	11649/764	12053/429
10075/489	11027/394	11216/110	11325/246	11535/153	11650/523	12059/003
10109/637	11029/160	11216/113	11325/538	11535/154	11650/526	12060/710
10114/204	11029/162	11216/117	11327/530	11535/156	11650/535	

# Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

☎ NRS 133 677 ask for (03) 9217 2170

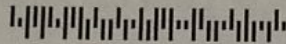
📞 Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au

Issue Date 25/08/2023

**Assessment Number**  
**0913467**

For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: 2EF6F3DC4Z



J Evans & D Astbury  
7 Plough Street  
MERNDA VIC 3754



025  
I015617  
R4\_2889

Terms and  
Conditions apply

\$30

Hard Waste

Green Waste

Green Waste

Green Waste

Green Waste

Timber Waste

Timber Waste

Timber Waste

Timber Waste

Timber Waste

Timber Waste

Brick & Rubble Waste

Brick & Rubble Waste

Brick & Rubble Waste

Brick & Rubble Waste

**Property Details** 7 Plough Street MERNDA VIC 3754  
LOT 6756 PS 711375Q  
Owner : J Evans & D Astbury

**Valuation Details**

Site Value	Capital Improved Value	Net Annual Value
\$390,000	\$650,000	\$32,500
Level of value date 01/01/2023		Valuation operative date 01/07/2023
AVPCC 110 Detached Dwelling		

**Rates and Charges**

Council Charges		
General rate 32,500 x 0.04724460		\$1,535.45
Food/Green waste bin charge 1 x 105.15		\$105.15
Waste Service Charge (Res/Rural) 1 x 171.45		\$171.45
State Government Charges		
Fire services charge (Res) 1 x		\$125.00
Fire services levy (Res) 650,000 x 0.00004600		\$29.90
Waste Landfill Levy Res/Rural 1 x 11.85		\$11.85
<b>Total</b>		<b>\$1,978.80</b>

**INSTALMENT 1**  
\* **\$496.80**  
Due By 30/09/2023

**INSTALMENT 2**  
**\$494.00**  
Due By 30/11/2023

**INSTALMENT 3**  
**\$494.00**  
Due By 28/02/2024

**INSTALMENT 4**  
**\$494.00**  
Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**  
**\$1,978.80**  
Due By 15/02/2024



Payments received after 15 August 2023 may not be included on this notice



Scan here to pay



**Where to pay**  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)



**Phone 1300 301 185**



**Council Offices**  
Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).

**Bill Code: 5157**  
**Ref: 0913467**

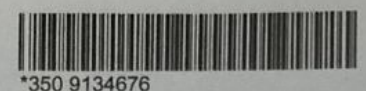
BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 0913467

**Post Billpay**  
**Billpay Code: 0350**  
**Ref: 9134676**

Pay in person at any post office, phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)  
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 9134676



\*350 9134676

31st July 2024

Rock Conveyancing Services C/- Triconvey2 (Reselle  
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	7 PLOUGH STREET MERNDA 3754
<b>Applicant</b>	Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA
<b>Information Statement</b>	30871646
<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
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](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	7 PLOUGH STREET MERNDA 3754
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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	7 PLOUGH STREET MERNDA 3754
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

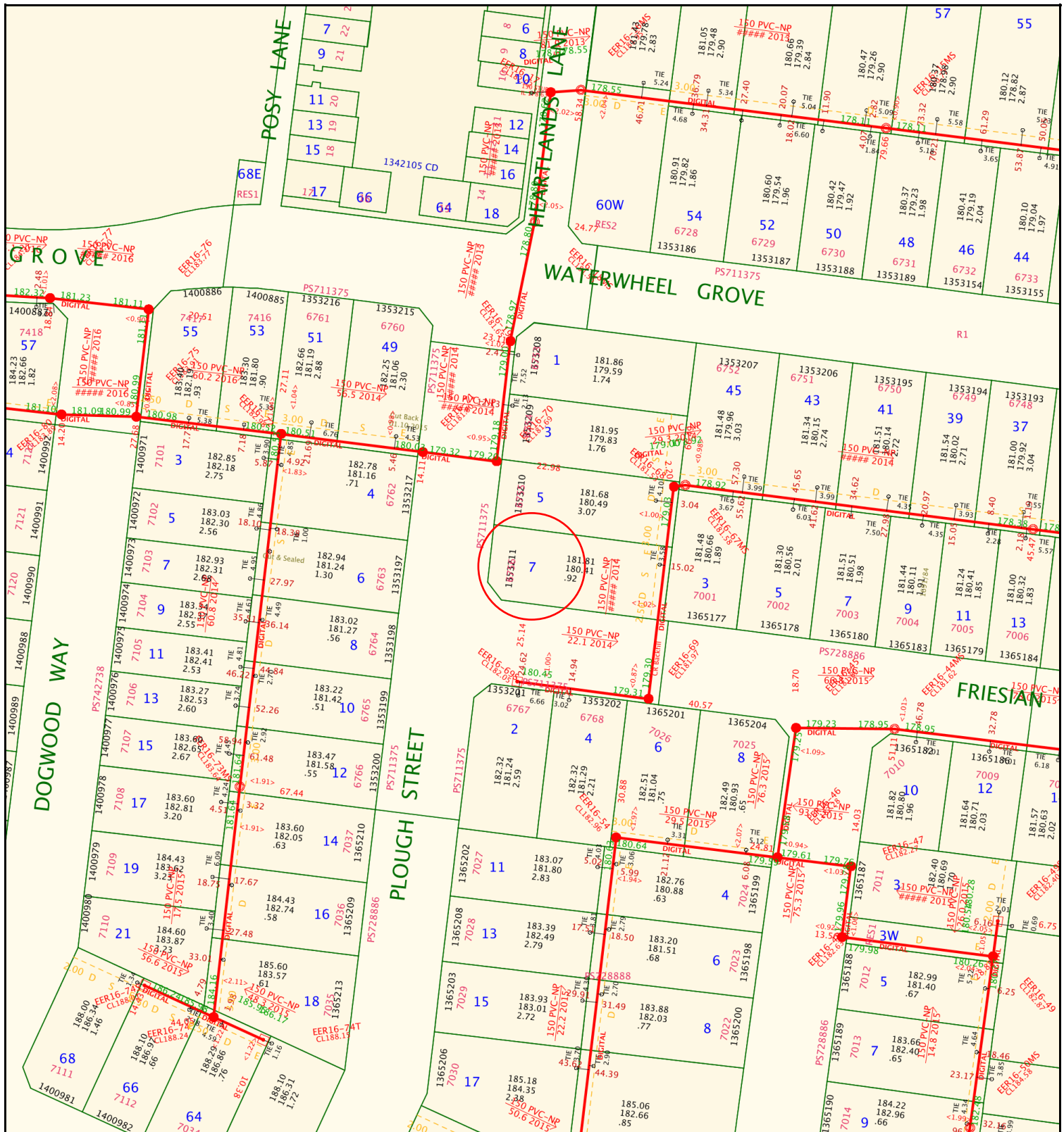
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30871646**

<b>Address</b>	7 PLOUGH STREET MERNDA 3754
<b>Date</b>	31/07/2024
<b>Scale</b>	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<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;

17th February 2015

**Application ID: 158722**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

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

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1353211

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

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

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

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

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

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

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

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

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

## **SEWER**

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and

- inspecting our assets or works to see if such damage has been caused.

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

## RATES CERTIFICATE

**Account No:** 9526479161  
**Rate Certificate No:** 30871646

**Date of Issue:** 31/07/2024  
**Your Ref:** 657738

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 PLOUGH ST, MERNDA VIC 3754	6756\PS711375	5103803	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 35.000000kL x \$3.34380000 = \$117.03</i> Estimated Average Daily Usage \$1.41	17-02-2024 to 10-05-2024	\$117.03	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$140.10
	<b>Total for This Property</b>		\$280.46



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.

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

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

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

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

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

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

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

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:** 5103803

**Address:** 7 PLOUGH ST, MERNDA VIC 3754

**Water Information Statement Number:** 30871646

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 95264791613

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 August 2024 10:34 AM

## PROPERTY DETAILS

Address: **7 PLOUGH STREET MERNDA 3754**  
 Lot and Plan Number: **Lot 6756 PS711375**  
 Standard Parcel Identifier (SPI): **6756\PS711375**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **913467**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 390 D6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

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

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



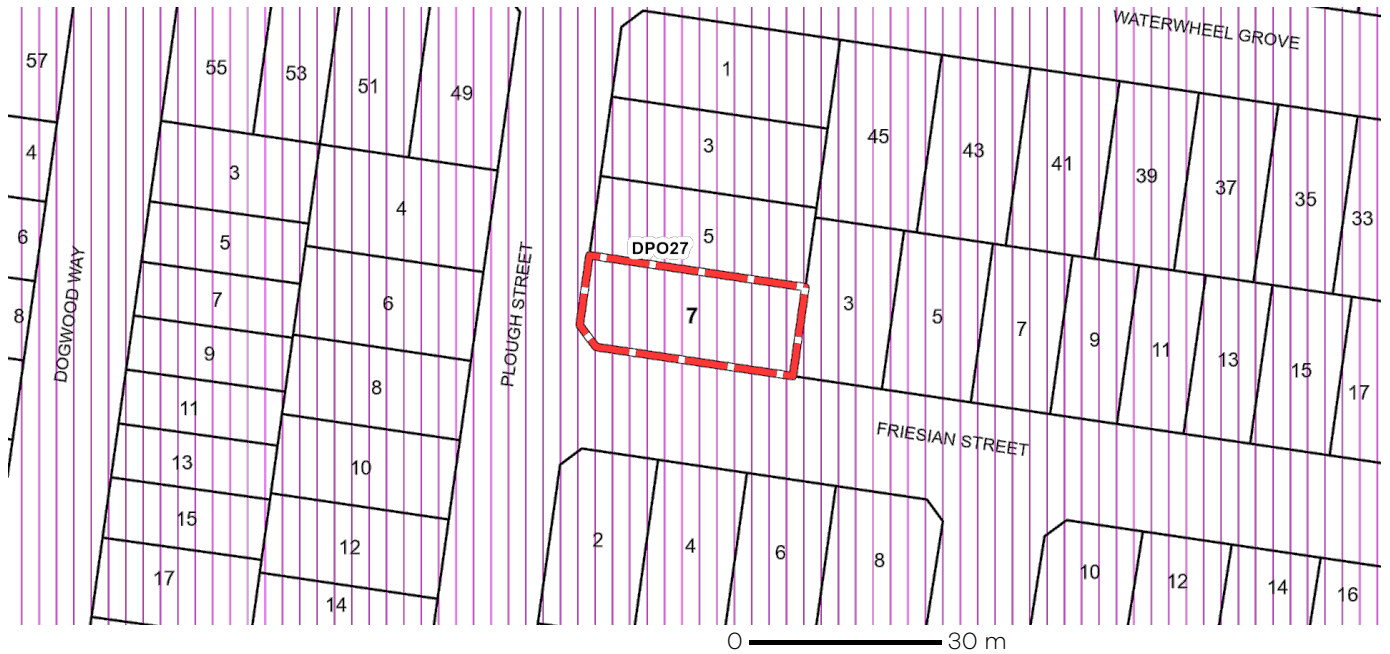
**GRZ - General Residential**

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 27 (DPO27)

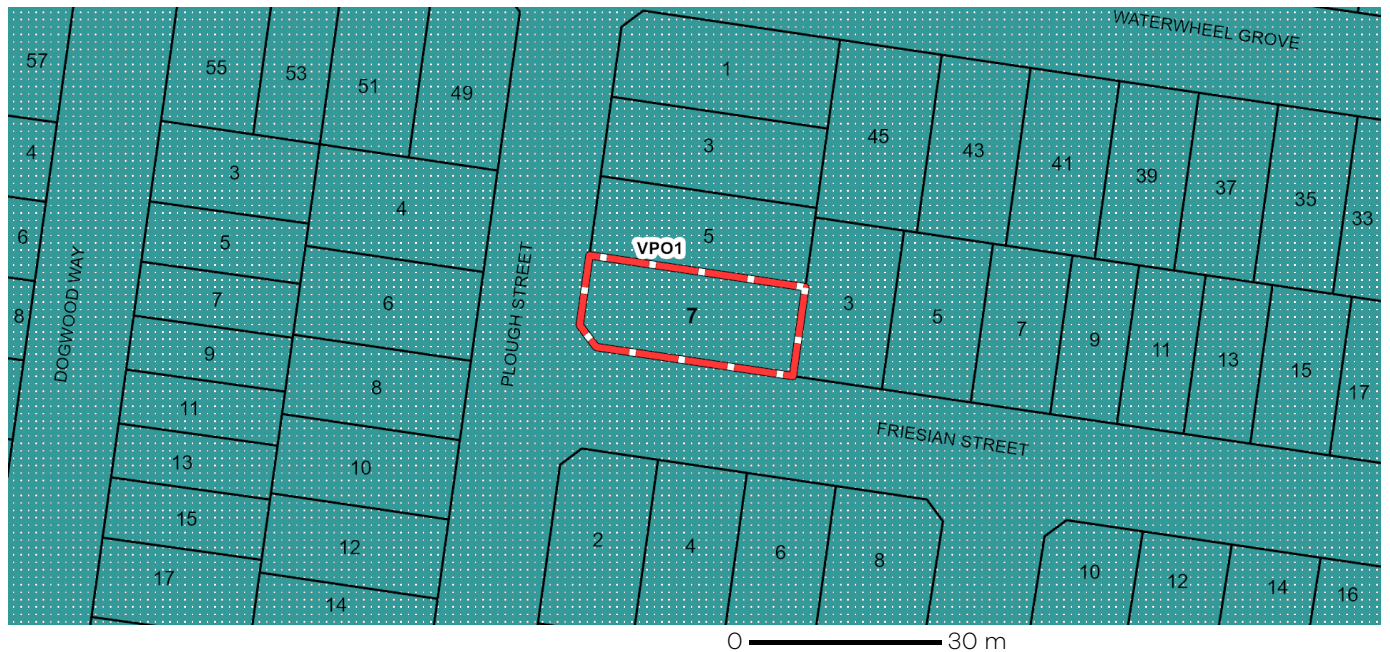


**DPO - Development Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



**VPO - Vegetation Protection Overlay**

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

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

## Designated Bushfire Prone Areas

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

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

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



**Designated Bushfire Prone Areas**

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

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

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

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

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