

IMPORTANT NOTICE TO INTERESTED PURCHASERS

The information herein has been supplied to us. Harcourts Rata & Co accepts no responsibility for any omissions or errors in the documentation. It is possible that further details and/or changes relating to the documentation may be included later prior to the sale of the property.

Purchaser(s) are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

While all care has been taken to ensure the marketing information provided is correct, Harcourts Rata & Co makes no representations or warranties regarding the property and accepts no responsibility for any inaccuracies.

Purchaser(s) acknowledge that there are no terms, conditions, representations or warranties relating to the sale which they have relied upon in entering into this Contract except those included in this Contract.

Material Facts: Purchaser(s) acknowledge that they have referred to the Contract of Sale and Vendor Statement/Section 32 for Material Facts.

Purchaser(s) declare that they are not a spouse/domestic partner, sister/brother, mother/father, son/daughter or grandparent of any Harcourts Rata & Co employee, agents representative or licensed estate agent at the time of signing this contract.

Purchaser(s) consent to sales contracts, lease agreements, authorities and any other legally binding paperwork being signed electronically in accordance with the *Electronic Transactions (Victoria) Act 2000*.

The Purchaser(s) consents to Harcourts Rata & Co providing personal information for the purposes of marketing and services to the following: Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts franchisees, Melbourne Real Estate Conveyancing, ConnectNow, or any other utility connection service provider, a supplier and/or affiliate of Harcourts Rata & Co and to respond to any enquiries the Agent receives from Consumer Affairs Victoria, REIV or any other governing body including banking institutions or government regulatory bodies in relation to any anti-money laundering investigations.

By signing below, Purchaser(s) acknowledge that they have read and understood the above notice and terms and conditions on the Privacy and Acknowledgement page of our website: www.rataandco.com.au, and that they have been given an opportunity to seek independent legal advice in regards to this document, the contract of sale, the vendor statement or any other document signed herein.

Signed By Purchaser(1):

X _____ / ____/____/20____

Contact Phone: _____

Email Address:

Signed By Purchaser(2):

X _____ / ____/____/20____

PROSPECTIVE BUYERS PLEASE NOTE

If you intend to bid at Auction, you will be required to pay a 10% deposit upon signing the Contract of Sale, on the day of Auction. Any other arrangements must be agreed to by the agent/vendor, prior to Auction.

Should the purchaser exercise the right to cool off then the purchaser will be required to pay a \$15 fee per transaction.



Contract of Sale of Land

Property address: 38 Faculty Avenue, Donnybrook, Victoria 3064

Vendor: Sarah Louise D'Arienzo

Purchaser:

Prepared by
Tahlia Hoegel Conveyancing
Suite 14, 3A Westside Avenue
Port Melbourne VIC 3207

Email: tahlia@thconveyancing.com.au
Ref: TH:LM:25:0294

Contract of Sale of Land

Property address: 38 Faculty Avenue, Donnybrook, Victoria 3064

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way, 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.

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.**

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

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

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

**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 section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and**
- **A copy of the full terms of this contract.**

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On / /

,
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On / /

SARAH LOUISE D'ARIENZO,
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name	Harcourts Rata & Co Thomastown	Phone	0448151014	Fax	
Address	Unit 1/337 Settlement Road, Thomastown, VIC 3074	Email	sold@rataandco.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Sarah Louise D'Arienzo	Name	Tahlia Hoegel Conveyancing		
		Address	Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207		
Address		Contact	Tahlia Hoegel		
		Email	tahlia@thconveyancing.cm.au		
ACN/ABN		Phone	0401 648 990	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 12197	Folio 818	515	PS817166K

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

38 Faculty Avenue, Donnybrook

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixtures and fittings of a permanent nature

PAYMENT

General condition 11

Price: \$

Plus GST: \$NIL

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By of which \$0.00 has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

No, because:

Vendor not registered or required to be registered

Existing residential premises

Not in the course or furtherance of an enterprise

Going concern

Farmland used for farming business or sale of subdivided farmland to an associate

Yes, because:

Purchaser entitled to input tax credit

Purchaser **NOT** entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

Vendor not registered or required to be registered

The premises are not new

The premises were created by substantial renovation

No withholding for potential residential land because:

Vendor not registered or required to be registered

The land includes a building used for commercial purposes

The purchaser is registered for GST and acquires the property for a creditable purpose

The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- Entitled to vacant possession.

OR

- Subject to a lease**, particulars of which are:
 - Attached; or
 - As follows:
-

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- Yes No
-

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

- 21 days **OR** 14 days from the contract date (approval period)

Lender:

Loan amount:

BUILDING AND PEST REPORT

Refer to the Special Conditions

This contract is subject to:

- Building report. Provider:
 - Pest report. Provider:
-

Special conditions

- Yes No

Special conditions are attached.

Special Conditions

1. Confidentiality

All information given to the purchaser in relation to the sale of the property is confidential and shall not be disclosed by the purchaser to any party other than to family, advisers, and mortgagees. The purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by family, advisers, and mortgagees.

2. Digital duty form

The vendor agrees to create a digital Land Transfer Duty Form within 14 days of the date hereof and to invite the purchaser to complete the form. If the vendor fails to comply with this special condition the purchaser may serve a Notice on the vendor requiring the vendor to comply with this special condition within 14 days.

3. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

4. Identity of the land

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

5. Solar panels

If there are solar panels, the purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

6. Disclosure of unapproved works

The vendor discloses to the purchaser that the vendor believes that the works have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: Shed built over easement without approval.

7. Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) if applicable, a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

8. Auction clause

If the property is sold by public auction, the property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

9. Swimming Pool/Spa

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool/spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool security or fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

10. Windfall Gains Tax (If Applicable)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

11. Purchaser Acknowledgements - Building Notice

The vendor advises and the purchaser acknowledges and accepts that if a building notice ("building notice") has been issued relating to cladding works at the property, details of which will be contained within the section 32 statement. The purchaser further acknowledges and accepts the information as detailed in the Owners Corporation Certificate also contained within the section 32 statement. The purchaser agrees that should any special levy be raised by the Owners Corporation following the signing of this contract they will be wholly responsible for the same whether or not they relate to any matter arising from the works being undertaken under the building notice. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

12. Building Permits

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold, or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or obtain any Permit or Final Inspection.

13. Builders Warranty Insurance

If Builder Warranty Insurance is *not* already included in the Vendor Statement attached hereto, then Builder Warranty Insurance either does not apply to this Property, or is not in the Vendor's possession and then General Condition 8 does not apply to this Contract.

14. Building Report

If the purchaser has opted for their offer to be subject to a building report, the purchaser has 7 days from the date of sale to meet this condition. In order to terminate the Contract of Sale under this clause, the purchaser must obtain a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect. The Purchaser must provide the Vendor a copy of

this report along with written notice ending the contact. The purchaser is unable to end the contract if they are in default.

15. Pest Report

If the purchaser has opted for their offer to be subject to a pest report, the purchaser has 7 days from the date of sale to meet this condition. In order to terminate the Contract of Sale under this clause, the purchaser must obtain 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. The Purchaser must provide the Vendor a copy of this report along with written notice ending the contact. The purchaser is unable to end the contract if they are in default.

16. Special Conditions

The Purchaser and the Vendor agree that if it is found that there is any inconsistency between the provisions set out in the General Conditions and the Special Conditions herein, then same and except for manifest error, to the extent of any inconsistency the Special Conditions will prevail and have priority over the General Conditions.

17. Owners Corporation Levies

The Purchaser agrees and acknowledges that any levies struck by the Owners Corporation on or after the Day of Sale shall be the responsibility of the Purchaser. If the Vendor pays such levies prior to settlement, the Purchaser shall reimburse the Vendor for the amount paid.

SARAH LOUISE D'ARIENZO

AND

AND

DEED OF GUARANTEE OF CONTRACT

Tahlia Hoegel Conveyancing

Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207

Phone: 0401 648 990

Email: tahlia@thconveyancing.com.au

Ref: TH:LM:25:0294

THIS DEED dated day of 2025

BETWEEN Sarah Louise D'Arienzo of , (Vendor)

AND of (Purchaser)

AND of (Guarantor)

RECITALS

- A. The vendor and purchaser have entered into a contract dated (select date) for sale of the property known as (insert property description).

- B. The vendor entered into the contract at the request of the guarantor, in consideration of the guarantee by the guarantor to:
 - a. perform all obligations of the purchaser under the contract; and

 - b. pay the vendor all money payable by the purchaser under the contract.

OPERATIVE PART

- 1. If the purchaser fails to pay the vendor any amount due under the contract, the guarantor will immediately pay that amount to the vendor.

- 2. The guarantor will perform any obligations under the contract that the purchaser fails to perform.

- 3. The guarantor is jointly and severally liable with the purchaser under the contract. The vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser.

- 4. Any extension of time or other forbearance granted by the vendor to the purchaser will not affect the liability of the guarantor.

- 5. This guarantee is binding on the guarantors, their executors, administrators and assignees.

-
6. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.
 7. The guarantor confirms having read the contract and this guarantee and having had the opportunity to obtain legal advice.

Execution page

EXECUTED AS A DEED

SIGNED, SEALED & DELIVERED BY Sarah
Louise D'Arienzo in the presence of:

Signature of witness

Signature

Print name of witness

SIGNED, SEALED & DELIVERED BY in the
presence of:

Signature of witness

Signature

Print name of witness

EXECUTED BY

Name:

Name:

Contract of sale of land 2025 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) 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
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
 - (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
 - (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
 - (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 101 of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor

pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.

- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) 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.
- (b) The default notice must:
- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
- A. The default is remedied; and
- B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
- A. The default is remedied; and
- B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
- (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
- (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (ii) The vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
- A. Retain the property and sue for damages for breach of contract; or
- B. 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
- (iv) 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

- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



Vendor Statement

Property address: 38 Faculty Avenue, Donnybrook, Victoria 3064

Vendor: Sarah Louise D'Arienzo

Purchaser:

Tahlia Hoegel Conveyancing

Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207

Phone: 0401 648 990

Email: tahlia@thconveyancing.com.au

Ref: TH:LM:25:0294

Vendor Statement

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

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

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land

38 Faculty Avenue, Donnybrook 3064

SIGNED BY THE VENDOR

Vendor's name

Sarah Louise D'Arienzo

Date

/ /

**Vendor's
signature**

SIGNED BY THE PURCHASER

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

SIGNED BY THE PURCHASER

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

FINANCIAL MATTERS

- (a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**
 - (i) Are contained in the attached certificate/s.

- (b) **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	
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Other particulars, including dates and times of payments:

- (c) **Terms contract**

This section 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.

- (d) **Sale subject to mortgage**

This section 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.

- (e) **Commercial and Industrial Property Tax Reform Act 2024**

(i) Is the land Tax Reform Scheme Land within the meaning of the Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii) The Australian Valuation Property Classification Code, within the meaning of the Act, most recently allocated to the land is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	AVPCC No. OR <input checked="" type="checkbox"/> Not applicable
(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Act is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	Entry Date: OR <input checked="" type="checkbox"/> Not applicable

INSURANCE

- (a) **Damage and destruction**

This section 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.

(b) **Owner builder**

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

Not Applicable.

LAND USE

(a) **Easements, covenants or other similar restrictions**

(i) A description of any easement, covenant or other similar restriction affecting the land, whether registered or unregistered:

Is in the attached copies of title documents.

Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Shed built over easement without approval.

(b) **Road access**

There is NO access to the property by road.

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) **Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or

contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) **Compulsory acquisition**

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

Not Applicable.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Are contained in the attached certificate.

OWNERS CORPORATION

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

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services 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 checked="" type="checkbox"/>
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TITLE

Attached are copies of the following documents:

(a) **Registered Title**

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

SUBDIVISION

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

This section 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.

DISCLOSURE OF ENERGY INFORMATION

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

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

Not Applicable.

DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

Additional information may be added to this section where there is insufficient space in any of the earlier sections.

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

VOLUME 12197 FOLIO 818

Security no : 124124699918P
Produced 22/05/2025 03:53 PM

LAND DESCRIPTION

Lot 515 on Plan of Subdivision 817166K.
PARENT TITLE Volume 12180 Folio 485
Created by instrument PS817166K 01/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SARAH LOUISE D'ARIENZO of 7 BICKLEY AVENUE THOMASTOWN VIC 3074
AT185753A 24/04/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX777374Y 29/02/2024
MACQUARIE BANK LTD

COVENANT PS817166K 01/04/2020

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

DIAGRAM LOCATION

SEE PS817166K 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: 38 FACULTY AVENUE DONNYBROOK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 29/02/2024

DOCUMENT END



Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS817166K
Number of Pages (excluding this cover sheet)	17
Document Assembled	22/05/2025 15:53

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PLAN OF SUBDIVISION		LV USE ONLY EDITION 2	PLAN NUMBER PS817166K	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KALKALLO</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 22 (PART)</p> <p>TITLE REFERENCES: Vol. 12180 Fol. 485</p> <p>LAST PLAN REFERENCE/S: PS813579E (LOT L)</p> <p>POSTAL ADDRESS: 1025 DONNYBROOK ROAD (At time of subdivision) DONNYBROOK, 3064</p> <p>MGA94 Co-ordinates E 323 300 (of approx centre of N 5843 500 land in plan) ZONE 55</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609749 Planning Permit Reference: 717121 SPEAR Reference Number: S120177S</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 24/12/2018</p> <p>Public Open Space</p> <p>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</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 21/01/2020</p> <p>Statement of Compliance issued: 20/03/2020</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>LOTS 1 to 500 (BOTH INCLUSIVE) AND LOTS 590 to 596 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>EASEMENTS E-2, E-3 AND E-8 TO E-10 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTION A AFFECTING LOTS 512, 516, 530, 533, 552, 555, 559, 564, 566, 567 AND 576 SEE SHEET 12.</p> <p>FOR RESTRICTION B AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE), AND LOTS 597 AND 598 SEE SHEET 13.</p> <p>FOR RESTRICTION C AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE), AND LOTS 597 AND 598 SEE SHEET 14.</p> <p>FOR RESTRICTION D AFFECTING LOTS 570 AND 576 SEE SHEET 15.</p> <p>FOR RESTRICTION E AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE) AND LOTS 597 AND 598 SEE SHEET 16.</p>		
ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2	CITY OF WHITTLESEA CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD CITY OF WHITTLESEA			
NOTATIONS				
<p>DEPTH LIMITATION NIL</p> <p>STAGING This is/is not a staged subdivision. Planning permit No. 717121</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): 30, 50, 51, 55, 77 and 95 (KALKALLO) PROCLAIMED SURVEY AREA: N/A THIS IS A SPEAR PLAN.</p> <p style="text-align: center;">OLIVINE 5A 6.714ha</p> <p style="text-align: center;">91 LOTS</p>				
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4 E-4	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS813579E PS813579E	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6 E-6	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
SEE SHEET 2 FOR CONTINUATION				
 <p>1700S-05A VER J.DWG BC/RW</p>		SURVEYOR REF: 1700s-05A		ORIGINAL SHEET SIZE: A3
Melbourne Survey T 9869 0813		Digitally signed by: Gerald Donn, Licensed Surveyor, Surveyor's Plan Version (J), 20/01/2020, SPEAR Ref: S120177S		SHEET 1 OF 16
		PLAN REGISTERED		TIME: 8.56am DATE: 1/4/2020 A.R.T. Assistant Registrar of Titles

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-7	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-7	DISTRIBUTION AND TRANSMISSION OF GAS	SEE PLAN	THIS PLAN (SECTION 146 OF THE GAS INDUSTRY ACT 2001)	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-7	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
E-7	TELECOMMUNICATIONS (THROUGH UNDERGROUND CABLES)	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN
E-12	SEWERAGE	SEE PLAN	PS808019A	YARRA VALLEY WATER CORPORATION
E-13	DRAINAGE	SEE PLAN	PS808024H	CITY OF WHITTLESEA
E-14	DRAINAGE	SEE PLAN	PS808019A	CITY OF WHITTLESEA

1700S-05A VER J.DWG BC/RW



SMEC

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REF 1700s-05A

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SHEET 2

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21/01/2020,
SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K



SEE SHEET 9

552

551

550

549

548

547

546

545

544

543

542

541

540

539

SEE SHEET 7

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

AVENUE

FOUNDATION AVENUE

FOUNDATION AVENUE

SEE SHEET 10

E-5

517

518

519

520

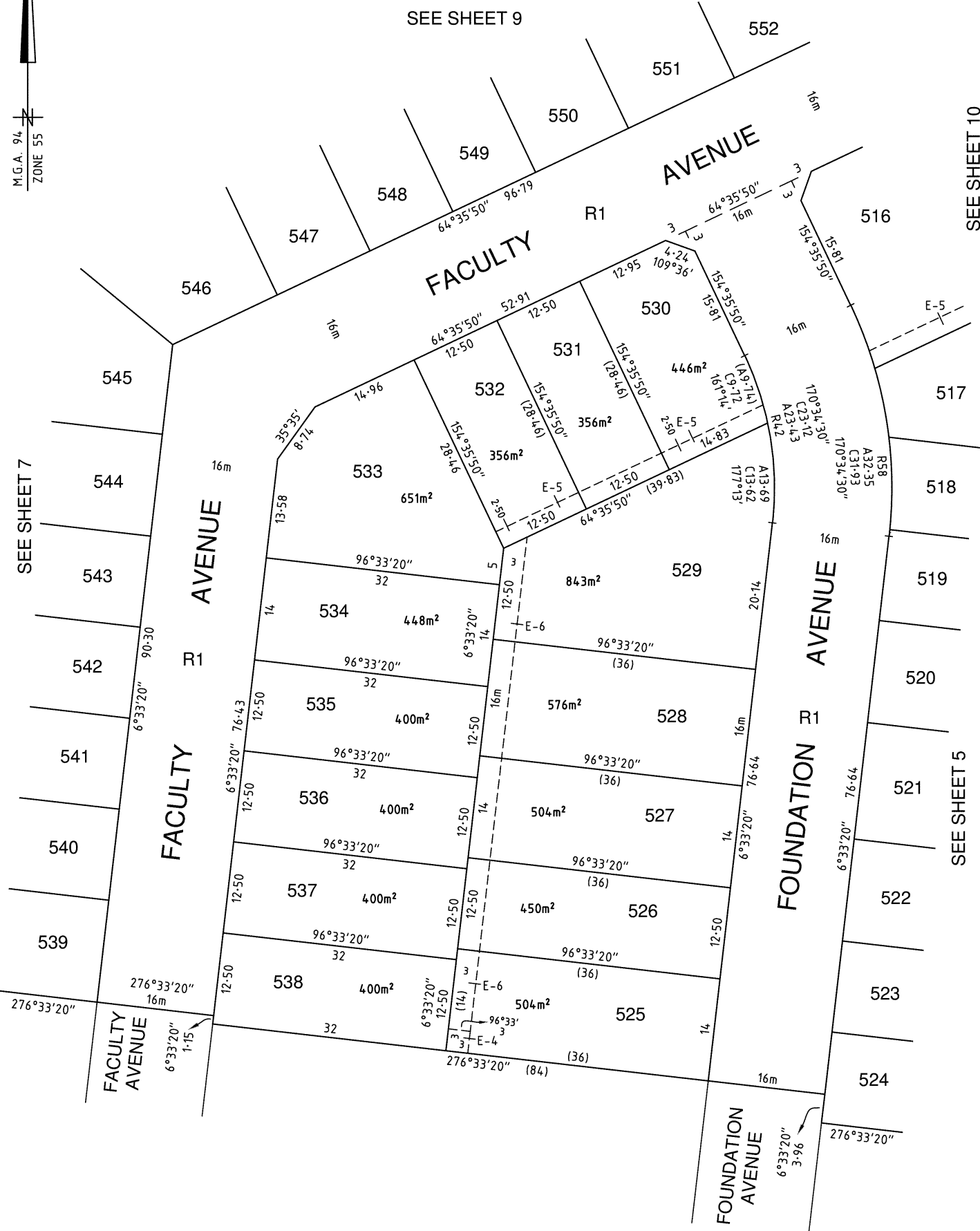
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522

523

524

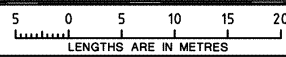
SEE SHEET 5



SMEC

1700S-05A VER J.DWG BC/RW

SCALE
1:500



ORIGINAL SHEET
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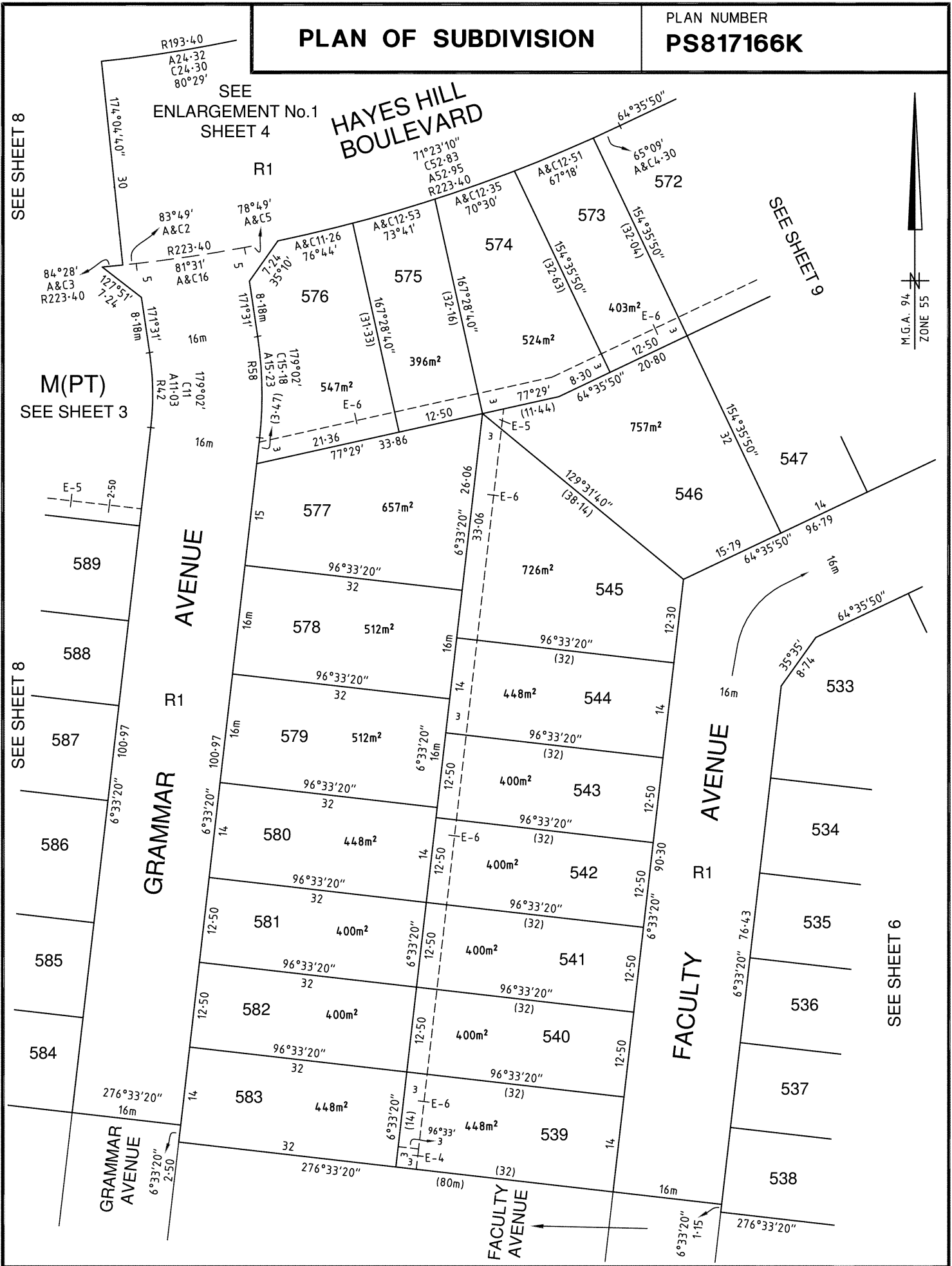
SHEET 6

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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K



SEE SHEET 8

SEE SHEET 9

M(PT)
SEE SHEET 3

SEE SHEET 8

SEE SHEET 6

SMEC
Melbourne Survey T 9869 0813 REF 1700s-05A

1700S-05A VER J.DWG BC/RW
SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES
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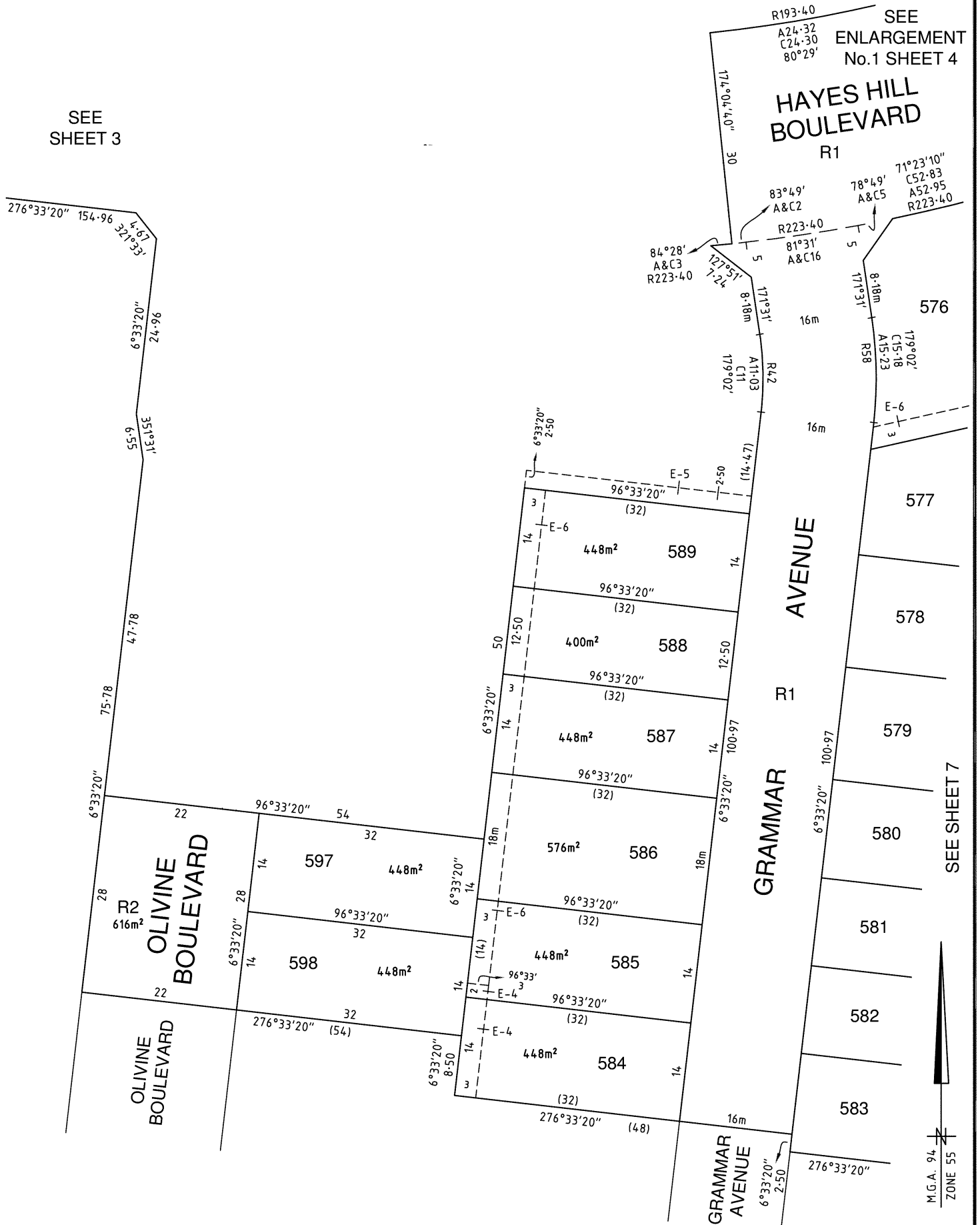
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SHEET 7
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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

SEE SHEET 3

SEE ENLARGEMENT No.1 SHEET 4

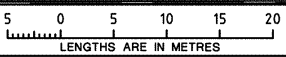


SEE SHEET 7



1700S-05A VER J.DWG BC/RW

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 8

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PLAN OF SUBDIVISION

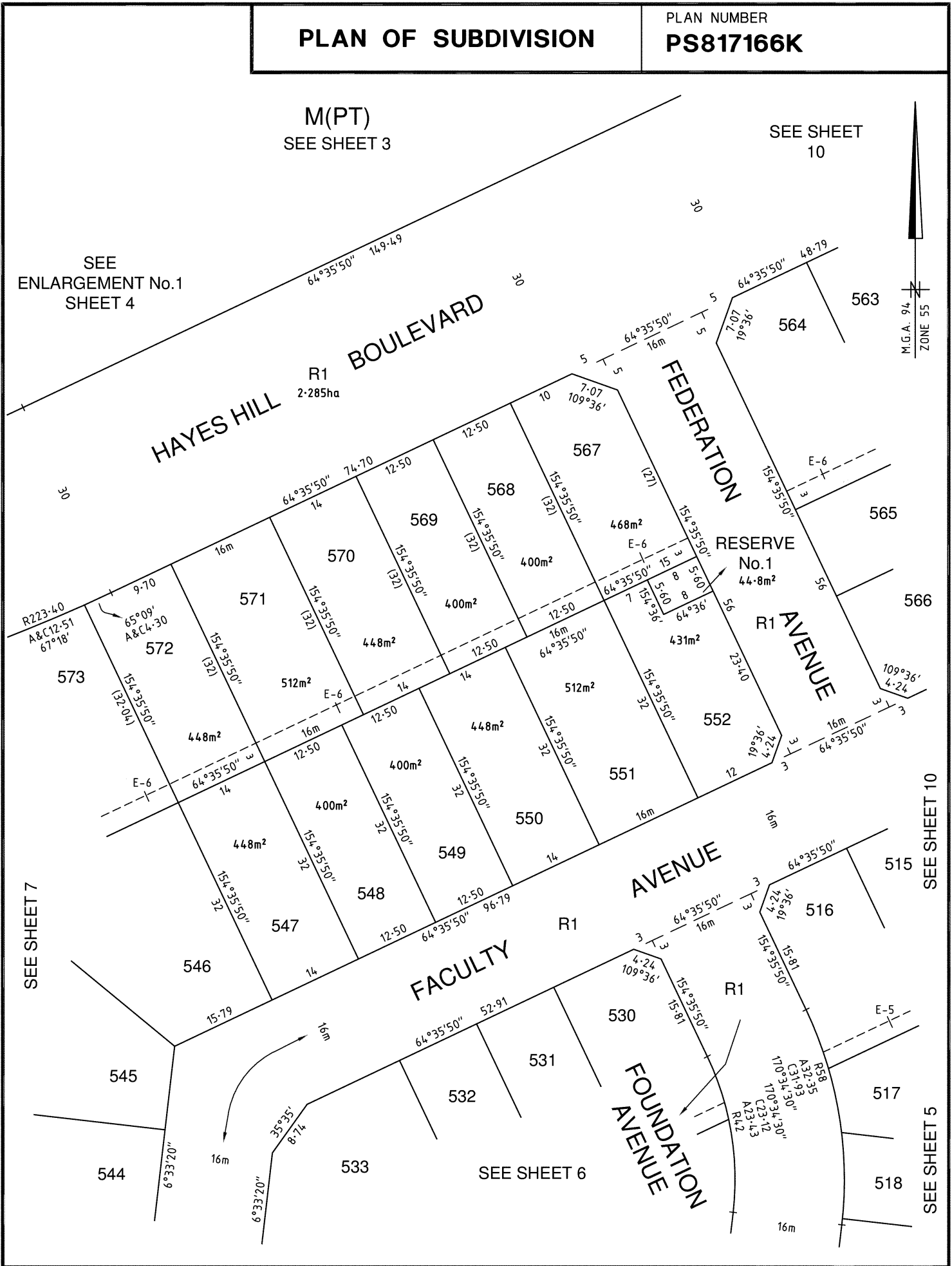
PLAN NUMBER
PS817166K

M(PT)
SEE SHEET 3

SEE SHEET
10

SEE
ENLARGEMENT No.1
SHEET 4

M.G.A. 94
ZONE 55



SEE SHEET 7

SEE SHEET 10

SEE SHEET 5

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SCALE 1:500

LENGTHS ARE IN METRES

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SHEET 9

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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

M(PT)
SEE SHEET 3

VICINITY
ROAD

PRECINCT
WAY

HAYES HILL
BOULEVARD

RESERVE
No.2
115m²

DRIVE

FACULTY AVENUE

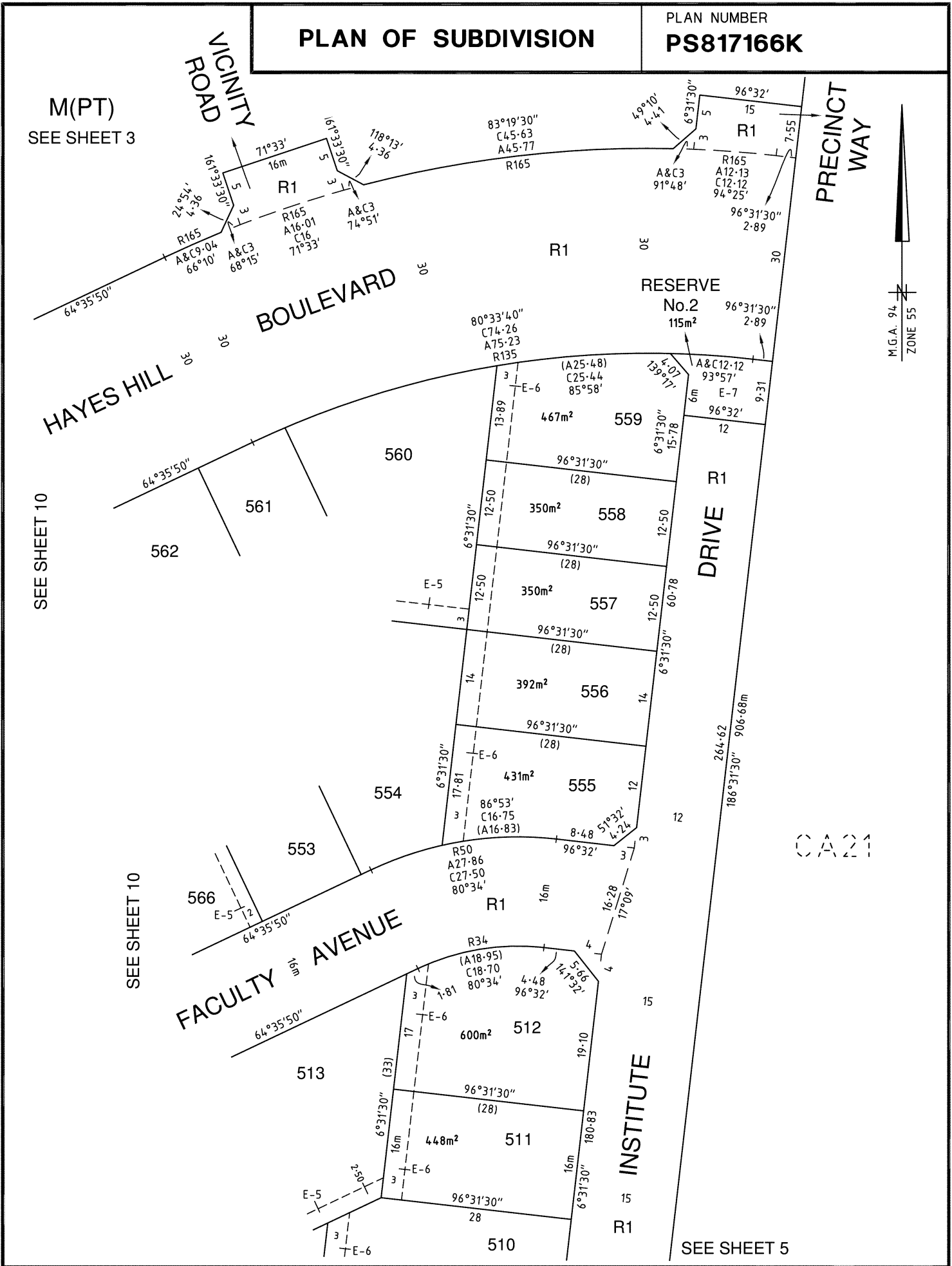
INSTITUTE

CA21

SEE SHEET 10

SEE SHEET 10

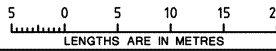
SEE SHEET 5



SMEC

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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 11

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SPEAR Ref: S120177S

Melbourne Survey

T 9869 0813

REF 1700s-05A

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision PS 817166K by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be burdened: Lots 512, 516, 530, 533, 552, 555, 559, 564, 566, 567, 576.

Land to be benefited: Lots 501 to 589 (both inclusive) and Lots 597, 598.

Description of Restriction

The registered proprietor or proprietors for the time being of any Lot on this plan to which the following restriction applies shall not:

Corner Lots

- 1) Construct a double storey dwelling located on a corner lot, where the side wall on the first level (upper storey) facing the secondary (side) street frontage is being constructed:
 - a) with less than 30% glazing for the area of the wall and the remainder of that wall being constructed in contrasting material finishes, or
 - b) setback less than 900 millimetres from the ground level (lower storey) wall.

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SHEET 12

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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision PS 817166K by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be burdened: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Land to be benefited: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Description of Restriction

The registered proprietor or proprietors for the time being of any Lot on this plan to which the following restriction applies shall not:

Garages

- 1) Construct a garage on the burdened lot setback less than 5 metres from the front (road) boundary of the lot.

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ORIGINAL SHEET
SIZE: A3

SHEET 13

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21/01/2020,
SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION C

The following restriction is to be created upon registration of Plan of Subdivision PS 817166K by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Burdened: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Land to be Benefited: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Description of Restriction

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not and shall not permit any other person under its control or direction to:

- 1) Develop the land other than in accordance with the siting and design provisions contained in the Olivine Design Guidelines.
- 2) Erect or affix any sign or notice on the burdened lot.
- 3) Place or erect any clothes drying or airing facility on the burdened lot except where any such item is not visible from public areas.
- 4) Keep a caravan, trailer, boat, plant machinery or a truck on a burdened lot except where any such item is not visible from public areas.
- 5) Consolidate or seek to consolidate any burdened lot with another lot or part of a lot.
- 6) Erect any fences or retaining walls on a burdened lot unless such alterations or maintenance is consistent with the Olivine Design Guidelines.

These Covenants will cease to have effect after 31 December 2027.

Nothing in this restriction applies to the Vendor.

For the Purposes of this Restriction:

Development means the residential development to be carried out on the land originally comprised in the Parent Title by or on behalf of the Vendor or its successors as developer of that land.

Parent Title means the land which was comprised in Certificate of Title Volume 11354 Folio 717 prior to any subdivision of that title.

Vendor means Mirvac Victoria Pty Ltd ACN 006708363.

"Olivine Design Guidelines" is available from Mirvac Victoria Pty Ltd ACN 006708363 and can be downloaded from the Olivine Design Portal website - <https://portal.olivine.mirvac.com/covenant-guidelines/residential-design-standards-and-guidelines/>

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION D

The following restriction is to be created upon registration of Plan of Subdivision PS 817166K by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of Land to be Burdened and Land to be Benefited:

BURDENED LOT No.	BENEFITING LOTS
570	549, 550, 569, 571
576	575, 577

Description of Restriction

Except with the written consent of Mirvac and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

Double Storey Construction

- 1) Build or allow to be built on the Lot a dwelling house unless it is 2 storeys.



PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION E

The following restriction is to be created upon registration of Plan of Subdivision PS 817166K by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Burdened: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Land to be Benefited: Lots 501 to 589 (both inclusive) and Lots 597 and 598.

Description of Restriction

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:

Dual Occupancy

- 1) For Lot 512 construct or allow to be constructed any more than two dwellings on that lot, and
- 2) For all other burdened lots on this plan, construct or allow to be constructed any more than one dwelling on the burdened lot.

Expiry

This restriction shall cease to have effect after 31 December 2027.

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ORIGINAL SHEET
SIZE: A3

SHEET 16

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21/01/2020,
SPEAR Ref: S120177S

From www.planning.vic.gov.au at 02 June 2025 01:52 PM

PROPERTY DETAILS

Address: **38 FACULTY AVENUE DONNYBROOK 3064**
Lot and Plan Number: **Lot 515 PS817166**
Standard Parcel Identifier (SPI): **515\PS817166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1062785**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 368 F5**

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](#)

Note

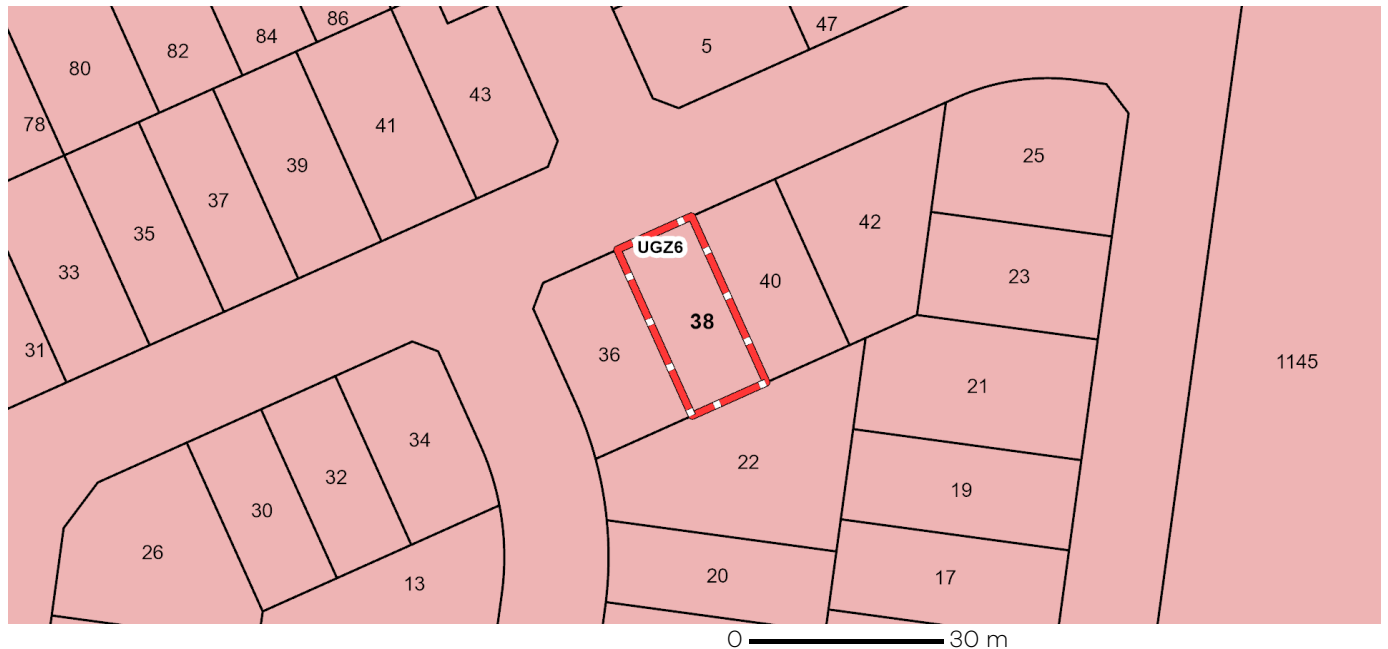
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 6 \(UGZ6\)](#)



UGZ - Urban Growth

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

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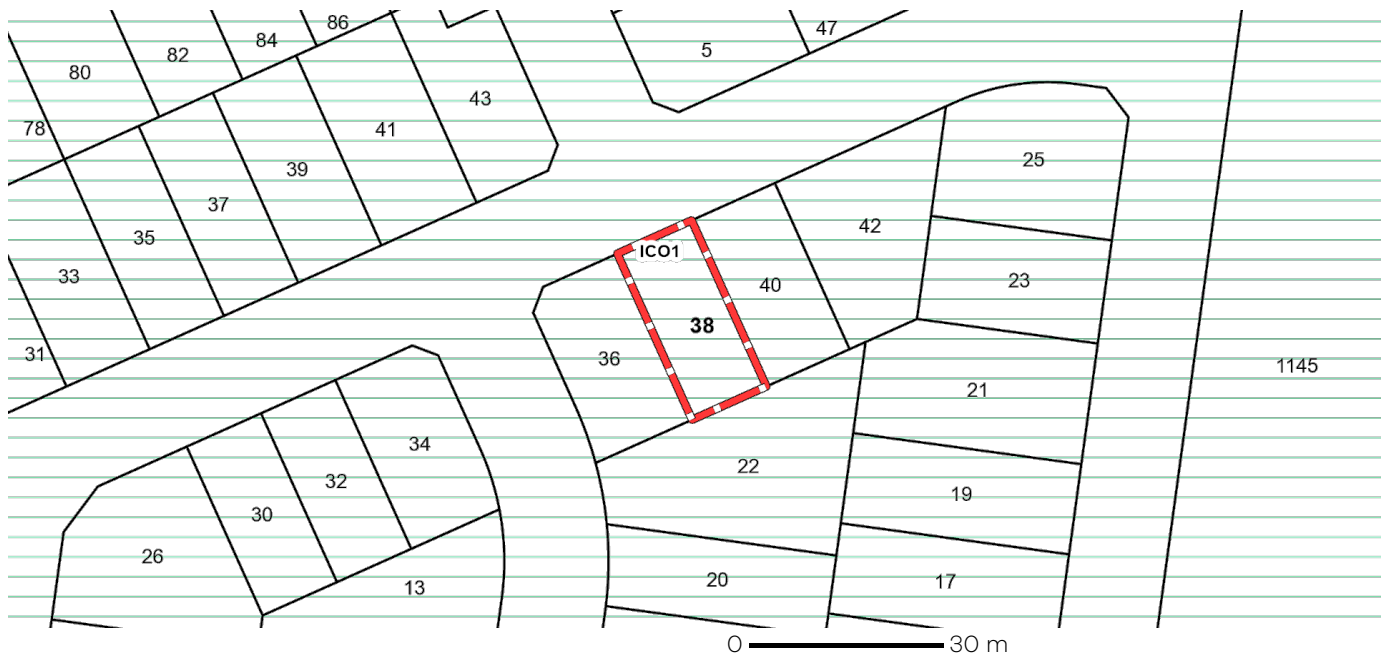
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)



ICO - Infrastructure Contributions Overlay

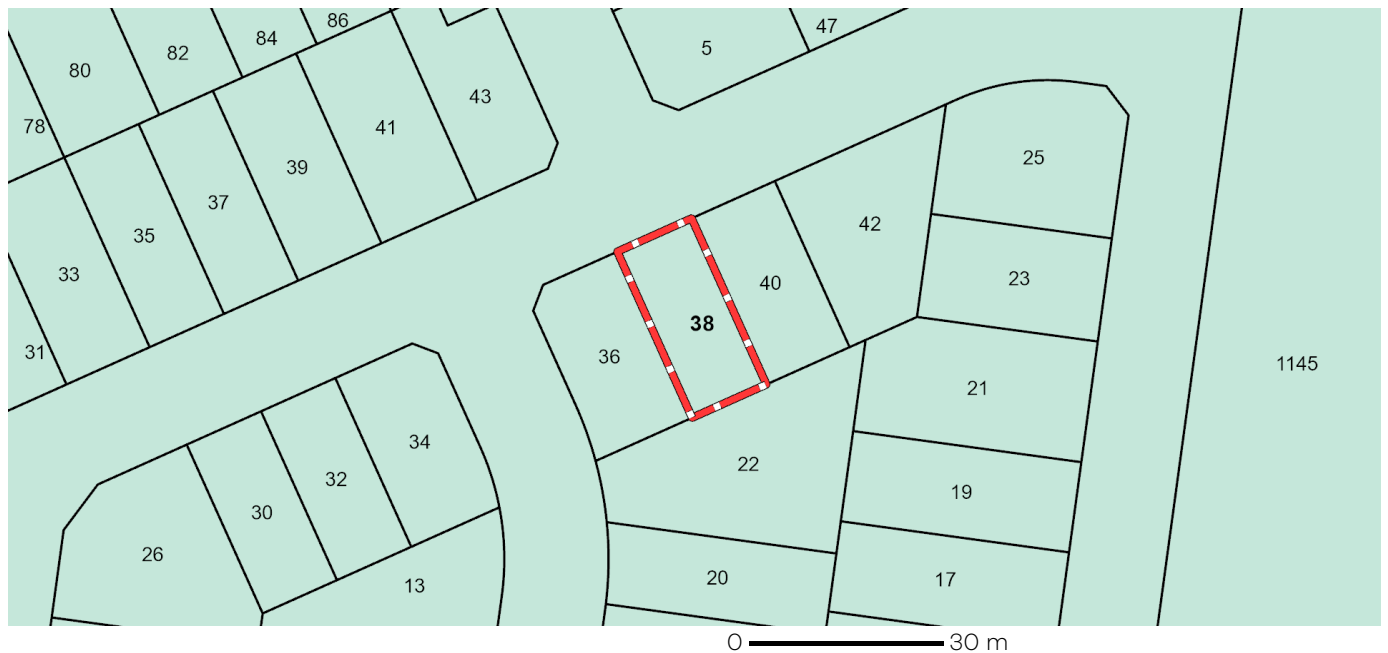
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

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



Land added to the UGB since 2005

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

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

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 29 May 2025.

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

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

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

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

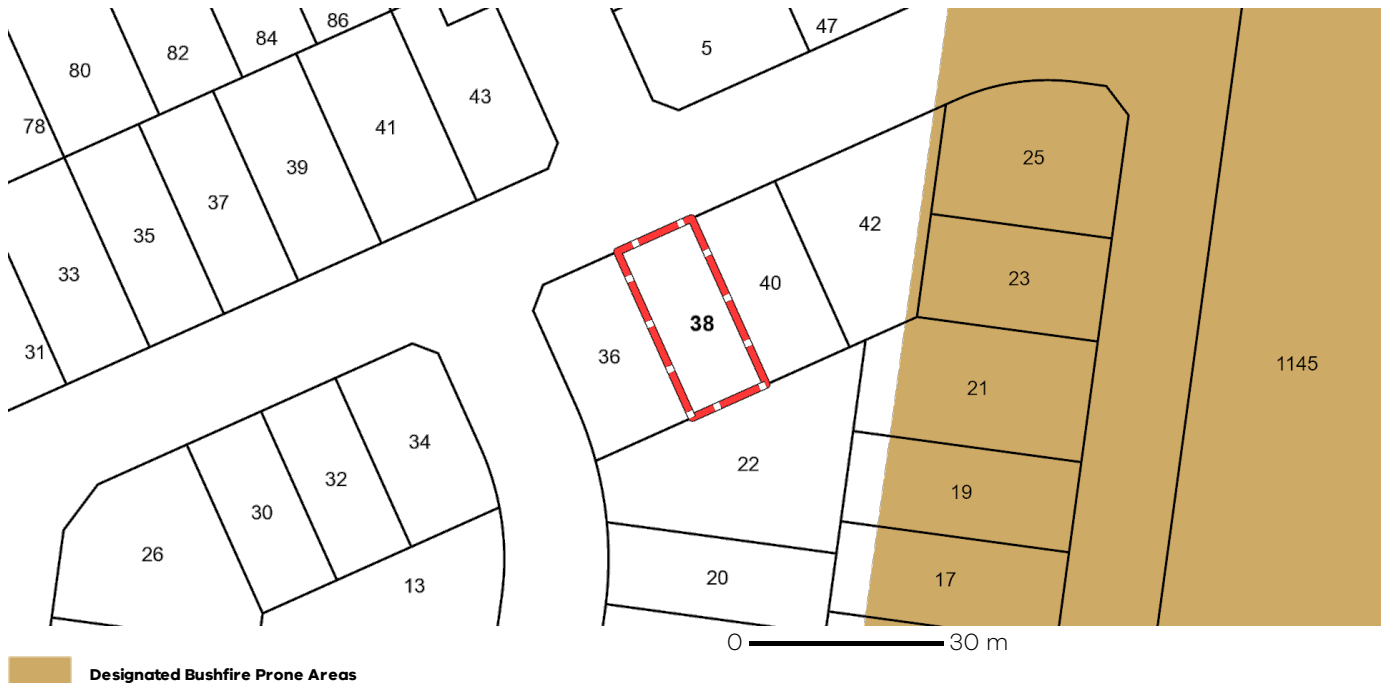
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

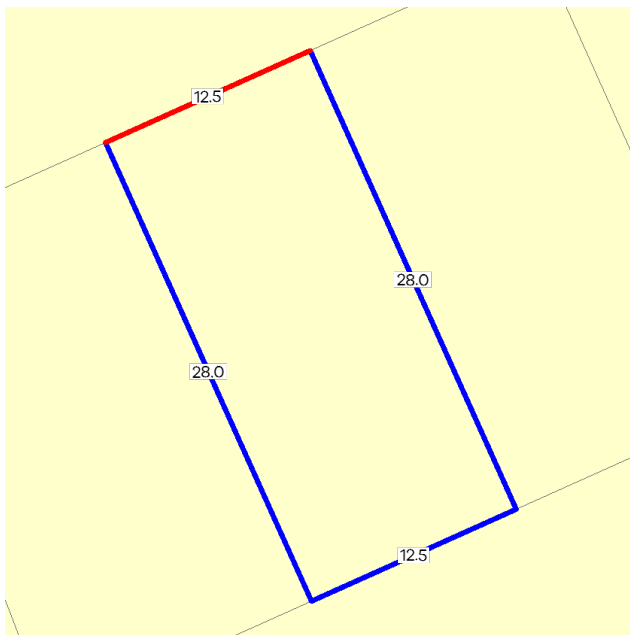
PROPERTY DETAILS

Address: **38 FACULTY AVENUE DONNYBROOK 3064**
Lot and Plan Number: **Lot 515 PS817166**
Standard Parcel Identifier (SPI): **515\PS817166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1062785**
Directory Reference: **Melway 368 F5**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 350 sq. m

Perimeter: 81 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Date of issue
23/05/2025

Assessment No.
1062785

Certificate No.
172293

Your reference
76863658-014-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 38 Faculty Avenue DONNYBROOK 3064

Description: LOT: 515 PS: 817166K

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$550,000	\$300,000	\$27,500

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,287.98
Food/Green waste bin charge levied on 26/11/2024	\$69.72
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$47.85
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 23/05/2025	\$8.54
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,140.00

Balance of rates & charges due: \$625.99

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$625.99**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1062785**



Phone 1300 301 185
Ref **1062785**



Bill Code **5157**
Ref **1062785**

22nd May 2025

Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/
LANDATA

Dear Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	38 FACULTY AVENUE DONNYBROOK 3064
Applicant	Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	30942703
Conveyancing Account Number	7959580000
Your Reference	869778

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	38 FACULTY AVENUE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Melbourne Water Property Information Statement

Property Address	38 FACULTY AVENUE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

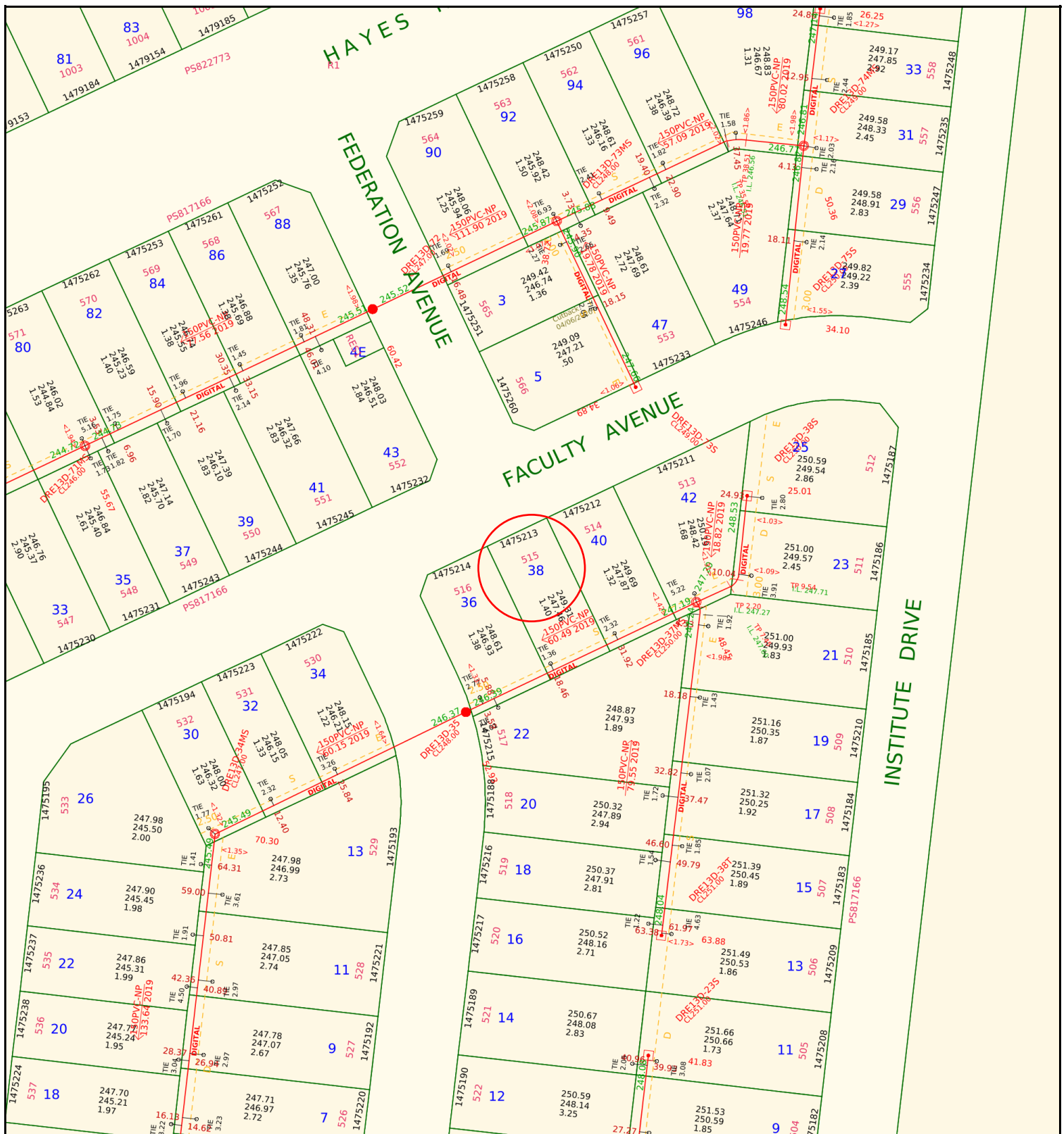
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30942703**

Address	38 FACULTY AVENUE DONNYBROOK 3064
Date	22/05/2025
Scale	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;

13th May 2020

Application ID: 448745

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1475213

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	

All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6240234837
Rate Certificate No: 30942703

Date of Issue: 22/05/2025
Your Ref: 869778

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
38 FACULTY AVE, DONNYBROOK VIC 3064	515\PS817166	5231770	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 24.000000kL x \$3.43420000 = \$82.42</i> Estimated Average Daily Usage \$0.88	25-11-2024 to 27-02-2025	\$82.42	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 20.000000kL x \$1.92590000 = \$38.52</i>	25-11-2024 to 27-02-2025	\$38.52	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$95.15 cr
	Total for This Property		\$95.86



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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

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

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

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

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

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

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

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

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

Recycled water isn't available at this property yet

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

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

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: 5231770

Address: 38 FACULTY AVE, DONNYBROOK VIC 3064

Water Information Statement Number: 30942703

HOW TO PAY



Bill Code: 314567
Ref: 62402348370

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



S L D'Arienzo
38 Faculty Avenue
DONNYBROOK VIC 3064

025
R0_740750

Assessment number: **1062785**



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 97B749E30S

Issue date: **31/07/2024**

Instalment 1

\$424.73

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$421.00**

Due By 30/11/2024

Instalment 3 **\$421.00**

Due By 28/02/2025

Instalment 4 **\$421.00**

Due By 31/05/2025

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

OR

Lump sum **\$1,687.73**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 38 Faculty Avenue DONNYBROOK VIC 3064

LOT 515 PS 817166K

Owner: D'Arienzo Sarah Louise

Ward: North

Valuation details

Site Value \$300,000 Capital Improved Value \$550,000 Net Annual Value \$27,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 27,500 x 0.04683579 \$1,287.98
Waste Service Charge (Res/Rural) 1 x 205.70 \$205.70

State Government Charges

Fire services charge (Res) 1 x 132 \$132.00
Fire services levy (Res) 550,000 x 0.00008700 \$47.85
Waste Landfill Levy Res/Rural 1 x 14.20 \$14.20

Total \$1,687.73

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices
See the back of this notice for opening hours and locations

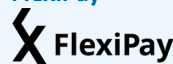
BPAY



Biller Code: 5157
Ref: 1062785

BPAY this payment via internet or phone banking

FlexiPay

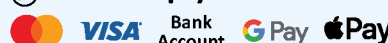


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 10627853

Pay in person at any post office:

131 816 or postbillpay.com.au

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



*350 10627853



*350 10627853

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,287.98
Farm*	0.02810147	\$772.79

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to: sarah.dariento@hotmail.com
MS S D'ARIENZO
7 BICKLEY AVE
THOMASTOWN VIC 3074

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	62 4023 4837
Invoice number	6247 6112 54205
Issue date	28 Feb 2025
Property address	38 FACULTY AVE DONNYBROOK
Property reference	5231770, PS 817166
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$75.95
Payment received thank you	-\$255.95
Balance carried forward	\$180.00 CR
This bill	
Usage charges	\$120.94
Service charges	
Water supply system	\$20.41
Sewerage system	\$116.90
Other authority charges	
Waterways and drainage	\$30.10
Parks	\$21.50
Total this bill (GST does not apply)	\$309.85
Total balance	\$129.85



Recycled water is not available.

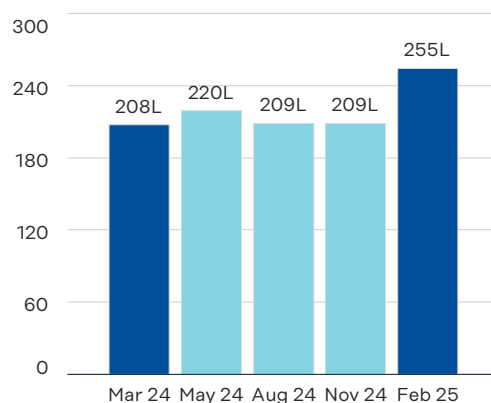
We're supplying drinking water but charging you the lower rate. When available it's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

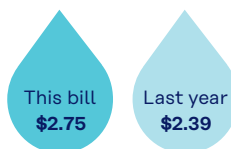
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 624006445



BPAY®

Bill code: 344366
Ref: 624 0234 8370



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 6247 6112 54205



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332



*3042 624761125420 5

MS S D'ARIENZO

Account number 62 4023 4837

Invoice number 6247 6112 54205

Balance **\$129.85**

As per your payment arrangement

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD25802 (Recycled Water)	110kL -	90kL =	20kL
From 25 Nov 2024 - 27 Feb 2025			(94 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	20.000kL x	\$1.9259 =	\$38.52
Total	20.000kL		\$38.52

Meter number	Current reading	Previous reading	Usage
YATD101473	341kL -	317kL =	24kL
From 25 Nov 2024 - 27 Feb 2025			(94 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	24.000kL x	\$3.4342 =	\$82.42
Total	24.000kL		\$82.42
Total usage charges			\$120.94

Your charges explained

- **Recycled water usage charge**
25 November 2024 - 27 February 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
25 November 2024 - 27 February 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 January 2025 - 31 March 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 January 2025 - 31 March 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 January 2025 - 31 March 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 - Parks charge**
1 January 2025 - 31 March 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J146322

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 28 May-4 Jun 2025

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au

Tap into naturally better hydration

Here in Australia we're lucky to have some of the best drinking water in the world – clean, safe and ready to drink.

Enjoy it – straight from your tap.

📍 yvw.com.au/ChooseTap



Property Clearance Certificate

Land Tax



INFOTRACK / TAHLIA HOEGEL CONVEYANCING

Your Reference:	25:0294
Certificate No:	91026554
Issue Date:	22 MAY 2025
Enquiries:	ESYSPROD

Land Address: 38 FACULTY AVENUE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47198935	515	817166	12197	818	\$0.00

Vendor: SARAH D'ARIENZO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS SARAH LOUISE D'ARIENZO	2025	\$300,000	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$550,000
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SITE VALUE (SV):	\$300,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 91026554

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,350.00

Taxable Value = \$300,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91026554

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91026554

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TAHLIA HOEGEL CONVEYANCING

Your Reference: 25:0294
Certificate No: 91026554
Issue Date: 22 MAY 2025
Enquires: ESYSPROD

Land Address: 38 FACULTY AVENUE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47198935	515	817166	12197	818	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$550,000
SITE VALUE:	\$300,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91026554

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / TAHLIA HOEGEL CONVEYANCING

Your Reference: 25:0294

Certificate No: 91026554

Issue Date: 22 MAY 2025

Land Address: 38 FACULTY AVENUE DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
515	817166	12197	818

Vendor: SARAH D'ARIENZO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91026554

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 91026559</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 91026559</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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FORM 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT - 3245277528991

ISSUED TO

AGENT OF OWNER: Dennis Family Homes Pty Ltd
ADDRESS: 2 Acacia Place, Notting Hill VIC 3168
EMAIL: Demii.Poursanidis@denniscorp.com.au
ADDRESS FOR SERVING OR GIVING OF DOCUMENTS: 2 Acacia Place, Notting Hill VIC 3168
CONTACT PERSON: Demii Poursanidis
TELEPHONE: 03 9573 1228

OWNERSHIP DETAILS

OWNER: Sarah D'Arienzo
ADDRESS: 7 Bickley Avenue, THOMASTOWN VIC 3074
EMAIL: sarah.dariento@hotmail.com
CONTACT PERSON: Sarah D'Arienzo
TELEPHONE: 0402068174

PROPERTY DETAILS

LOT: 515
NUMBER: 38
STREET/ROAD: Faculty Avenue
CITY: Donnybrook
POSTCODE: 3064
LP/PS: PS817166K
VOLUME: 12197
FOLIO: 818
SECTION: -
PARISH: KALKALLO
COUNTY: -
MUNICIPAL DISTRICT: WHITTLESEA CITY

BUILDER

NAME: Dennis Family Homes Pty Ltd
ADDRESS: 2 Acacia Place, Notting Hill 3168 VIC
TELEPHONE: (03) 9573-1082
This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDERS

NAME: Albert Dennis
ADDRESS: 2 Acacia Place, Notting Hill 3168 VIC
TELEPHONE: (03) 9573-1082

BUILDING PRACTITIONER OR ARCHITECT ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT

NAME: Albert George Dennis
CATEGORY/CLASS: Domestic Builder Unlimited
REGISTRATION NUMBER: DB-U 8230

NAME: Edwin Hammink
CATEGORY/CLASS: Engineer Civil
REGISTRATION NUMBER: EC 1211

NAME: Dennis Family Homes PTY LTD
CATEGORY/CLASS: Domestic Builder Unlimited
REGISTRATION NUMBER: CDB-U 49195

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

NAME: Home and Industrial Soiltest Pty Ltd
CATEGORY/CLASS:
REGISTRATION NUMBER: CEC 57904

NAME: Robin Bliem
CATEGORY/CLASS: Engineer Civil
REGISTRATION NUMBER: EC 1459

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

BUILDER: Dennis Family Homes Pty Ltd
INSURER: Insurance House Pty Ltd
POLICY NUMBER: C505774
POLICY COVER: \$219,892.00

NATURE OF BUILDING WORK

CONSTRUCTION TYPE: new building
STOREYS: 1
VERSION OF BCA APPLICABLE TO PERMIT: 2019
STAGE OF BUILDING WORK PERMITTED: 0
COST OF BUILDING WORK: \$219,892.00
TOTAL FLOOR AREA OF NEW BUILDING WORK: 183 m²

BUILDING CLASSIFICATION

PART OF BUILDING: Single Storey Dwelling and Garage
BCA CLASSIFICATION: 1ai, 10a
PART OF BUILDING: Retaining Wall
BCA CLASSIFICATION: 10b

PERFORMANCE SOLUTION

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

Relevant performance requirement	Details of performance solution
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the Damp Proof Course & Flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof covering as per Performance Solution Report prepared by Stuart McLennan BS-U 1577. Report number PBS 3184 19.
P2.2.2 Weatherproofing	To allow the brick veneer wall flashing system for aluminum frame windows & doors with cavity weatherproofing flanges & rubber weather seals to be installed in lieu of head flashing above wall openings, sill flashings in ground floor wall openings, sill flashings to second floor wall openings and window side flashings as per Performance Solution Report prepared by Stuart McLennan BS-U 1577. Report number PBS 3633 20.

PROTECTION WORK

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

INSPECTION REQUIREMENTS

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

Single Storey Dwelling and Garage

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

Retaining Wall

- piers: before pouring a footing or in situ reinforced concrete member

OCCUPATION OR USE OF BUILDING

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

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

COMMENCEMENT AND COMPLETION

This building work must commence by **12 June 2021**.

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

This building work must be completed by **12 June 2022**.

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

CONDITIONS

This permit is subject to the following conditions:

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

RELEVANT BUILDING SURVEYOR

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

DESIGNATED BUILDING SURVEYOR

NAME: Vincent Italiano
BUILDING PRACTITIONER REGISTRATION NUMBER: BS-L 42542
PERMIT NUMBER: 3245277528991
DATE OF ISSUE OF PERMIT: 12 June 2020
SIGNATURE:



**BUILDING
PERMIT**

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT

3245277528991

Property details

Lot	515
Number	38
Street/road	Faculty Avenue
City/suburb/town	Donnybrook
Postcode	3064
LP/PS	PS817166K
Volume	12197
Folio	818
Crown allotment	-
Section	-
Parish	KALKALLO
County	-
Municipal district	WHITTLESEA CITY

Building permit details

Building permit number	3245277528991
Version of BCA applicable to building permit	2019

Building details

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

Building to which permit applies	Retaining Wall
Permitted use	Domestic
BCA class of building	10b
Maximum permissible floor live load	5
Maximum number of people to be accommodated	0
Storeys contained	1

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the Damp Proof Course & Flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof covering as per Performance Solution Report prepared by Stuart McLennan BS-U 1577. Report number PBS 3184 19.
P2.2.2 Weatherproofing	To allow the brick veneer wall flashing system for aluminum frame windows & doors with cavity weatherproofing flanges & rubber weather seals to be installed in lieu of head flashing above wall openings, sill flashings in ground floor wall openings, sill flashings to second floor wall openings and window side flashings as per Performance Solution Report prepared by Stuart McLennan BS-U 1577. Report number PBS 3633 20.

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

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

Relevant building surveyor

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

Designated building surveyor

Name	Vincent Italiano
Building practitioner registration number	BS-L 42542
Occupancy permit number	3245277528991
Date of issue	26 November 2020
Date of final inspection	25 November 2020
Signature	



Domestic Building Insurance

Certificate of Insurance

Sarah D'Arienzo

**7 Bickley Ave
THOMASTOWN
VIC 3074**

Policy Number:

C505774

Policy Inception Date:

14/04/2020

Builder Account Number:

007318

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 515 Faculty Avenue DONNYBROOK VIC 3064 Australia**

Carried out by the builder: **DENNIS FAMILY HOMES PTY LTD**

Builder ACN: **056254249**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Sarah D'Arienzo**

Pursuant to a domestic building contract dated: **13/03/2020**

For the contract price of: **\$ 219,892.00**

Type of Cover: **Cover is only provided if DENNIS FAMILY HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

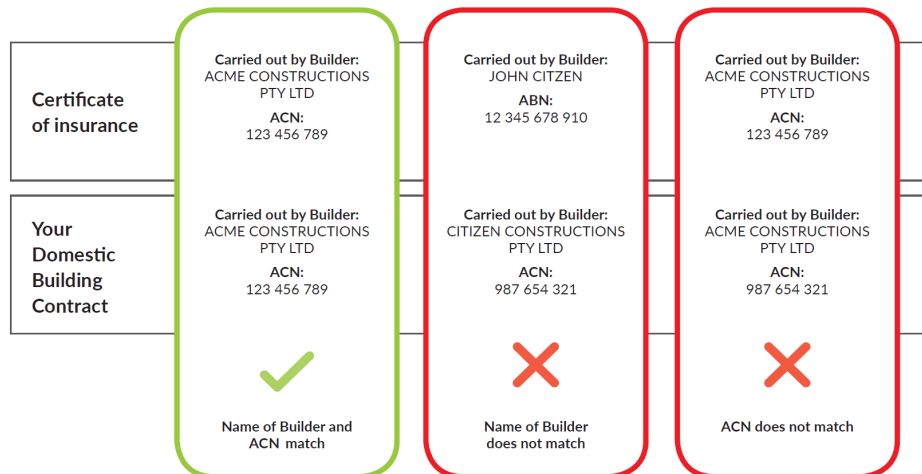
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$775.00
GST:	\$77.50
Stamp Duty:	\$85.25
Total:	\$937.75

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Due Diligence Checklist

Consumer Affairs Victoria

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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