

DATED

2025

**KAPIL KANHAIYALAL BALDOTA AND SAHITYA KAPIL BALDOTA**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 55 VOYAGER DRIVE, Wollert 3750**

**BK LAWYERS & CONVEYANCERS PTY LTD**

**SOLICITORS**

The Stables Shopping Centre

Suite 18, 314 Childs Road

Mill Park Vic 3082

(All correspondence)

PO Box 168

Mill Park VIC 3082

Tel: 03 9436 9628

Fax: 03 8418 0145

Ref: SA:7791 /2024

**WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

# Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

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

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

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

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

**Print name(s) of person(s) signing:**

KAPIL KANHAIYALAL BALDOTA AND SAHITYA KAPIL BALDOTA

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

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: [sold@rataandco.com.au](mailto:sold@rataandco.com.au)

Tel: (03) 9465 7766 Mob: 0411 722 094 Fax:

Ref: NICOLE JAHNE

#### Vendor

**KAPIL KANHAIYALAL BALDOTA AND SAHITYA KAPIL BALDOTA**

Email:

#### Vendor's legal practitioner or conveyancer

**BK Lawyers & Conveyancers Pty Ltd**  
The Stables Shopping Centre SUITE 18, 314 CHILDS ROAD, MILL PARK VIC 3082  
PO Box 168, MILL PARK VIC 3082

Email: [info@bklawyers.com.au](mailto:info@bklawyers.com.au)

Tel: 03 9436 9628 Mob: Fax: 03 8418 0145

Ref: SA:7791 /2024

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12102 Folio 387	348	803931Y
Volume Folio		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 55 VOYAGER DRIVE, Wollert 3750

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

1.All fixtures and fittings as inspected.

**Payment**

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on :**

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

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

**Lease** (general condition 5.1)

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

**Copy of the lease is attached.**

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

- a lease for a term ending on \_\_\_\_\_ with options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:  
(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

### Special condition 1 – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### Special Condition 2 – Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

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

### **3. General Conditions Deleted CONDITIONS**

3.1 General condition 12 of the contract is to be deleted entirely.

#### **4. GUARANTEE**

If the purchaser of the property is an corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity.

#### **5. IDENTITY OF PROPERTY**

The purchaser admits that the property as offer for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

#### **6. RESTRICTIONS**

Any restriction on the use of the land or any obligation on the owner of the land under any plan or scheme in any legislation to control the use of the land or to impose obligations on its owner does not affect the validity of this contract nor constitute a defect in the Vendor's title and it is agreed that the Purchaser buys subject to any such restriction and any such obligation.

#### **7. COMPANY**

If the Purchaser is a proprietary company, it must contemporaneously with execution of this contract ensure that the guarantee in the annexed form is executed by its parent company.

#### **8. ACCEPTANCE OF PROPERTY**

The Purchaser acknowledges that it has purchased the Property in its present condition and state of repair and subject to any lack of compliance with legislation and as a result of its own inspection and enquiries relating to the Property. There are no conditions, warranties or other terms affecting this sale other than those embodied in this contract and the Purchaser is not entitled to rely on any representations made by the Vendor or the Vendor's agent except such as are made conditions of this Contract.

#### **9. INTEREST IN DEFAULT**

If the purchaser defaults in payments of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

#### **10. CONDITION OF PROPERTY**

- 10.1. The property and any chattels are sold in their present condition and subject to any defects, fair, wear and tear inclusive.
- 10.2 No failure of any building or improvements to comply with any planning or building legislation regulation or bylaws or any planning permit constitutes a defect in the vendor's title or affect the validity of this contract.
- 10.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard thereto or arising there from.

## **11. PEXA SETTLEMENT**

This contract has been specified as being conducted electronically on the PEXA platform. Should the purchaser's representative be unable or unwilling to conduct the file on the PEXA platform, the purchaser will;

- (a) Pay, at settlement, the vendors representative's legal cost of \$ 330.00 (inclusive of GST).

## **12. NOMINATION**

12.1 General condition 4 of the contract is to be deleted entirely and to be replaced as follows:

The purchaser may, at least 14 days before the settlement, nominate a substitute or additional purchaser. The purchaser must deliver to the Vendor's Solicitor:

- (a) A completed and executed nomination form;
- (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
- (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this contract executed by that company's directors and
- (d) A cheque payable by the nominee to the vendor's legal representative or solicitor for \$ 200.00 plus GST being, their cost for advising the Vendor on compliance with this Condition.

## **13. DELAYED SETTLEMENT**

13.1 Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay to the Vendor's Solicitor and amount of \$ 250.00 plus GST representing the Vendor's additional legal costs and disbursements. Purchaser must pay the Vendor's representative \$ 250.00 plus GST at the at the settlement for each request.

## **14. ADJUSTMENTS**

14.1 Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

## GUARANTEE and INDEMNITY

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

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

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser

I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

IN WITNESS whereof the parties hereto have set their hands and seals  
 this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....

In the presence of: ) Director (Sign)

Witness..... )  
 SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....

in the presence of: ) Director (Sign)

)  
 Witness.....

---

## SCHEDULES

### SCHEDULE 1

Regulations 5, 6 and 7

#### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- \*1. No bids may be made on behalf of the vendor of the land.  
OR
- \*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.  
[\*One of these alternatives must be deleted]
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

---

**SCHEDULE 5**

Regulation 6

**INFORMATION CONCERNING THE CONDUCT OF PUBLIC  
AUCTIONS OF LAND**

**Meaning of vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

**Bidding by co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

**Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

---

### **What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

### **Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

### **Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

### **Forbidden activities at auctions**

The law forbids any of the following—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

**Sch. 5**

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

**Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

**It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

**The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

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### What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

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# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	55 VOYAGER DRIVE, Wollert 3750
-------------	--------------------------------

<b>Vendor's name</b>	KAPIL KANHAIYALAL BALDOTA	<b>Date</b> / /
----------------------	---------------------------	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Vendor's name</b>	SAHITYA KAPIL BALDOTA	<b>Date</b> / /
----------------------	-----------------------	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$7,000

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

	To	
--	----	--

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

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

Not Applicable.

**8 SERVICES**

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

--

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)

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

Page 1 of 2

VOLUME 12102 FOLIO 387

Security no : 124121779782A  
Produced 05/02/2025 04:42 PM

**LAND DESCRIPTION**

Lot 348 on Plan of Subdivision 803931Y.  
PARENT TITLE Volume 12101 Folio 367  
Created by instrument PS803931Y Stage 3 26/07/2019

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KAPIL KANHAIYALAL BALDOTA  
SAHITYA KAPIL BALDOTA both of 16 MACQUEEN STREET MERNDA VIC 3754  
AS525648P 12/09/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX919025P 18/04/2024  
PERMANENT CUSTODIANS LTD

COVENANT PS803931Y 26/07/2019

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 PS803931Y 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: 55 VOYAGER DRIVE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 18/04/2024

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS803931Y

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

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DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS803931Y</b>
Number of Pages (excluding this cover sheet)	<b>31</b>
Document Assembled	<b>05/02/2025 16:42</b>

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 8</b>	<b>PS 803931Y</b>
----------------------------	------------------	-------------------

<p><b>LOCATION OF LAND</b></p> <p>PARISH: WOLLERT          TOWNSHIP: -          SECTION: -          CROWN ALLOTMENT: -          CROWN PORTION: 16 (PART)          TITLE REFERENCE: C/T VOL 12074 FOL 319</p> <p>LAST PLAN REFERENCE: LOT A ON PS 825290N</p> <p>POSTAL ADDRESS: 430 CRAIGIEBURN ROAD          (at time of subdivision) WOLLERT, VIC. 3750</p> <p>MGA94 CO-ORDINATES: E: 322 270                      ZONE: 55          (of approx centre of land                      N: 5836 750          in plan)</p>	<p style="font-size: 48px; opacity: 0.1; transform: rotate(-45deg);">ONLY</p>
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<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>Notations</b>
---	------------------

<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	
Road R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9 & R-10	Whittlesea City Council	This is a SPEAR plan.  Land being subdivided is enclosed within thick continuous lines.  Lots 1 to 100, 137 to 200, 265 to 300, 362 to 700, 721 to 800, 845 to 900, 941 to 1100, 1141 to 1200, 1239 to 1300, 1341 to 1400 and Lots S1, S2 and S4 to S12 (all inclusive) have been omitted from this plan.
Reserve No.1, 2, 3, 5 & 6 Reserve No.7, 10 & 11	Ausnet Electricity Services Pty. Ltd. Whittlesea City Council	

<b>NOTATIONS</b>	
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DEPTH LIMITATION DOES NOT APPLY	None of the easements and rights mentioned in sub-section (2) of Section 12 of the Subdivision Act 1988 are implied over any of the land in this plan.
---------------------------------	--

<p><b>SURVEY:</b> This plan is based on survey</p> <p><b>STAGING:</b> This is a staged subdivision Planning Permit No. 716630</p> <p>This survey has been connected to permanent marks No(s). 38, 21, 40 &amp; 52 In Proclaimed Survey Area No. -</p>	<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of Owners Corporation(s) including; Purpose, Responsibility and Entitlement and Liability see Owners Corporation Search Report, Owners Corporation Rules and Owners Corporation Additional Information.</p> <p><b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>
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<b>EASEMENT INFORMATION</b>
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LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	FOOTWAY	1	THIS PLAN	WHITTLESEA CITY COUNCIL

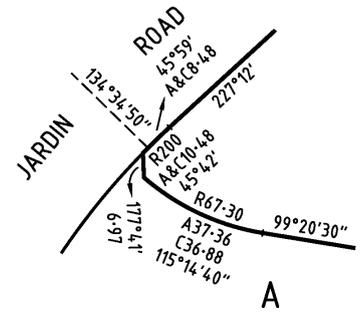
<b>RATHDOWNNE ESTATE</b>
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<p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>	SURVEYORS FILE REF: <b>321249SV00C</b>	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 30
	Licensed Surveyor: Mark Oswald Stansfield Version: 1	<b>THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</b>	

PS 803931Y



ORIGINAL ONLY

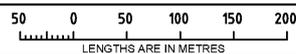


**ENLARGEMENT**  
SCALE 1:1500



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Melbourne Vic 8007  
T 61 3 9993 7888  
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SCALE  
1: 5000

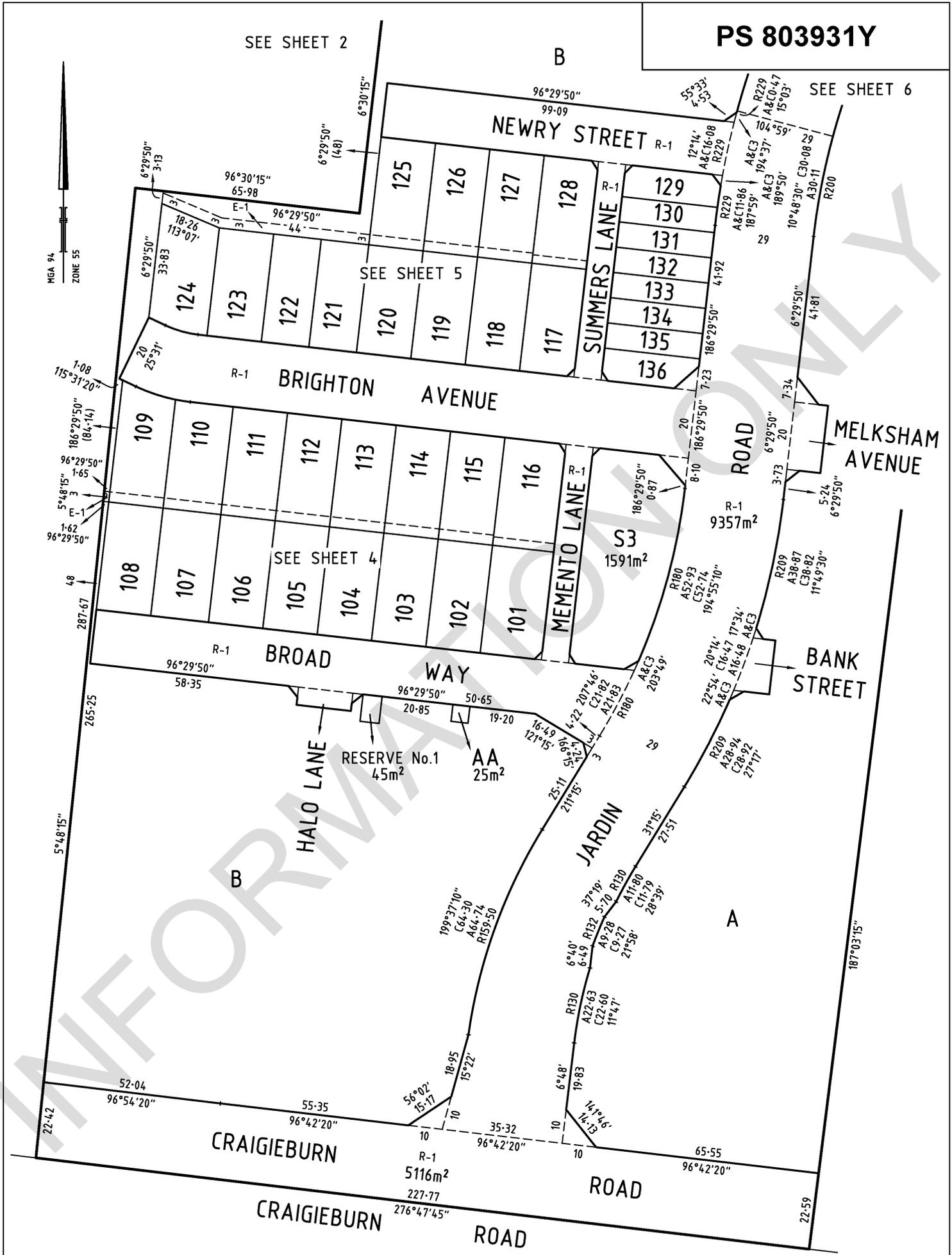


ORIGINAL SHEET  
SIZE: A3

SHEET 2

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 321249SV00C  
Version: 1

PS 803931Y



SEE SHEET 2

B

SEE SHEET 6

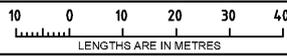
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SUMMERS LANE R-1  
BRIGHTON AVENUE R-1  
MEMENTO LANE R-1  
BROAD WAY R-1  
HALO LANE  
RESERVE No.1 4.5m<sup>2</sup>  
AA 25m<sup>2</sup>  
S3 1591m<sup>2</sup>  
BANK STREET  
CRAIGIEBURN ROAD R-1  
CRAIGIEBURN ROAD



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SCALE  
1: 1000



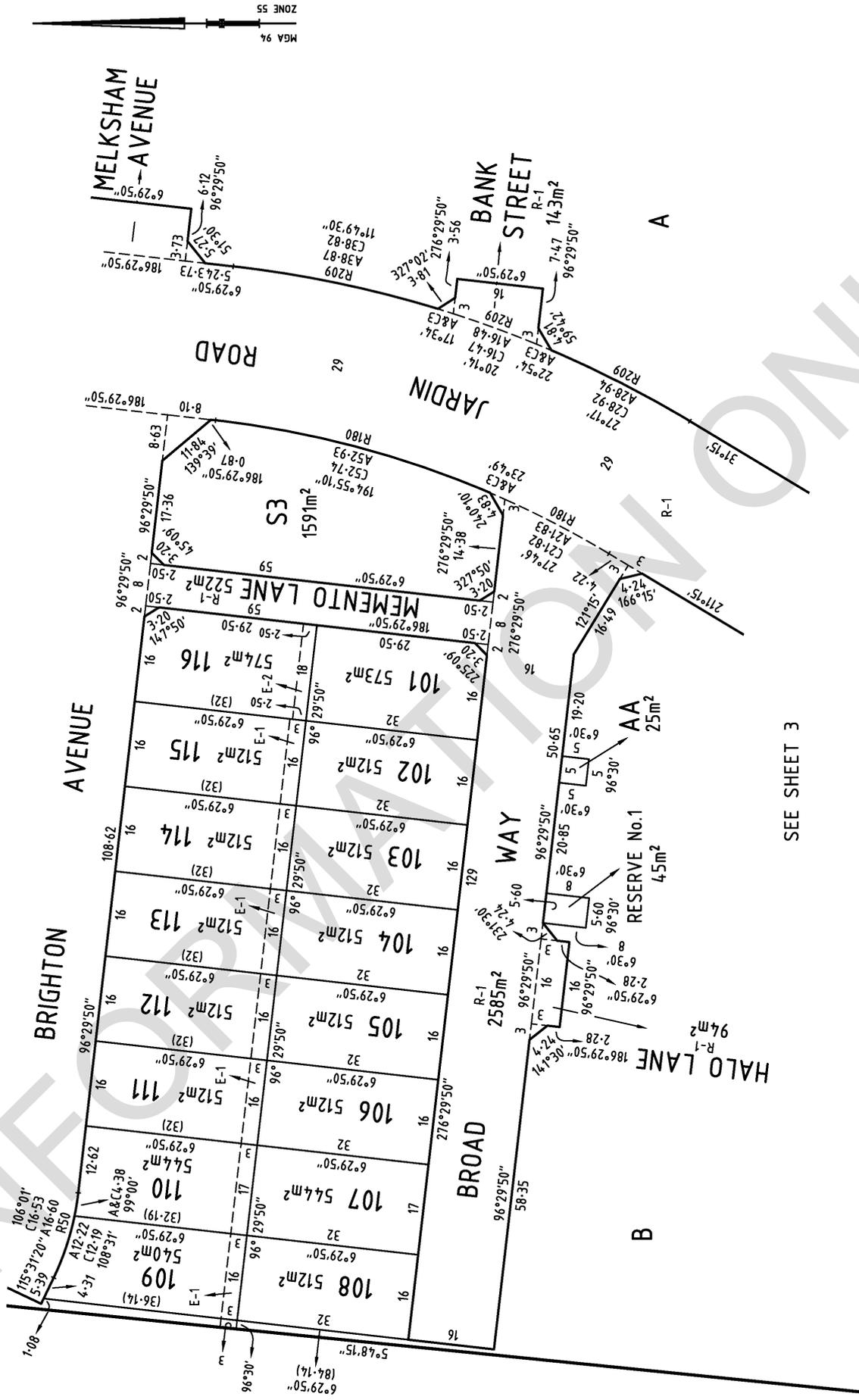
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SHEET 3

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 321249SV00C  
Version: 1

PS 803931Y

SEE SHEET 5



SEE SHEET 3

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
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 Ref: 321249SV00C  
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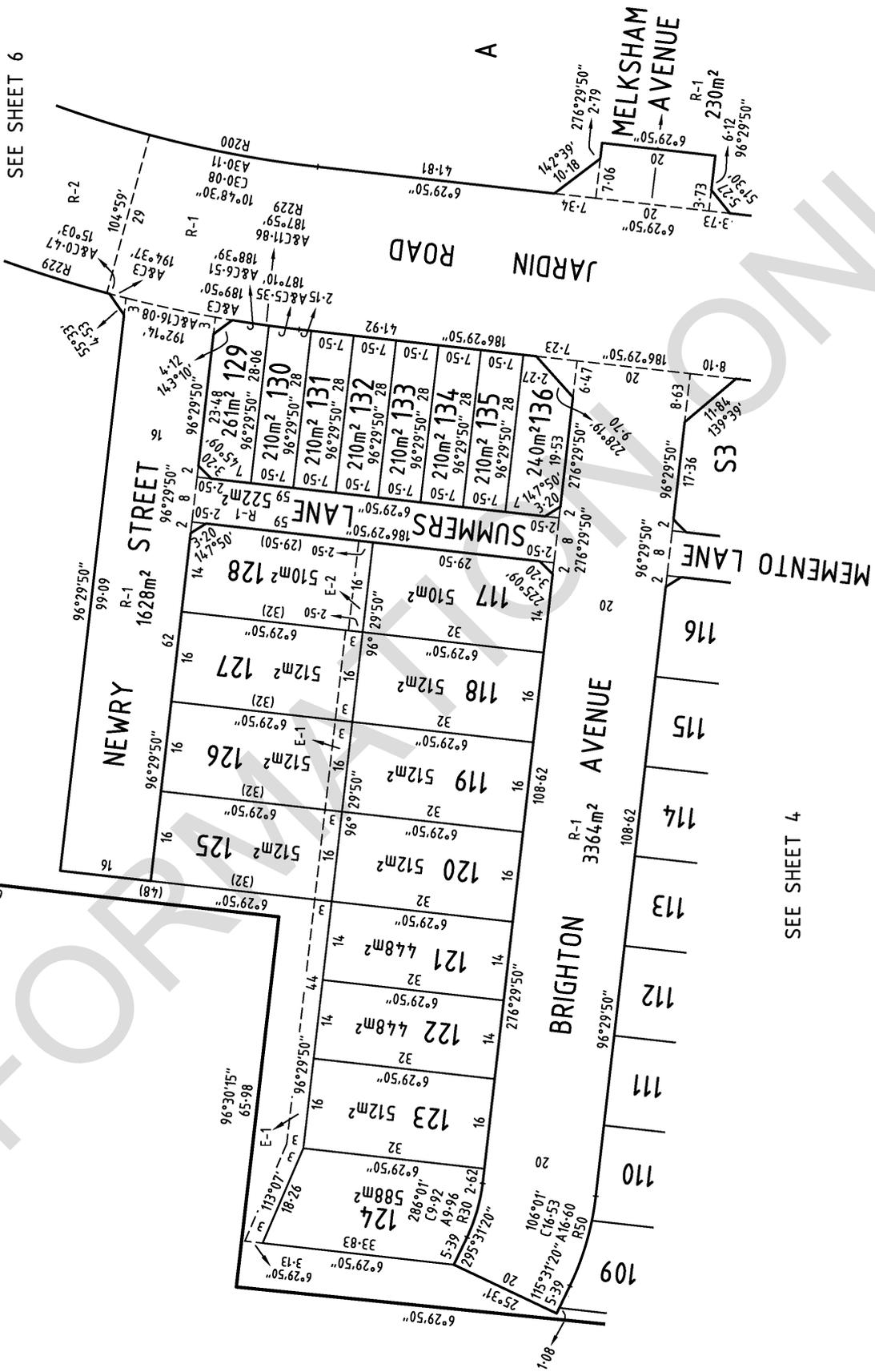
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B



SEE SHEET 6



SEE SHEET 4

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SCALE  
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LENGTHS ARE IN METRES

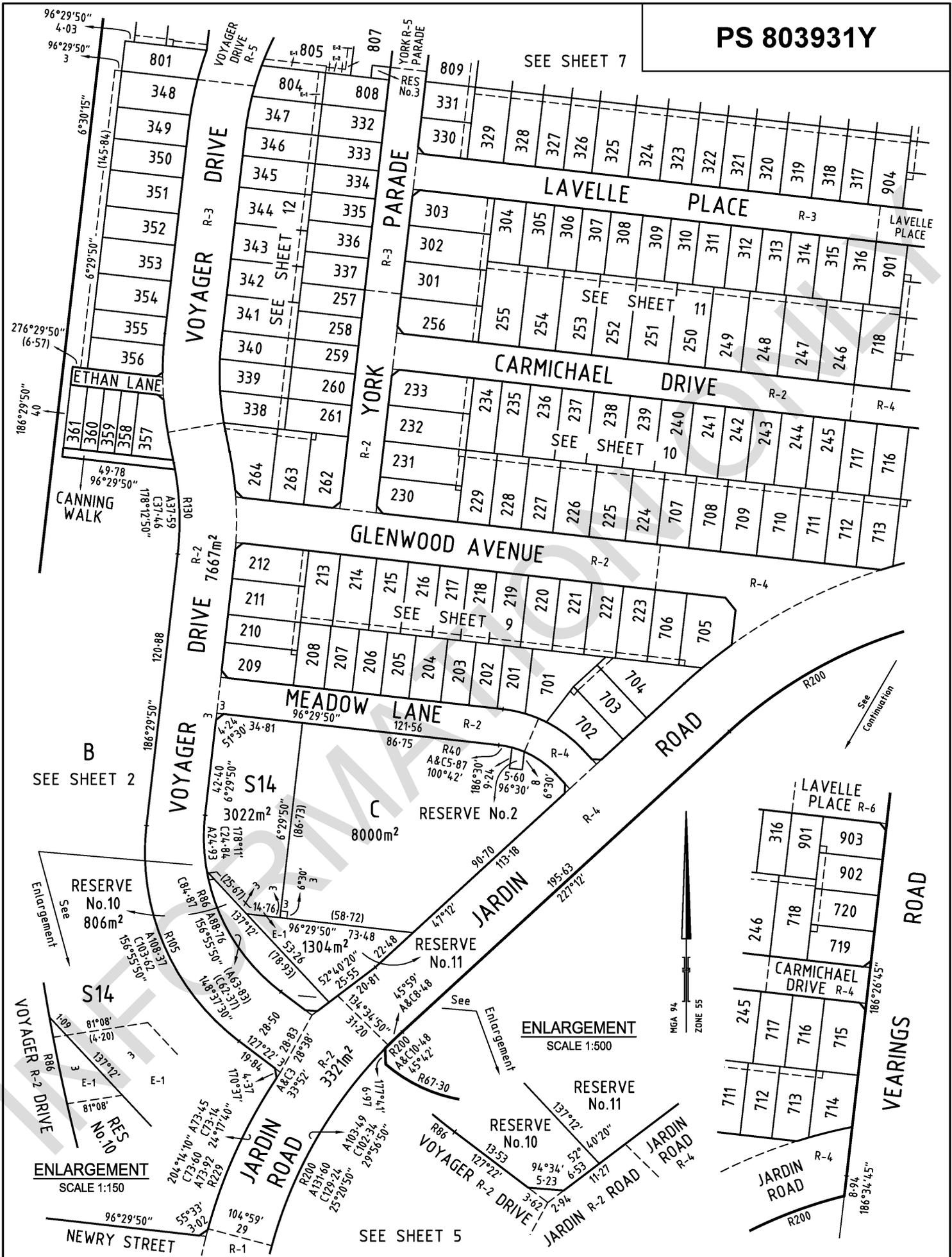
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SHEET 5

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Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 321249SV00C  
 Version: 1

PS 803931Y



B  
SEE SHEET 2

ENLARGEMENT  
SCALE 1:500

ENLARGEMENT  
SCALE 1:150

SEE SHEET 5

See  
Continuation



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SCALE 1:1500

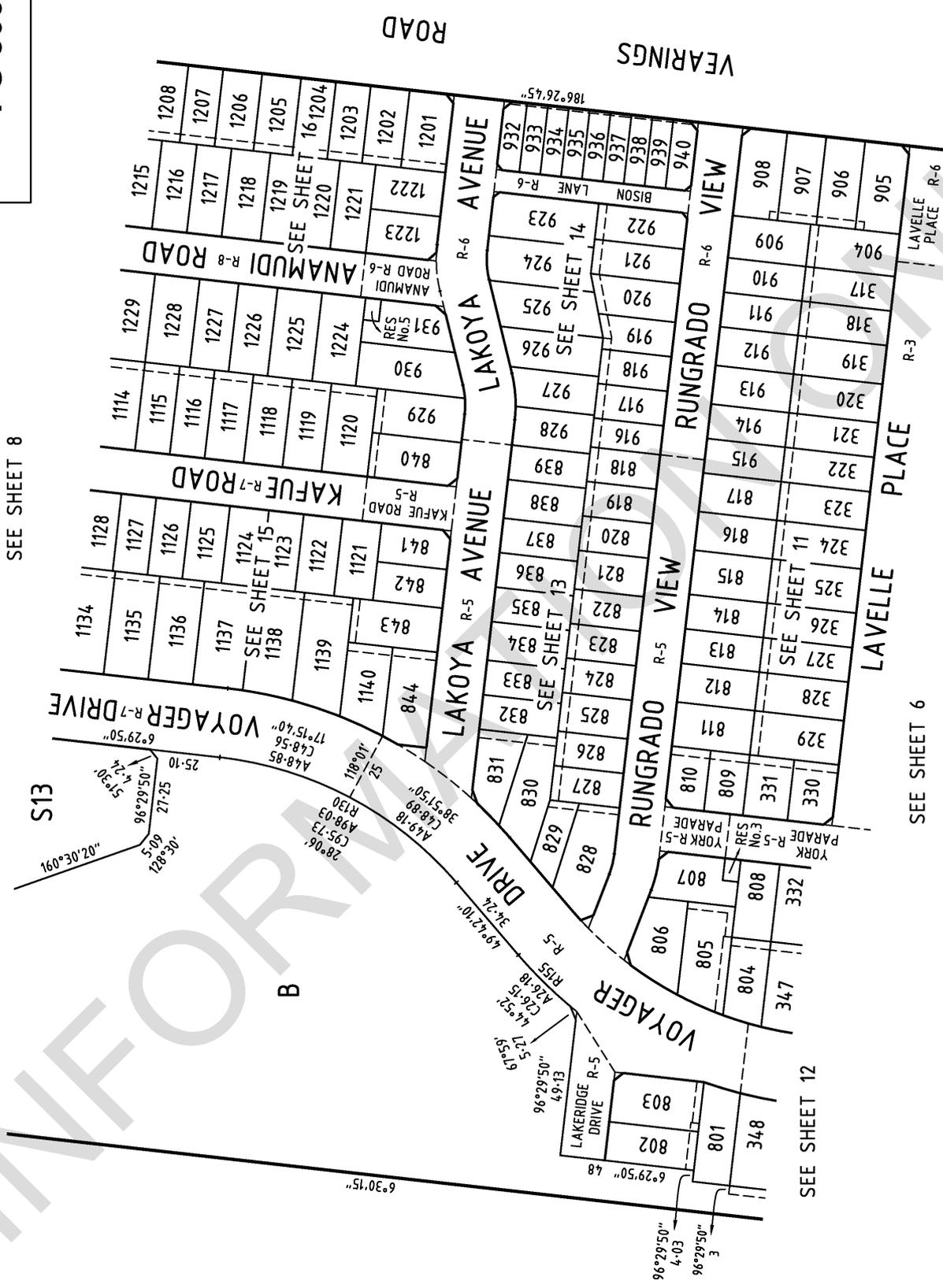
LENGTHS ARE IN METRES

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SHEET 6

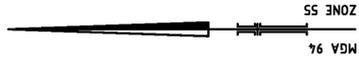
PS 803931Y



SEE SHEET 8

SEE SHEET 6

SEE SHEET 12



SCALE 1:1500	15 0 15 30 45 60 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
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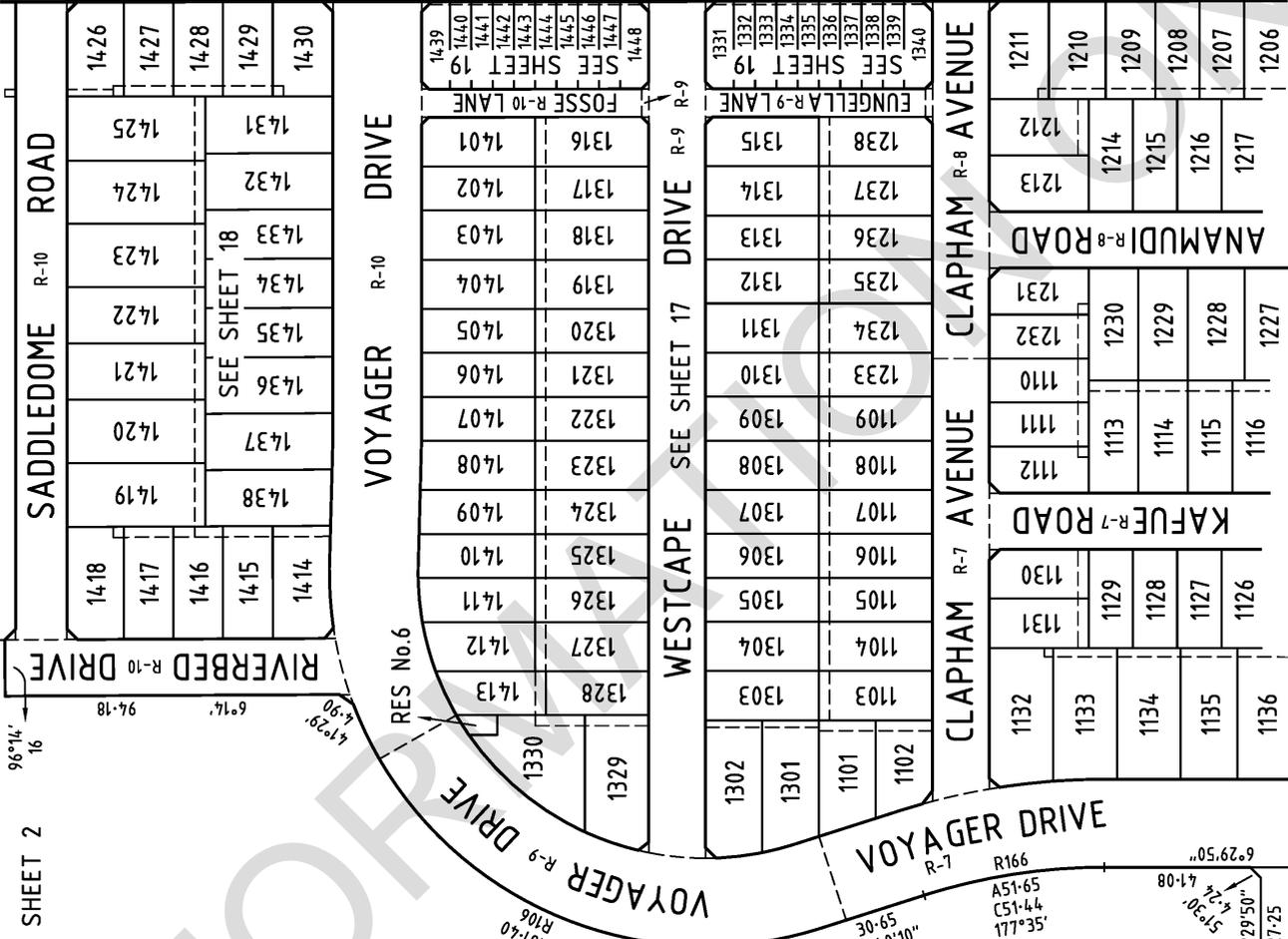
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VEARINGS ROAD

SEE SHEET 7



SEE SHEET 2

S13



SHEET 8

ORIGINAL SHEET SIZE: A3

60

LENGTHS ARE IN METRES

SCALE 1:1500

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SEE SHEET 12

SEE SHEET 10

SEE SHEET 6

357

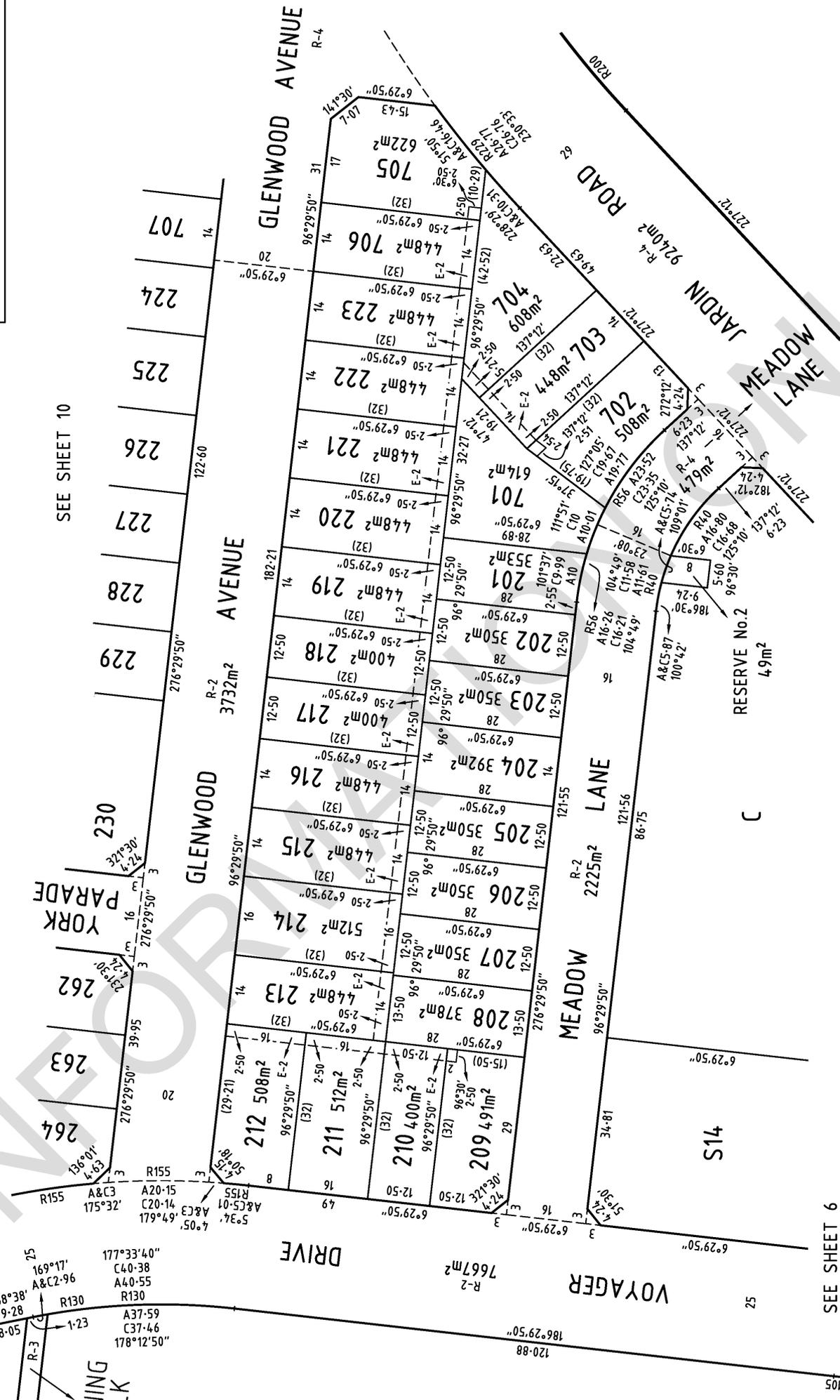
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DRIVE

VOYAGER

25

R105

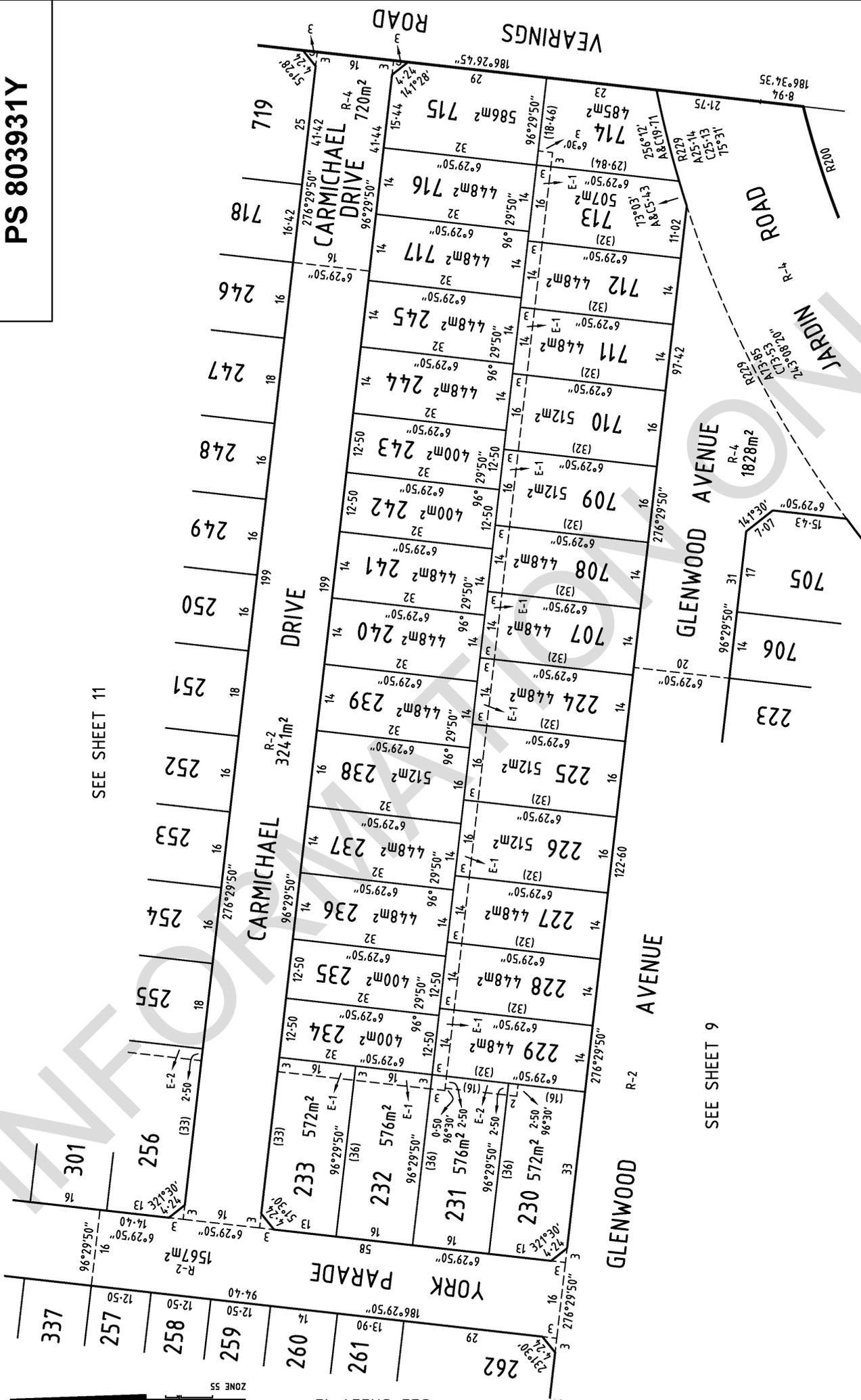


PS 8039311Y

SEE SHEET 11

SEE SHEET 12

SEE SHEET 9



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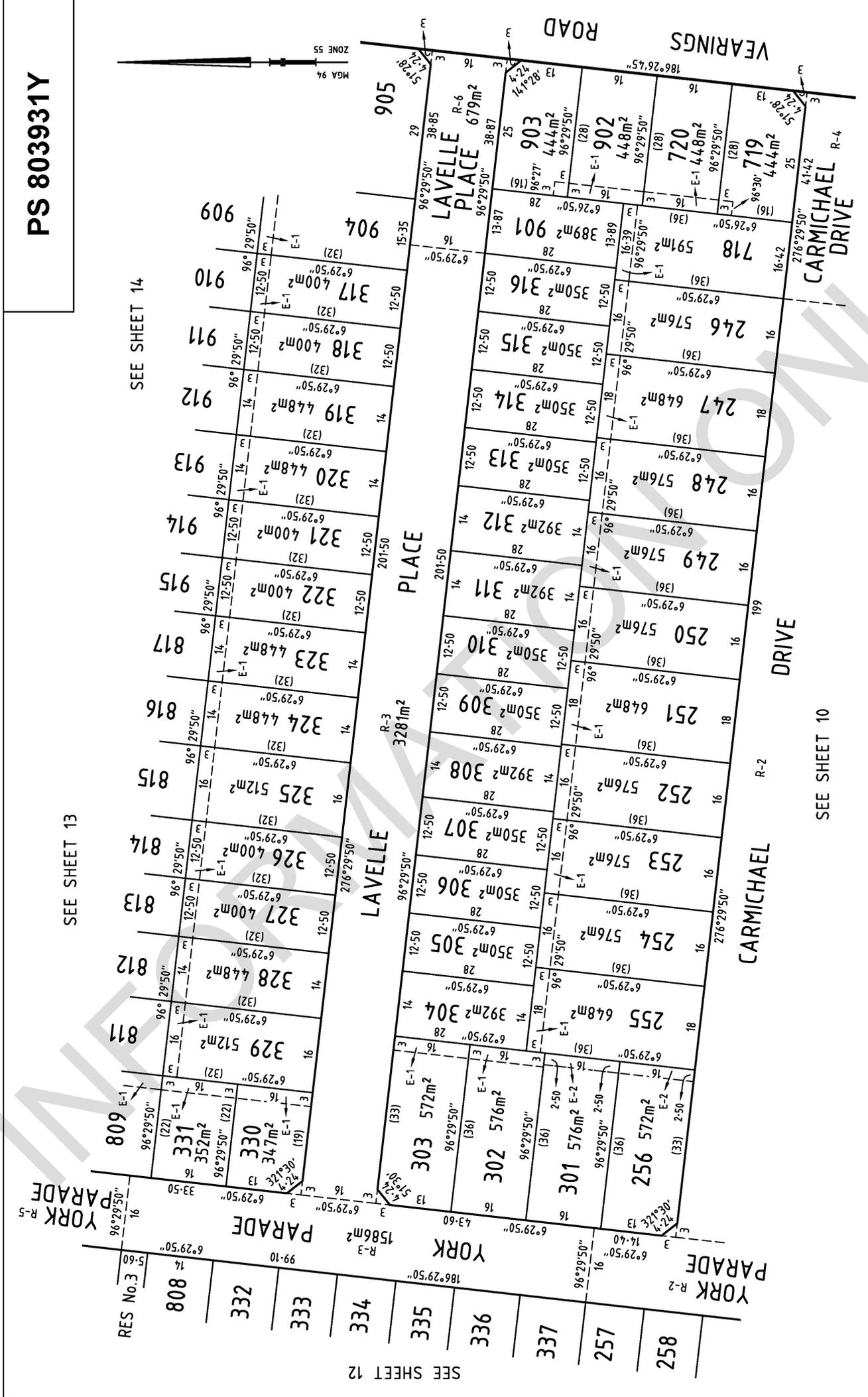
Lengths are in metres

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15  
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Version: 1  
Ref: 321249SV00C  
Licensed Surveyor: Mark Oswald Stansfield

SHEET 10

PS 803931Y



SEE SHEET 13

SEE SHEET 14

SEE SHEET 12

SEE SHEET 10



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<p>SCALE 1:750</p>	<p>7.5 0 7.5 15 22.5 30</p> <p>LENGTHS ARE IN METRES</p>	<p>Licensed Surveyor: Mark Oswald Stansfield Ref: 321249SV00C Version: 1</p>	

SEE SHEET 2

PS 803931Y



SEE SHEET 13

VOYAGER DRIVE R-5

YORK PARADE

SEE SHEET 11

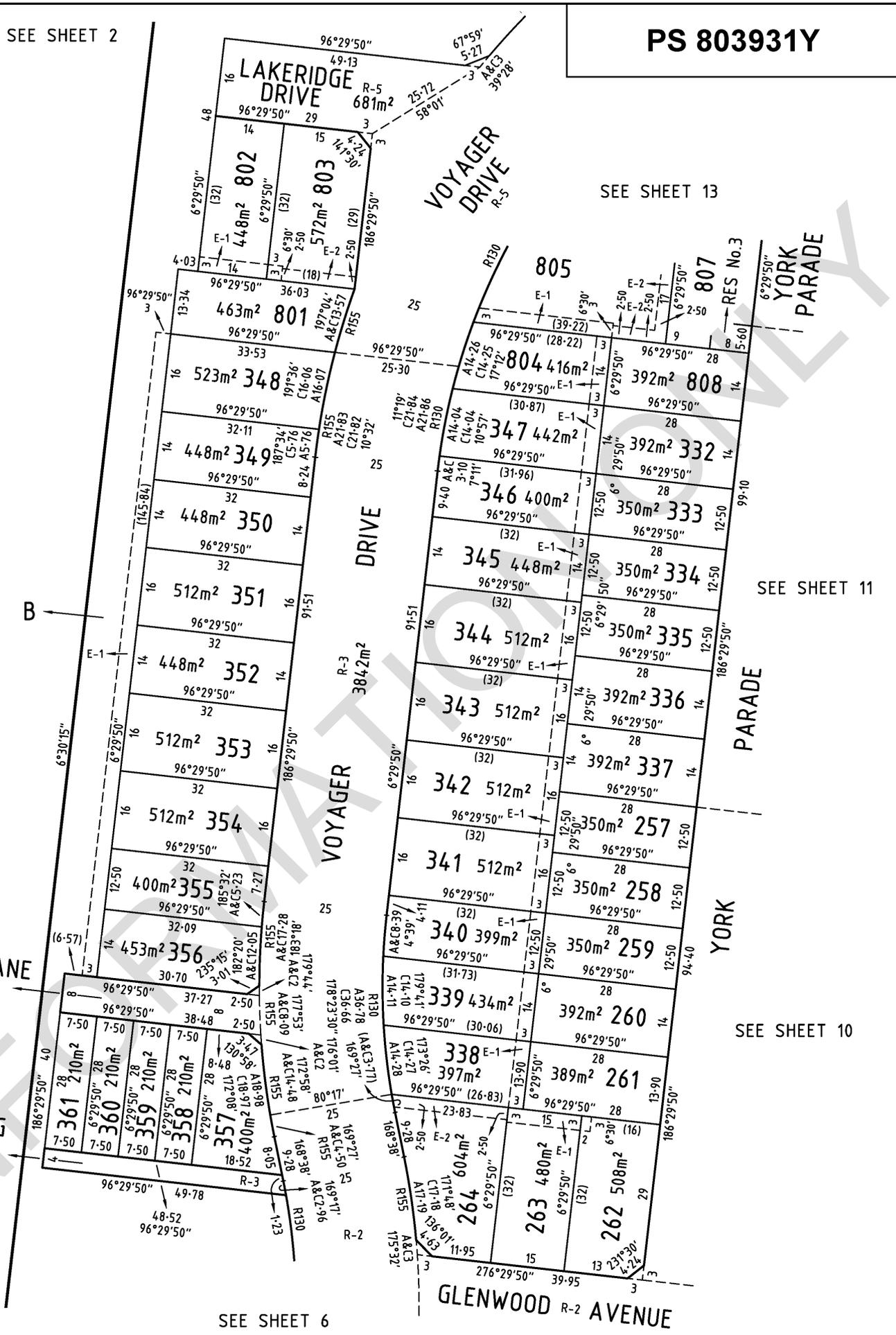
PARADE

YORK

SEE SHEET 10

GLENWOOD AVENUE R-2

SEE SHEET 6



ETHAN LANE R-3 328m²

CANNING WALK R-3 197m²



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SCALE 1:750  
7.5 0 7.5 15 22.5 30  
LENGTHS ARE IN METRES

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 321249SV00C  
Version: 1

ORIGINAL SHEET SIZE: A3

SHEET 12

PS 803931Y

SEE SHEET 15

SEE SHEET 12

SEE SHEET 11

RESERVE No.3  
4.5m<sup>2</sup>

SEE SHEET 12

SHEET 13

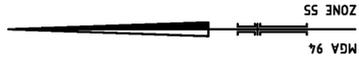
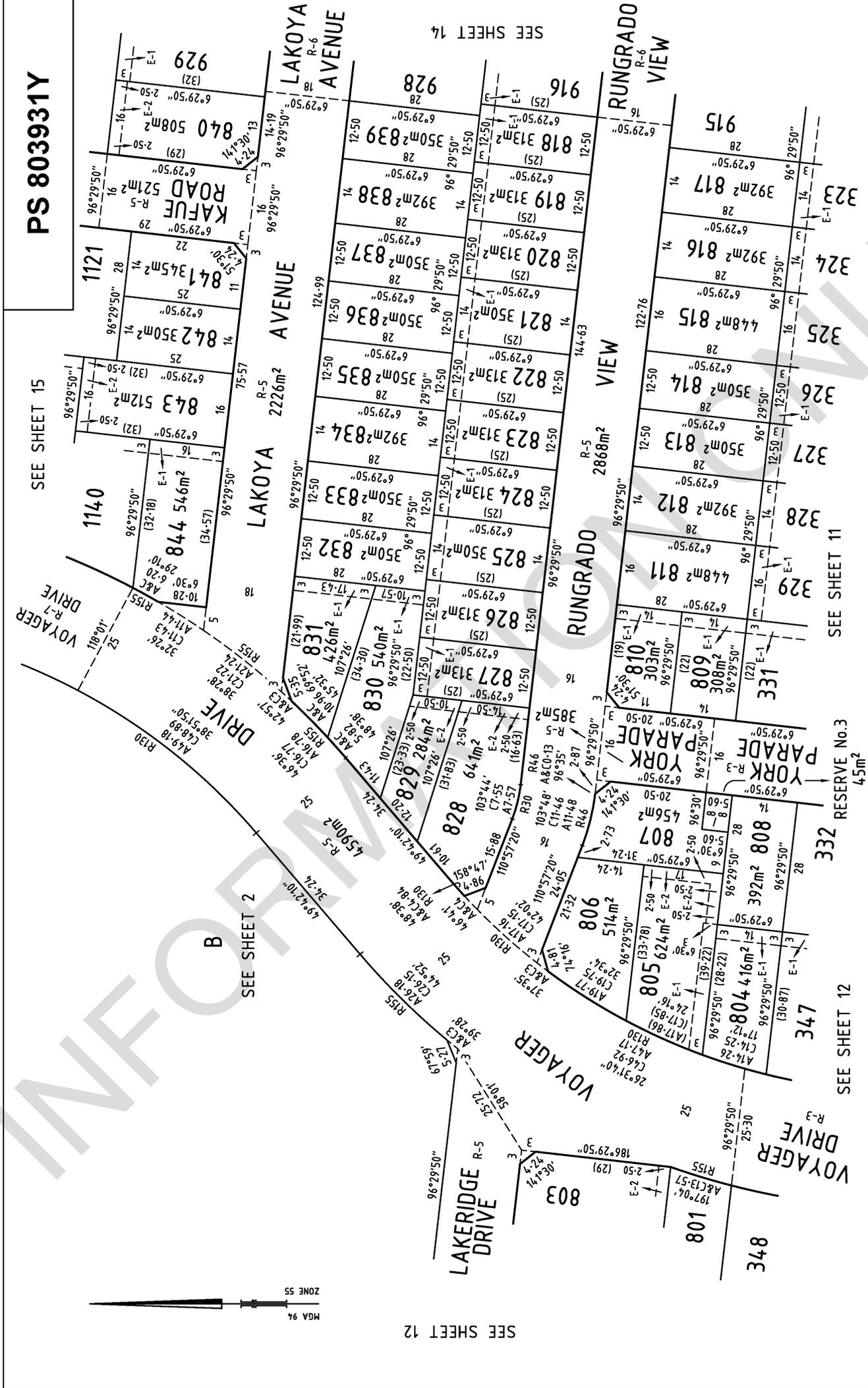
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SCALE  
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LENGTHS ARE IN METRES

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Version: 1

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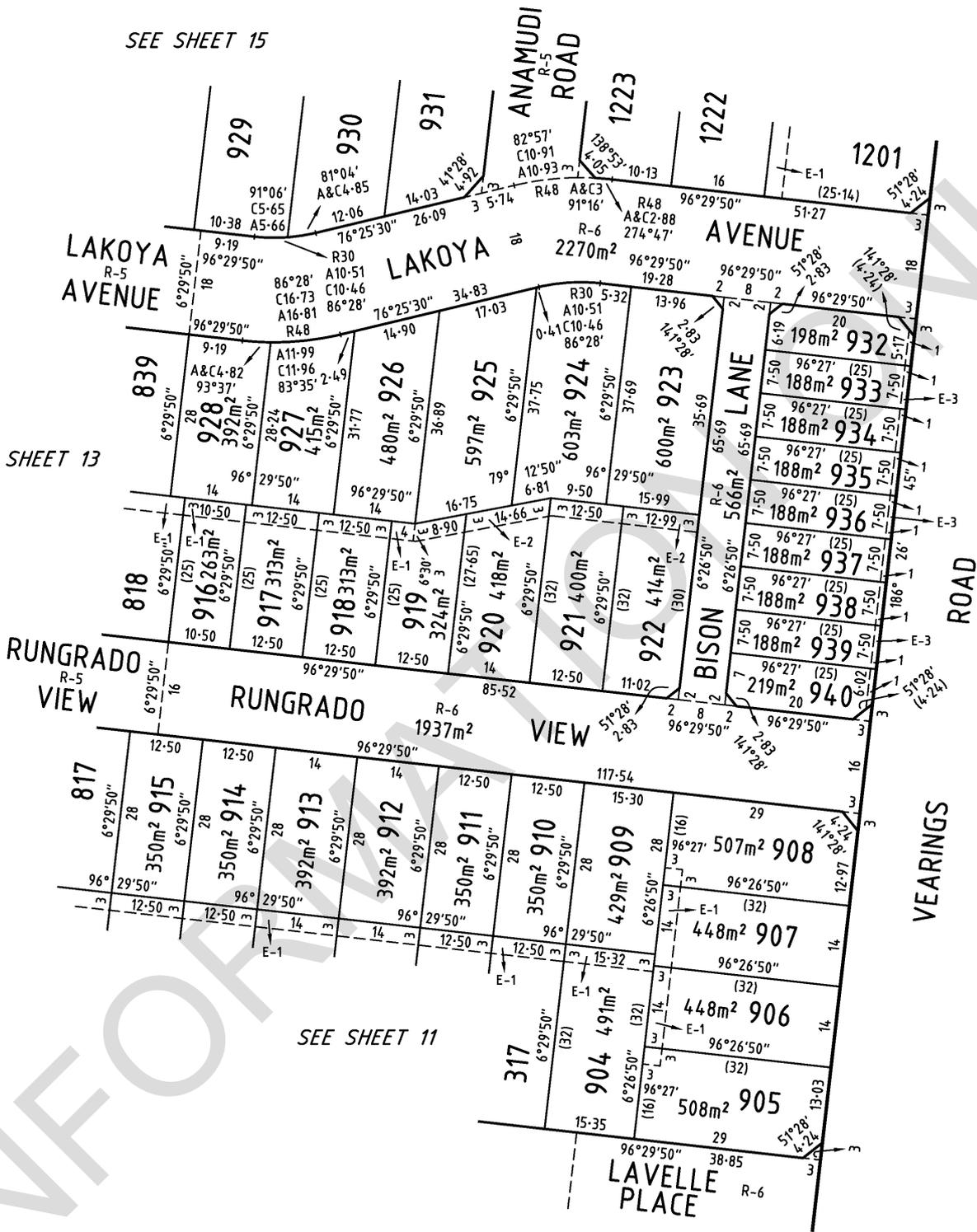


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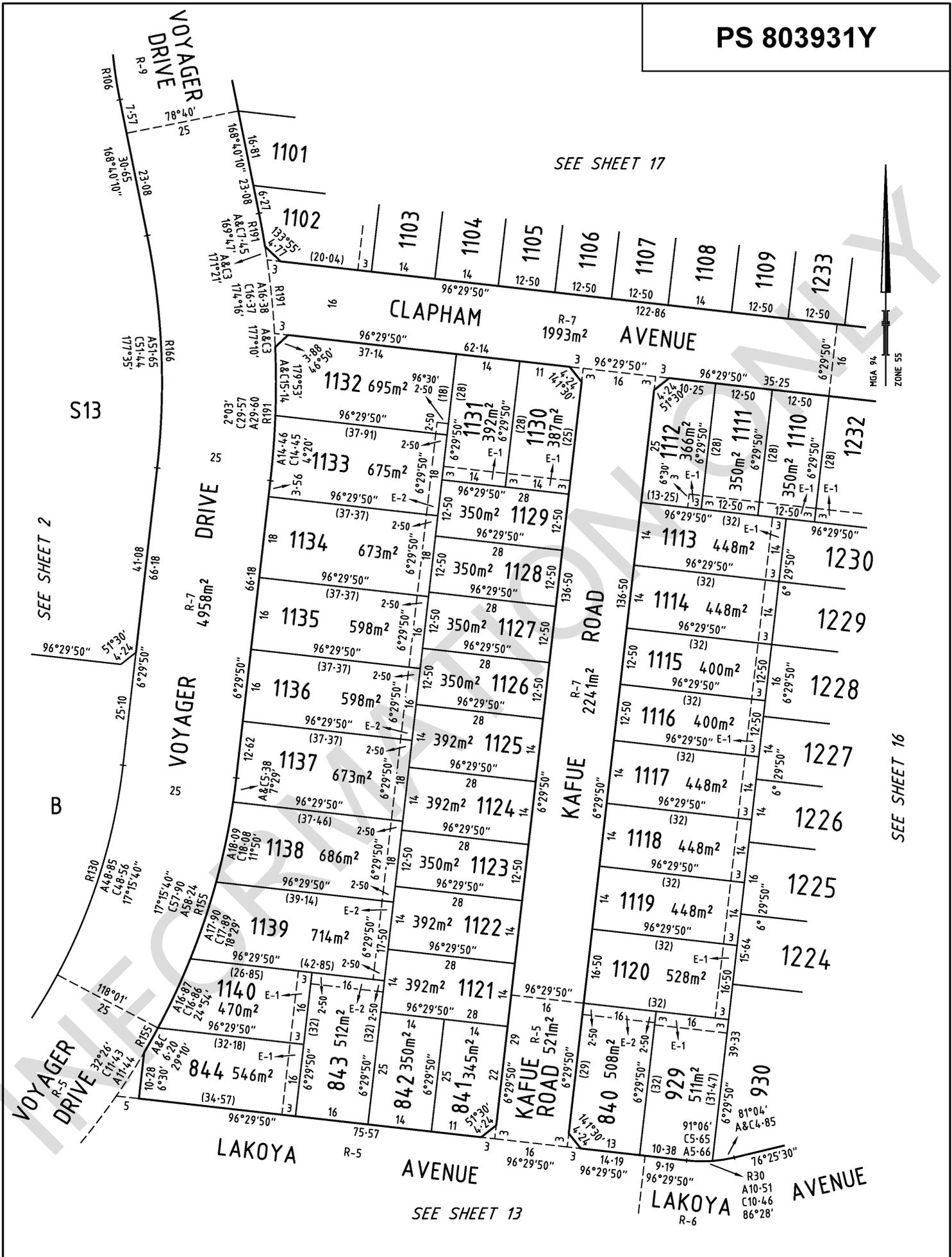
SEE SHEET 15

SEE SHEET 13

SEE SHEET 11



PS 803931Y



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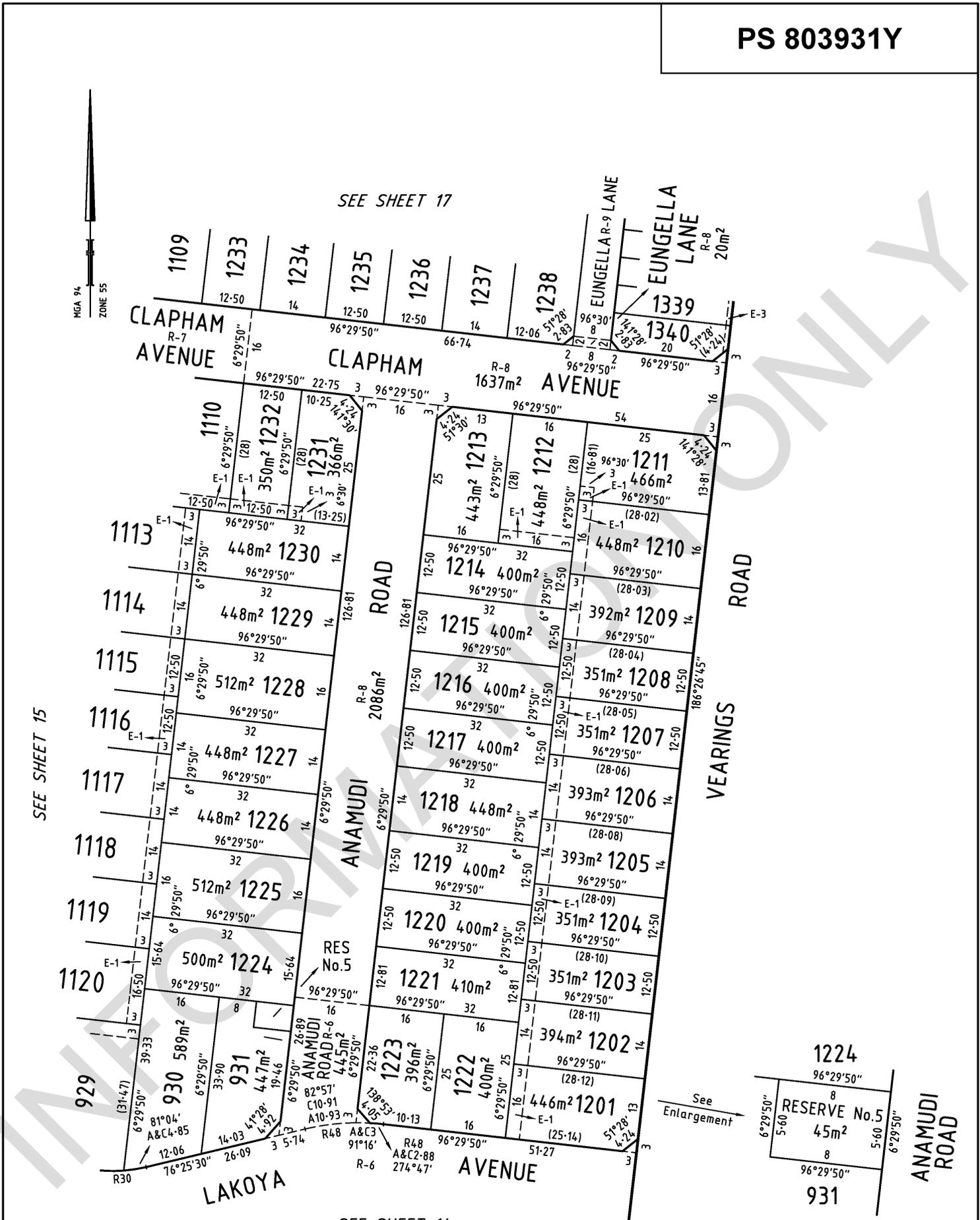
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SHEET 15

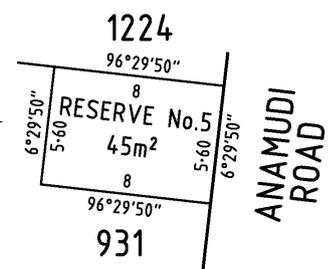
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SEE SHEET 17

SEE SHEET 15

SEE SHEET 14

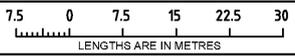


ENLARGEMENT  
SCALE 1:250



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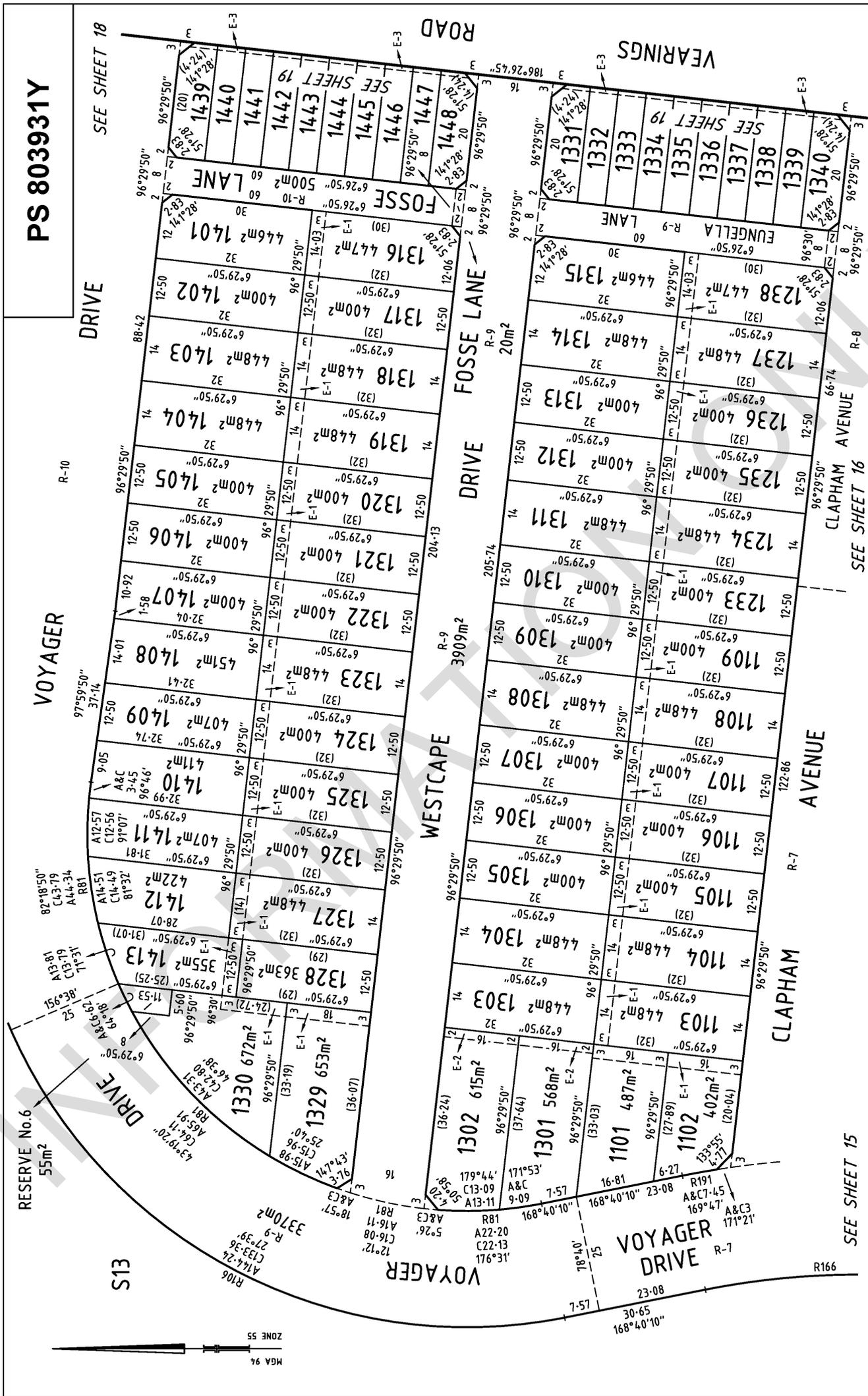


ORIGINAL SHEET  
SIZE: A3

SHEET 16

Licensed Surveyor: Mark Oswald Stansfield  
Ref: 321249SV00C  
Version: 1

PS 803931Y



SCALE	1:750
LENGTHS ARE IN METRES	
ORIGINAL SHEET SIZE: A3	
SHEET 17	

Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 321249SV00C  
 Version: 1

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SEE SHEET 2

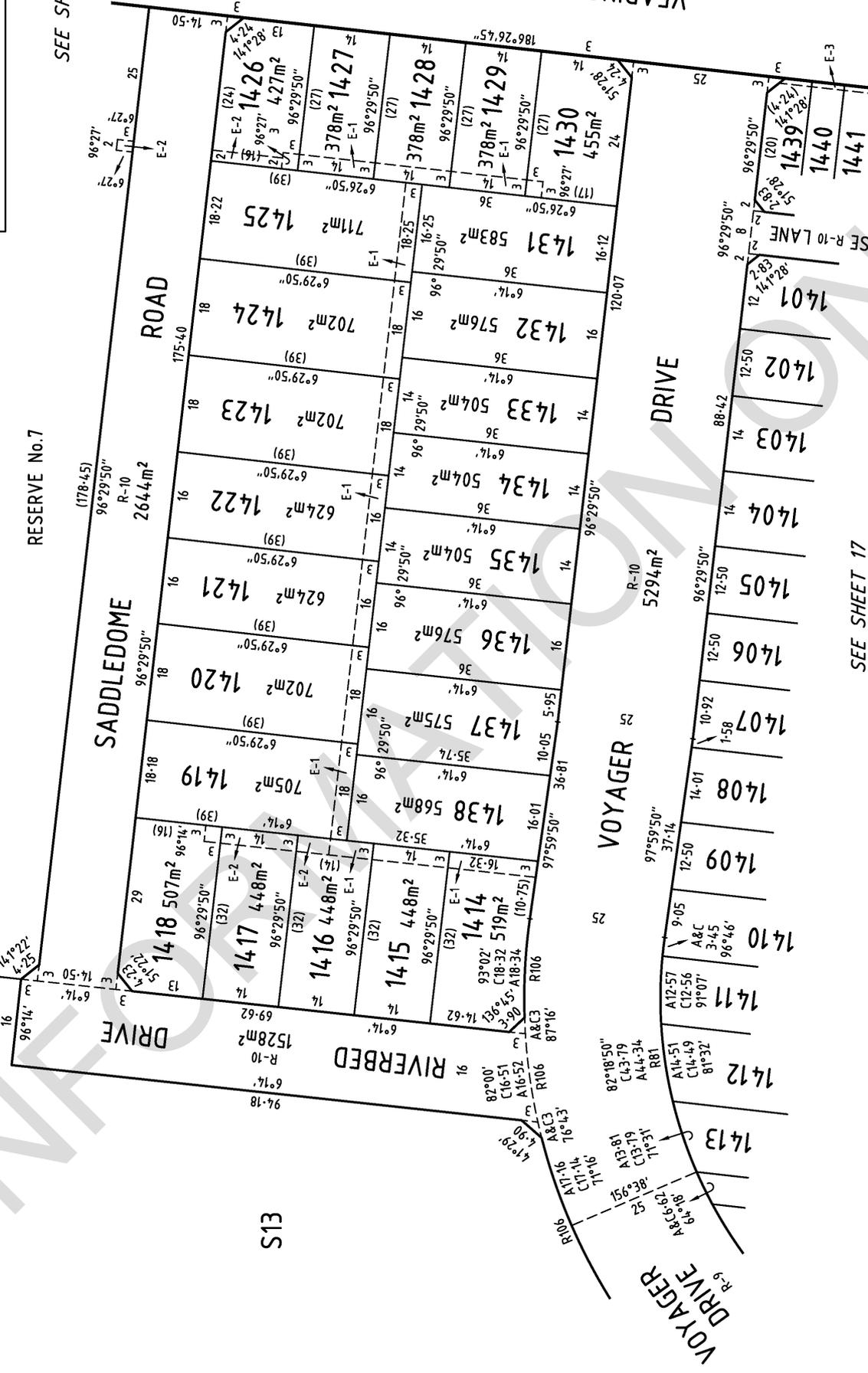
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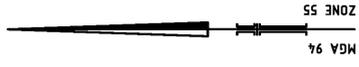
ROAD

VEARINGS ROAD

SEE SHEET 2



SEE SHEET 17



SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 18
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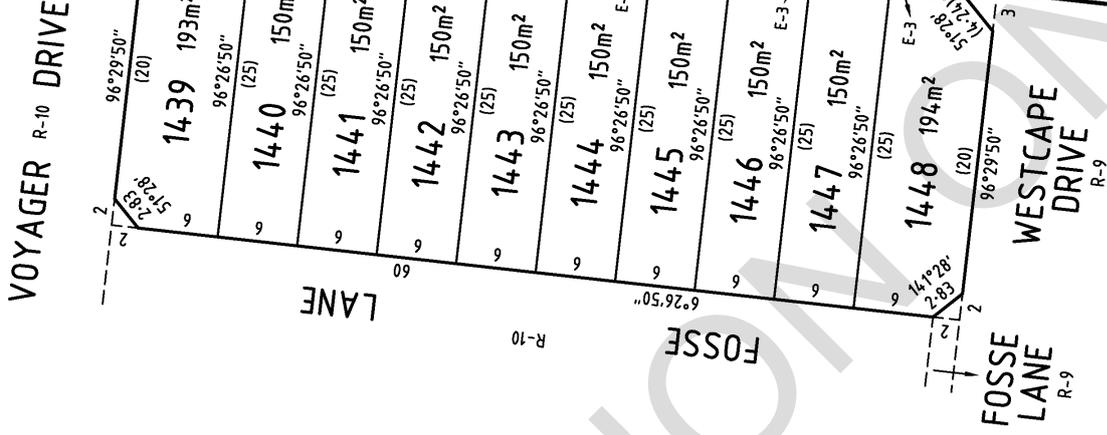
PS 803931Y

SEE SHEET 18

VOYAGER R-10 DRIVE

VEARINGS ROAD

LANE

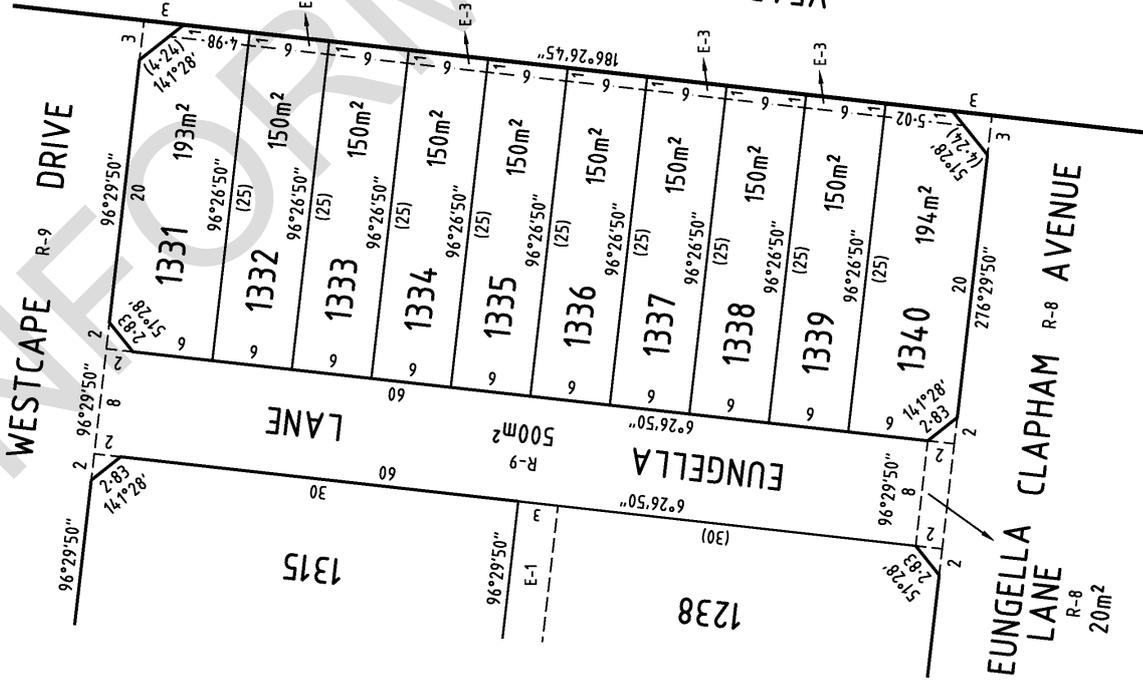


SEE SHEET 17

WESTCAPE R-9 DRIVE

VEARINGS ROAD

LANE



SEE SHEET 16



SCALE 1:400	LENGTHS ARE IN METRES 0 4 8 12 16	ORIGINAL SHEET SIZE: A3	SHEET 19
Licensed Surveyor: Mark Oswald Stansfield Ref: 321249SV00C Version: 1			

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**CREATION OF RESTRICTION No. 1**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 101 to 136 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5075.

**CREATION OF RESTRICTION No. 2**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 101 to 128 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 3**

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 101 to 136 (both inclusive)

Land to be Burdened: Lots 129 to 136 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 4**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 201 to 264 (both inclusive)

Land to be Burdened: Lots 201 to 264 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5168.

**CREATION OF RESTRICTION No. 5**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 201 to 264 (both inclusive)

Land to be Burdened: Lots 201 to 264 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (viii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 6**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 301 to 361 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5167.

**CREATION OF RESTRICTION No. 7**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 301 to 357 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 8**

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 301 to 361 (both inclusive)

Land to be Burdened: Lots 358 to 361 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 9****PS 803931Y**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 701 to 720 (both inclusive)

**Land to be Burdened:** Lots 701 to 720 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
- (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
- (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
- (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
- (A) Along a front street boundary; and
- (B) Between the front street boundary and the building line; and
- (C) Upon a side or rear boundary of a lot except a fence:
- (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
- (A) The development consists of a double storey dwelling;
- (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
- (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA7709.

**CREATION OF RESTRICTION No. 10**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

**Land to Benefit:** Lots 701 to 720 (both inclusive)

**Land to be Burdened:** Lots 701 to 720 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (viii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.



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**CREATION OF RESTRICTION No. 11****PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lots 801 to 844 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8135.

**CREATION OF RESTRICTION No. 12**

The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lots 801 to 828 and 830 to 844 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 13**

The following restriction is to be created upon registration of this plan for lots less than 300m<sup>2</sup>.

Land to Benefit: Lots 801 to 844 (both inclusive)

Land to be Burdened: Lot 829

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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**CREATION OF RESTRICTION No. 14**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 901 to 940 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8599.

**CREATION OF RESTRICTION No. 15**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 901 to 915 and 917 to 931 (all inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 16**

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 916 and 932 to 940 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 17**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 901 to 940 (both inclusive)

Land to be Burdened: Lots 932 to 940 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.

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**CREATION OF RESTRICTION No. 18**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1101 to 1140 (both inclusive)

Land to be Burdened: Lots 1101 to 1140 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8136.

**CREATION OF RESTRICTION No. 19**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

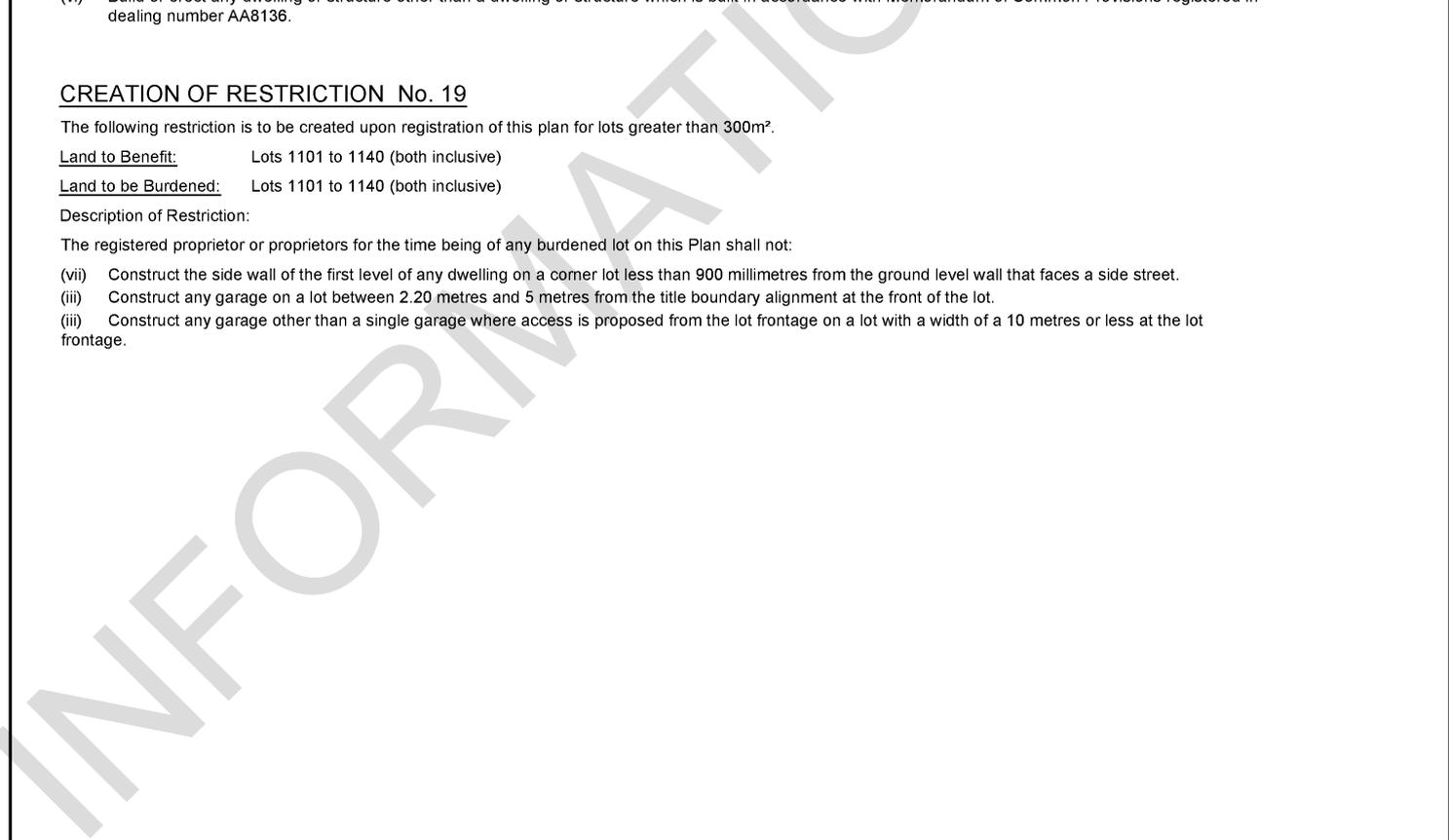
Land to Benefit: Lots 1101 to 1140 (both inclusive)

Land to be Burdened: Lots 1101 to 1140 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.



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**CREATION OF RESTRICTION No. 20**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

**Land to Benefit:** Lots 1201 to 1238 (both inclusive)

**Land to be Burdened:** Lots 1201 to 1238 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8154.

**CREATION OF RESTRICTION No. 21**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

**Land to Benefit:** Lots 1201 to 1238 (both inclusive)

**Land to be Burdened:** Lots 1201 to 1238 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.



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**CREATION OF RESTRICTION No. 22**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1301 to 1340 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8022.

**CREATION OF RESTRICTION No. 23**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1301 to 1330 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 24**

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1331 to 1340 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 25**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1301 to 1340 (both inclusive)

Land to be Burdened: Lots 1331 to 1340 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.

**CREATION OF RESTRICTION No. 26**

**PS 803931Y**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1401 to 1448 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
  - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
  - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
  - (A) The development consists of a double storey dwelling;
  - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
  - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA8023.

**CREATION OF RESTRICTION No. 27**

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1401 to 1438 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (vii) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (iii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage.

**CREATION OF RESTRICTION No. 28**

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1439 to 1448 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

**CREATION OF RESTRICTION No. 29**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1401 to 1448 (both inclusive)

Land to be Burdened: Lots 1439 to 1448 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Remove, deface or modify the Drystone Wall along the eastern boundary of the lots.
2. Deny access to representatives of Whittlesea City Council to effect maintenance or repairs on the Drystone Wall along the eastern boundary of the lots.
3. Construct any fence within the footway easement designated E-3 on this plan.
4. Place any object that cannot be removed safely by a single person within the footway easement designated E-3 on this plan.
5. Plant or allow to grow any vegetation containing any spikes, thorns, barbs or similar parts, or which is more than 0.50 metres in height within the footway easement designated E-3 on this plan.



414 La Trobe Street  
 PO Box 16084  
 Melbourne Vic 8007  
 T 61 3 9993 7888  
 spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield  
 Ref: 321249SV00C  
 Version: 1

ORIGINAL SHEET  
 SIZE: A3

SHEET 29

**CREATION OF RESTRICTION No. 30**

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots C, S13 and S14  
Land to be Burdened: Lot C

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

**CREATION OF RESTRICTION No. 31**

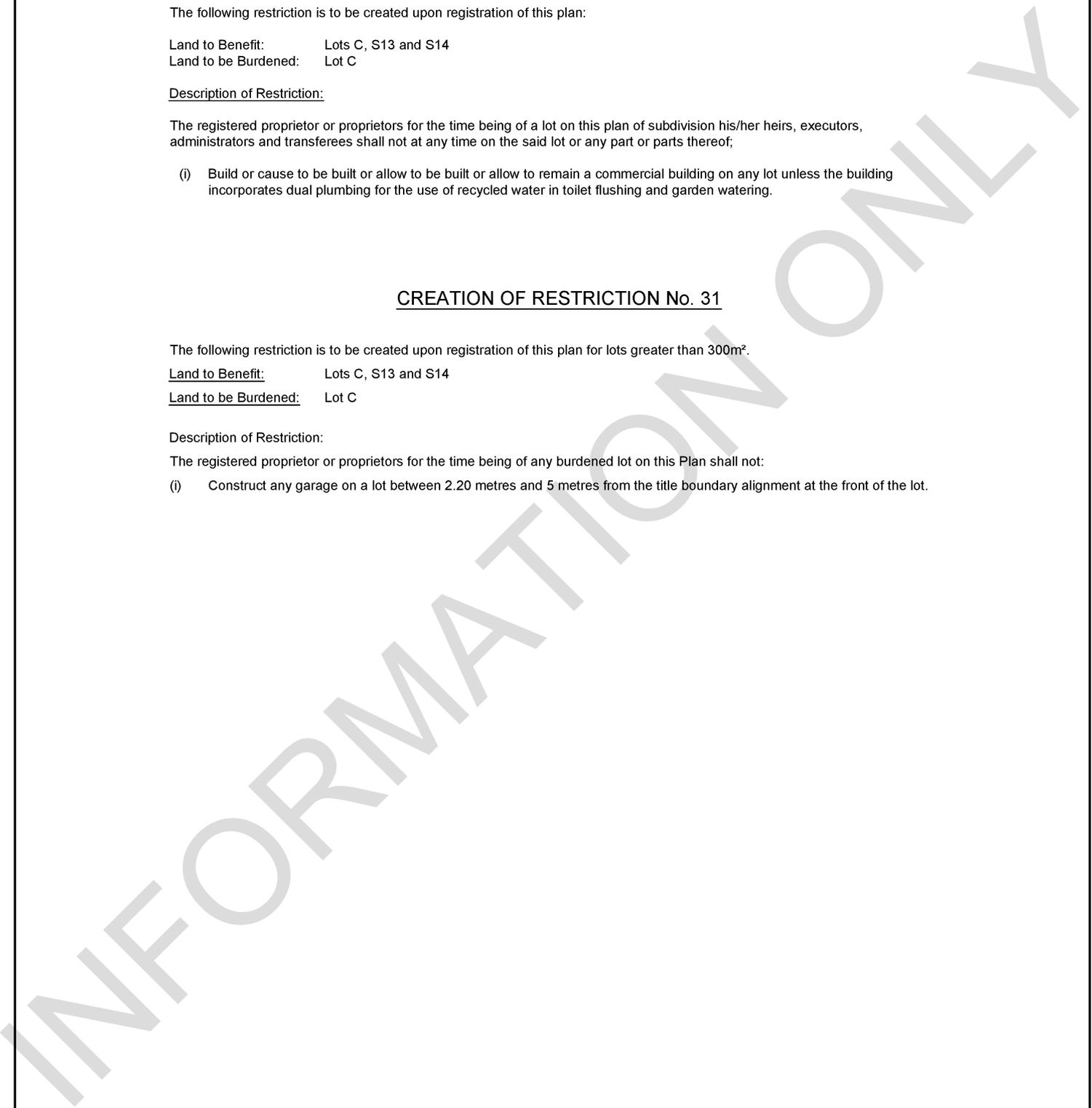
The following restriction is to be created upon registration of this plan for lots greater than 300m<sup>2</sup>.

Land to Benefit: Lots C, S13 and S14  
Land to be Burdened: Lot C

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.







# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 05/02/2025 04:42:48 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS803931Y**

The land in PS803931Y is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Lots 101 - 136, 201 - 264, 301 - 361, 701 - 720, 801 - 844, 901 - 940, 1101 - 1140, 1201 - 1238, 1301 - 1340, 1401 - 1448, S3, S13, S14.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

PS803931Y/S8 07/12/2022

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. OC043918Y 01/06/2019

### Additional Owners Corporation Information:

OC043917B 01/06/2019

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 101	10	10
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10
Lot 106	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS803931Y

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 107	10	10
Lot 108	10	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
Lot 112	10	10
Lot 113	10	10
Lot 114	10	10
Lot 115	10	10
Lot 116	10	10
Lot 117	10	10
Lot 118	10	10
Lot 119	10	10
Lot 120	10	10
Lot 121	10	10
Lot 122	10	10
Lot 123	10	10
Lot 124	10	10
Lot 125	10	10
Lot 126	10	10
Lot 127	10	10
Lot 128	10	10
Lot 129	10	10
Lot 130	10	10
Lot 131	10	10
Lot 132	10	10
Lot 133	10	10
Lot 134	10	10
Lot 135	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 136	10	10
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 217	10	10
Lot 218	10	10
Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	10	10
Lot 225	10	10
Lot 226	10	10
Lot 227	10	10
Lot 228	10	10



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS803931Y

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 229	10	10
Lot 230	10	10
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10
Lot 234	10	10
Lot 235	10	10
Lot 236	10	10
Lot 237	10	10
Lot 238	10	10
Lot 239	10	10
Lot 240	10	10
Lot 241	10	10
Lot 242	10	10
Lot 243	10	10
Lot 244	10	10
Lot 245	10	10
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 249	10	10
Lot 250	10	10
Lot 251	10	10
Lot 252	10	10
Lot 253	10	10
Lot 254	10	10
Lot 255	10	10
Lot 256	10	10
Lot 257	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 258	10	10
Lot 259	10	10
Lot 260	10	10
Lot 261	10	10
Lot 262	10	10
Lot 263	10	10
Lot 264	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 311	10	10
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10
Lot 315	10	10
Lot 316	10	10
Lot 317	10	10
Lot 318	10	10
Lot 319	10	10
Lot 320	10	10
Lot 321	10	10
Lot 322	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 323	10	10
Lot 324	10	10
Lot 325	10	10
Lot 326	10	10
Lot 327	10	10
Lot 328	10	10
Lot 329	10	10
Lot 330	10	10
Lot 331	10	10
Lot 332	10	10
Lot 333	10	10
Lot 334	10	10
Lot 335	10	10
Lot 336	10	10
Lot 337	10	10
Lot 338	10	10
Lot 339	10	10
Lot 340	10	10
Lot 341	10	10
Lot 342	10	10
Lot 343	10	10
Lot 344	10	10
Lot 345	10	10
Lot 346	10	10
Lot 347	10	10
Lot 348	10	10
Lot 349	10	10
Lot 350	10	10
Lot 351	10	10





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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 352	10	10
Lot 353	10	10
Lot 354	10	10
Lot 355	10	10
Lot 356	10	10
Lot 357	10	10
Lot 358	10	10
Lot 359	10	10
Lot 360	10	10
Lot 361	10	10
Lot 701	10	10
Lot 702	10	10
Lot 703	10	10
Lot 704	10	10
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 708	10	10
Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 714	10	10
Lot 715	10	10
Lot 716	10	10
Lot 717	10	10
Lot 718	10	10
Lot 719	10	10





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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 720	10	10
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10
Lot 814	10	10
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10
Lot 843	10	10
Lot 844	10	10
Lot 901	10	10
Lot 902	10	10
Lot 903	10	10
Lot 904	10	10
Lot 905	10	10
Lot 906	10	10
Lot 907	10	10
Lot 908	10	10
Lot 909	10	10
Lot 910	10	10
Lot 911	10	10
Lot 912	10	10
Lot 913	10	10



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**Entitlement and Liability:**

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Land Parcel	Entitlement	Liability
Lot 914	10	10
Lot 915	10	10
Lot 916	10	10
Lot 917	10	10
Lot 918	10	10
Lot 919	10	10
Lot 920	10	10
Lot 921	10	10
Lot 922	10	10
Lot 923	10	10
Lot 924	10	10
Lot 925	10	10
Lot 926	10	10
Lot 927	10	10
Lot 928	10	10
Lot 929	10	10
Lot 930	10	10
Lot 931	10	10
Lot 932	10	10
Lot 933	10	10
Lot 934	10	10
Lot 935	10	10
Lot 936	10	10
Lot 937	10	10
Lot 938	10	10
Lot 939	10	10
Lot 940	10	10
Lot 1101	10	10
Lot 1102	10	10





# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

**Entitlement and Liability:**

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Land Parcel	Entitlement	Liability
Lot 1103	10	10
Lot 1104	10	10
Lot 1105	10	10
Lot 1106	10	10
Lot 1107	10	10
Lot 1108	10	10
Lot 1109	10	10
Lot 1110	10	10
Lot 1111	10	10
Lot 1112	10	10
Lot 1113	10	10
Lot 1114	10	10
Lot 1115	10	10
Lot 1116	10	10
Lot 1117	10	10
Lot 1118	10	10
Lot 1119	10	10
Lot 1120	10	10
Lot 1121	10	10
Lot 1122	10	10
Lot 1123	10	10
Lot 1124	10	10
Lot 1125	10	10
Lot 1126	10	10
Lot 1127	10	10
Lot 1128	10	10
Lot 1129	10	10
Lot 1130	10	10
Lot 1131	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

**Entitlement and Liability:**

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Land Parcel	Entitlement	Liability
Lot 1132	10	10
Lot 1133	10	10
Lot 1134	10	10
Lot 1135	10	10
Lot 1136	10	10
Lot 1137	10	10
Lot 1138	10	10
Lot 1139	10	10
Lot 1140	10	10
Lot 1201	10	10
Lot 1202	10	10
Lot 1203	10	10
Lot 1204	10	10
Lot 1205	10	10
Lot 1206	10	10
Lot 1207	10	10
Lot 1208	10	10
Lot 1209	10	10
Lot 1210	10	10
Lot 1211	10	10
Lot 1212	10	10
Lot 1213	10	10
Lot 1214	10	10
Lot 1215	10	10
Lot 1216	10	10
Lot 1217	10	10
Lot 1218	10	10
Lot 1219	10	10
Lot 1220	10	10





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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1221	10	10
Lot 1222	10	10
Lot 1223	10	10
Lot 1224	10	10
Lot 1225	10	10
Lot 1226	10	10
Lot 1227	10	10
Lot 1228	10	10
Lot 1229	10	10
Lot 1230	10	10
Lot 1231	10	10
Lot 1232	10	10
Lot 1233	10	10
Lot 1234	10	10
Lot 1235	10	10
Lot 1236	10	10
Lot 1237	10	10
Lot 1238	10	10
Lot 1301	10	10
Lot 1302	10	10
Lot 1303	10	10
Lot 1304	10	10
Lot 1305	10	10
Lot 1306	10	10
Lot 1307	10	10
Lot 1308	10	10
Lot 1309	10	10
Lot 1310	10	10
Lot 1311	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1312	10	10
Lot 1313	10	10
Lot 1314	10	10
Lot 1315	10	10
Lot 1316	10	10
Lot 1317	10	10
Lot 1318	10	10
Lot 1319	10	10
Lot 1320	10	10
Lot 1321	10	10
Lot 1322	10	10
Lot 1323	10	10
Lot 1324	10	10
Lot 1325	10	10
Lot 1326	10	10
Lot 1327	10	10
Lot 1328	10	10
Lot 1329	10	10
Lot 1330	10	10
Lot 1331	10	10
Lot 1332	10	10
Lot 1333	10	10
Lot 1334	10	10
Lot 1335	10	10
Lot 1336	10	10
Lot 1337	10	10
Lot 1338	10	10
Lot 1339	10	10
Lot 1340	10	10



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**OWNERS CORPORATION 1  
PLAN NO. PS803931Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1401	10	10
Lot 1402	10	10
Lot 1403	10	10
Lot 1404	10	10
Lot 1405	10	10
Lot 1406	10	10
Lot 1407	10	10
Lot 1408	10	10
Lot 1409	10	10
Lot 1410	10	10
Lot 1411	10	10
Lot 1412	10	10
Lot 1413	10	10
Lot 1414	10	10
Lot 1415	10	10
Lot 1416	10	10
Lot 1417	10	10
Lot 1418	10	10
Lot 1419	10	10
Lot 1420	10	10
Lot 1421	10	10
Lot 1422	10	10
Lot 1423	10	10
Lot 1424	10	10
Lot 1425	10	10
Lot 1426	10	10
Lot 1427	10	10
Lot 1428	10	10
Lot 1429	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS803931Y

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1430	10	10
Lot 1431	10	10
Lot 1432	10	10
Lot 1433	10	10
Lot 1434	10	10
Lot 1435	10	10
Lot 1436	10	10
Lot 1437	10	10
Lot 1438	10	10
Lot 1439	10	10
Lot 1440	10	10
Lot 1441	10	10
Lot 1442	10	10
Lot 1443	10	10
Lot 1444	10	10
Lot 1445	10	10
Lot 1446	10	10
Lot 1447	10	10
Lot 1448	10	10
Lot S3	80	1
Lot S13	500	1
Lot S14	100	1
<b>Total</b>	<b>4990.00</b>	<b>4313.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 July 2024 11:19 AM

## PROPERTY DETAILS

Address: **55 VOYAGER DRIVE WOLLERT 3750**  
 Lot and Plan Number: **Lot 348 PS803931**  
 Standard Parcel Identifier (SPI): **348\PS803931**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1078369**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 388 C9**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**

## 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 5 \(UGZ5\)](#)



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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



## 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](https://www.vpa.vic.gov.au/)



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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 26 June 2024.

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

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

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 17 July 2024 11:19 AM

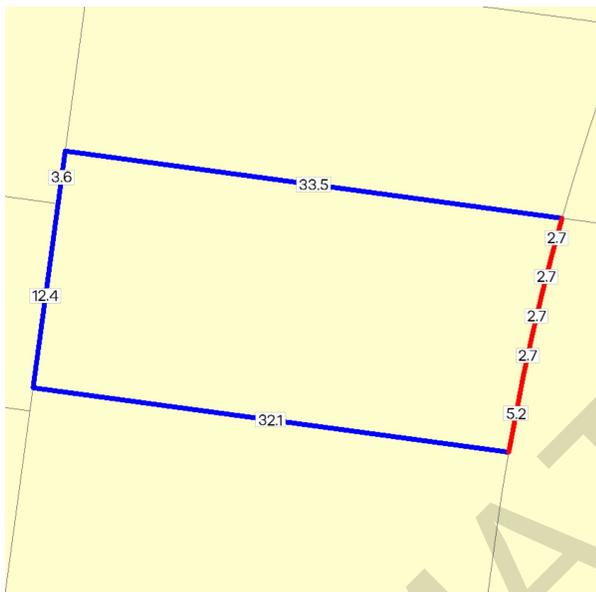
## PROPERTY DETAILS

Address: **55 VOYAGER DRIVE WOLLERT 3750**  
Lot and Plan Number: **Lot 348 PS803931**  
Standard Parcel Identifier (SPI): **348\PS803931**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1078369**  
Directory Reference: **Melway 388 C9**

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

## SITE DIMENSIONS

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



**Area:** 523 sq. m

**Perimeter:** 98 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 METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## 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 be 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



INFORMATION



**DJM Building Consultants Pty Ltd**  
Suite 6, 24 Lakeside Drive  
Burwood East, 3151  
P: 9887 7990  
E: [djm@djmbc.com.au](mailto:djm@djmbc.com.au)

Application Number: BLD20195439

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

**Building Permit No. CBSU 60948/8975973200461**

#### Issued to

Agent of Owner **Carlisle Homes - North**  
Postal Address **2 Nexus Court Mulgrave** Postcode **3170**  
Address for serving or giving of documents: **2 Nexus Court Mulgrave** Postcode **3170**  
Contact Person **Xavier Perez** Telephone

#### Ownership Details (if person issued with permit is not the owner)

Owner **K.K. & S. K. Baldota**  
Postal Address **16 Macqueen Street Mernda** Postcode **3754**

#### Property Details [include title details as and if applicable]

Number **55** Street/Road **Voyager Drive** Suburb **Wollert** Postcode **3750**  
Lot/s **348** LP/PS **PS803931**

Municipal District **Whittlesea City Council**

#### Builder

Name **Carlisle Homes Pty Ltd** Telephone **0385614777**  
Address **2 Nexus Court Mulgrave 3170**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Carlisle Homes Pty Ltd	CDB-U	CDB-U 50143

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Buratt Consulting Engineers	EC	EC 27297

#### Details of Domestic Building Work Insurance<sup>5</sup>

The issuer or provider of the required insurance policy is: **VMIA**

#### Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

## Nature of Building Work

Description: **Detached Dwelling and Garage**

Storeys contained: **1**

BAL Level: **N/A**

Termite Zone: **No**

Version of BCA applicable to permit: **2019 Vol 2**

Cost of Building Work: **\$370,219.00**

Total floor area of new building work in m<sup>2</sup>: **308**

## Building classification

Part of Building: **Whole**

BCA Classification: **1ai**

Part of Building: **Whole**

BCA Classification: **10a**

## Performance Solution

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

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Overhangs Clause 3.2.2.7	P2.1.1
Mortar Mix Tolerances Clause 3.3.5.4 & 3.3.5.0, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
This Building Permit has been issued using a performance solution approach to determine compliance with Performance Provision P2.1.2 of the Building Code of Australia. Clause 3.10.3	P2.1.2
Gutter Overflow Clause 3.5.2 & AS 3500.3	P2.2.1 & P2.2.2
Downpipe Spacing Clause 3.5.2.5	P2.2.1 & P2.2.2
Height of DPC above Ground Level for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Width of Masonry Veneer Cavity Clause 3.3.5.6	P2.2.2
Damp-proof course/flashing setback distance on face masonry & rendered walls Clause 3.3.5.8(b) & 3.3	P2.2.2 & P2.2.3
Wet Area Construction Laundries, Powder Rooms & WC's Clause 3.8.1.2, Table 3.8.1.1 & AS 3740	P2.4.1
Wet Area Construction - Bathrooms, Laundries & W.C's Clause 3.8.1.2 & AS 3470	P2.4.1
Stair Tread Height & Riser Consistency for a Domestic Stair Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Reticulated Grey Water Clause 3.12.0(a) (Victorian variation)	P2.6.1 (Victorian variation)

## Protection Work

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

## Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-slab Inspection
3. Steel for Slab Inspection
4. Framework Inspection
5. Occupancy Permit Inspection

## 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/part of the building in relation to which the building work is carried out.

### **Commencement and Completion**

This building work must commence by 25 October 2020

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 25 October 2021

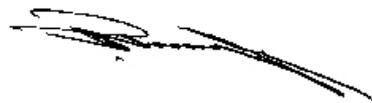
If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### **Conditions**

This permit is subject to the following conditions

1. Roof truss computations to be provided for approval prior to frame inspection. Note: Lintel sizes may be altered if supporting point loads.

### **Relevant Building Surveyor**



Name: **DJM Building Consultants Pty Ltd**  
Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**  
Building practitioner registration no.: **CBSU 60948**  
Permit no.: **CBSU 60948/8975973200461**  
Date of issue of permit: **25 October 2019**

# Domestic Building Insurance

## Certificate of Insurance

**Kapil Kanhaiyalal Baldota, Sahitya Kapil Baldota**

**16 MacQueen St  
MERNDA  
VIC 3754**

Policy Number:

**C469199**

Policy Inception Date:

**16/10/2019**

Builder Account Number:

**003848**

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 348 Voyager Drive Wollert VIC 3750 Australia**

Carried out by the builder: **CARLISLE HOMES PTY LTD**

Builder ACN: **106263209**

**!** 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): **Kapil Kanhaiyalal Baldota, Sahitya Kapil Baldota**

Pursuant to a domestic building contract dated: **10/10/2019**

For the contract price of: **\$ 370,219.00**

Type of Cover: **Cover is only provided if CARLISLE 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](mailto: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.

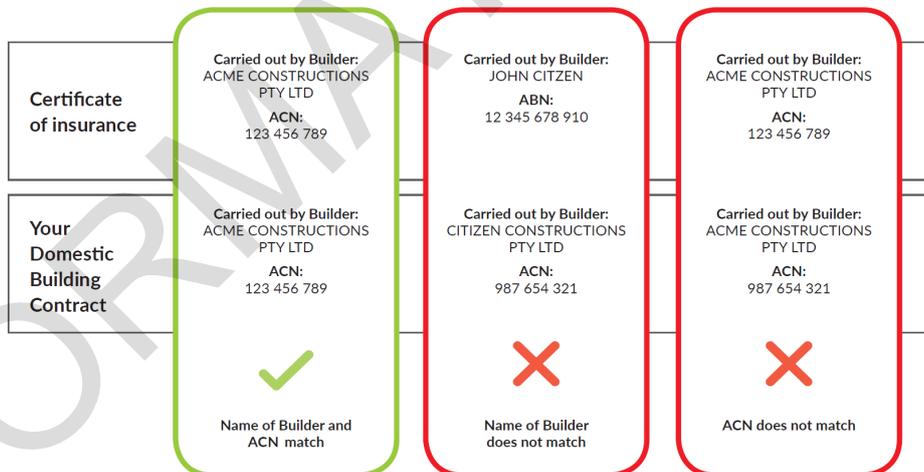
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$750.00</b>
GST:	<b>\$75.00</b>
Stamp Duty:	<b>\$82.50</b>
<b>Total:</b>	<b>\$907.50</b>

**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*



## Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

<b>Owners Corporation No.</b>	Owners Corporation No. 1 PS803931Y	
<b>Prepared for:</b>	Lot 348	55 Voyager Drive Wollert VIC 3750
<b>Postal Address:</b>	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
<b>Vendor</b>	Kapil Baldota & Sahitya Baldota	
<b>Purchaser:</b>	Not Known	
<b>Applicant:</b>	Sudheesh Ambalathingal - BK Lawyers and Conveyancers Pty Ltd	
<b>Applicant Reference:</b>	BKPP 7791/2025	
<p><b>IMPORTANT:</b> The information in this certificate has been issued on <b>7 March 2025</b></p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p><b>This Certificate has been issued for Lot 348 on Owners Corporation No. 1 PS803931Y</b></p>		

- The annual fee for the current financial year ending **30/06/2025** for the lot is **\$990** payable on a quarterly basis.

*The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General Meeting and may be subject to change depending on the budget set each year.*

Due Date	Description	Amount
01/07/2024	Pre-Issue OC Fee for period 01.07.2024 – 30.09.2024	\$247.50
01/10/2024	Pre-Issue OC Fee for period 01.10.2024 – 31.12.2024	\$247.50
01/01/2025	OC Fee for period 01.01.2025 – 31.03.2025	\$247.50
01/04/2025	OC Fee for period 01.04.2025 – 30.06.2025	\$247.50
	<b>Total:</b>	<b>\$990</b>

- The fees are paid up until **30/06/2025**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**  
**Please refer to the attached Current Owner Account Statement for a detailed breakdown.**

4. The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
Nil	Nil	Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:  
**None known as of the date of this certificate.**

6. The Owners Corporation has the following insurance cover:  
**Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency**

**Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation.**

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.  
**In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.**

8. The total funds held by the Owners Corporation as at **7 March 2025** are:

Fund	Amount
Administrative Fund	<b>\$6,096.74</b>

9. The Owners Corporation **does not** have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and/or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and/or any insurance policy premium, if required a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.

10. As of **7 March 2025** there is a total amount of **\$44,800.23** of fees and levies owing to the Owners Corporation in arrears.  
**It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.**

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:  
**The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.**

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

- **Club Rathdowne Limited (ACN 632 420 798) – Residents Club Agreement**
- **Quantum United Management – Management Agreement**

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:

**The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the**

Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?  
**None as of the date of this certificate.**
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
- **Vendors are to handover any/all access proximity swipe access cards to Club Rathdowne that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.**
  - **Nature Strip Maintenance (Lots 101 to 699): All lots within Stages 1 to 6 are responsible for the maintenance of their nature strip(s) effective 01/12/2022. All other lot nature strips are currently being maintained by the developer until further notice.**

**IMPORTANT:**

As an owner within Rathdowne, there are various governing documents attached to your title requiring each owner to ensure the construction of their home complies with the Rathdowne Design Guidelines. Both Quantum and the owners corporation are not responsible for enforcing the Design Guidelines.

For further information refer to your contract of sale and/or sales agent.

18. The following attachments are linked to this certificate:
- Attachment 1: Minutes of the last Annual General Meeting
  - Attachment 2: Owners Corporation Insurance Certificate of Currency
  - Attachment 3: Owners Corporation Model Rules
  - Attachment 4: Owners Corporation Registered Rules
  - Attachment 5: Owners Corporation Building & Design Guidelines
  - Attachment 6: Change of Owner Details Form
  - Attachment 7: Residents Club Agreement

**All information provided within this certificate is correct to the best of our knowledge as of the date it has been issued and is strictly valid on its day of issue.**

**An update on this certificate will be provided (items 1 – 5) for a fee of \$50.00 incl. GST within 60 days of the issue date. Once expired, an application must be made for a new certificate.**

Content contained therein in this certificate may be subject to change without notice and furthermore, no other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 1 PS803931Y by:



**Jeremy Evans**

**Dated: 7 March 2025**

*In the capacity as Owners Corporation Manager pursuant to the instrument of delegation made by the Owners Corporation.*

**Quantum United Management Pty Ltd**

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: [rathdowne@quantumunited.com.au](mailto:rathdowne@quantumunited.com.au)

# STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

## SCHEDULE 3

*Owners Corporations Regulations 2018 Regulation 17*

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an Owners Corporation?**

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### **Management of an Owners Corporation**

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

## Current Owner Account

Kapil Baldota & Sahitya Baldota

Lot 348 Unit 55

OC No.1 PS803931Y

Rathdowne, 430 Craigeburn Road, Wollert VIC 3750

Purchased: 06/09/2019 UE / AE: 10.00 / 4,990.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/04/2023	OC Fee 01.04.23 to 30.06.23	247.50	0.00	0.00	0.00	247.50	247.50
17/04/2023	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
1/07/2023	Pre Issue OC Fee 01/07/2023 - 30/09/2023	247.50	0.00	0.00	0.00	247.50	247.50
17/07/2023	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
1/10/2023	Pre Issue OC Fee 01/10/2023 - 31/12/2023	247.50	0.00	0.00	0.00	247.50	247.50
16/10/2023	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
1/01/2024	OC Fees 01.01.24 to 31.03.24	247.50	0.00	0.00	0.00	247.50	247.50
15/01/2024	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
1/04/2024	OC Fees 01.04.24 to 30.06.24	247.50	0.00	0.00	0.00	247.50	247.50
15/04/2024	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
1/07/2024	OC Fees 01.07.24 to 30.09.24	247.50	0.00	0.00	0.00	247.50	247.50
1/07/2024	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	0.00
15/07/2024	Levy payment for 348/803931Y	0.00	0.00	-247.50	0.00	-247.50	-247.50
29/07/2024	Allocation of unallocated money for 348/803931Y	-247.50	0.00	247.50	0.00	0.00	-247.50
1/10/2024	OC Fees 01.10.24 to 31.12.24	247.50	0.00	0.00	0.00	247.50	0.00
15/10/2024	Levy payment for 348/803931Y	0.00	0.00	-247.50	0.00	-247.50	-247.50
21/11/2024	Allocation of unallocated money for 348/803931Y	-247.50	0.00	247.50	0.00	0.00	-247.50
1/01/2025	OC Fees 01.01.25 to 31.03.25	247.50	0.00	0.00	0.00	247.50	0.00
15/01/2025	Levy payment for 348/803931Y	-247.50	0.00	0.00	0.00	-247.50	-247.50
1/04/2025	OC Fees 01.04.25 to 30.06.25	247.50	0.00	0.00	0.00	247.50	
1/07/2025	OC Fees 01.07.25 to 30.09.25	247.50	0.00	0.00	0.00	247.50	
1/10/2025	OC Fees 01.10.25 to 31.12.25	247.50	0.00	0.00	0.00	247.50	



# Property Clearance Certificate

## Land Tax



BINDU KURUP

Your Reference: BKPS 7791/2024

Certificate No: 83279999

Issue Date: 05 FEB 2025

Enquiries: ESYSPROD

Land Address: 55 VOYAGER DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46434142	348	803931	12102	387	\$0.00

Vendor: SAHITYA KAPIL BALDOTA & KAPIL KANHAIYAL BALDOTA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR KAPIL KANHAIYALAL BALDOTA	2025	\$480,000	\$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): \$900,000

SITE VALUE (SV): \$480,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 83279999

## 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 = \$1,890.00

Taxable Value = \$480,000

Calculated as \$1,350 plus ( \$480,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,000.00

Taxable Value = \$900,000

Calculated as \$900,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 83279999

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 83279999

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



BINDU KURUP

Your Reference: BKPS 7791/2024

Certificate No: 83279999

Issue Date: 05 FEB 2025

Enquires: ESYSPROD

Land Address: 55 VOYAGER DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46434142	348	803931	12102	387	\$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: \$900,000

SITE VALUE: \$480,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83279999

## 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](http://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



BINDU KURUP

Your Reference: BKPS 7791/2024

Certificate No: 83279999

Issue Date: 05 FEB 2025

Land Address: 55 VOYAGER DRIVE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
348	803931	12102	387

Vendor: SAHITYA KAPIL BALDOTA & KAPIL KANHAIYAL BALDOTA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 83279999

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 83279992

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 83279992

### Visa or Mastercard

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

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

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

**Date of issue**  
07/02/2025

**Assessment No.**  
1078369

**Certificate No.**  
168823

**Your reference**  
75745746-020-7

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 55 Voyager Drive WOLLERT 3750

**Description:** LOT: 348 PS: 803931Y

**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	\$900,000	\$480,000	\$45,000

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. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$2,107.61
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$78.30
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	\$603.00
Interest to 07/02/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,872.81
<b>Balance of rates &amp; charges due:</b>	<b>\$1,268.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$1,268.00**

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.

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1078369



Phone 1300 301 185  
Ref 1078369



Billers Code 5157  
Ref 1078369

5th February 2025

BK LAWYERS AND CONVEYANCERS.

Dear BK LAWYERS AND CONVEYANCERS.,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	55 VOYAGER DRIVE WOLLERT 3750
<b>Applicant</b>	BK LAWYERS AND CONVEYANCERS.
<b>Information Statement</b>	30916207
<b>Conveyancing Account Number</b>	9261952256
<b>Your Reference</b>	BKPS 7791/2024

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	55 VOYAGER DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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](http://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	55 VOYAGER DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

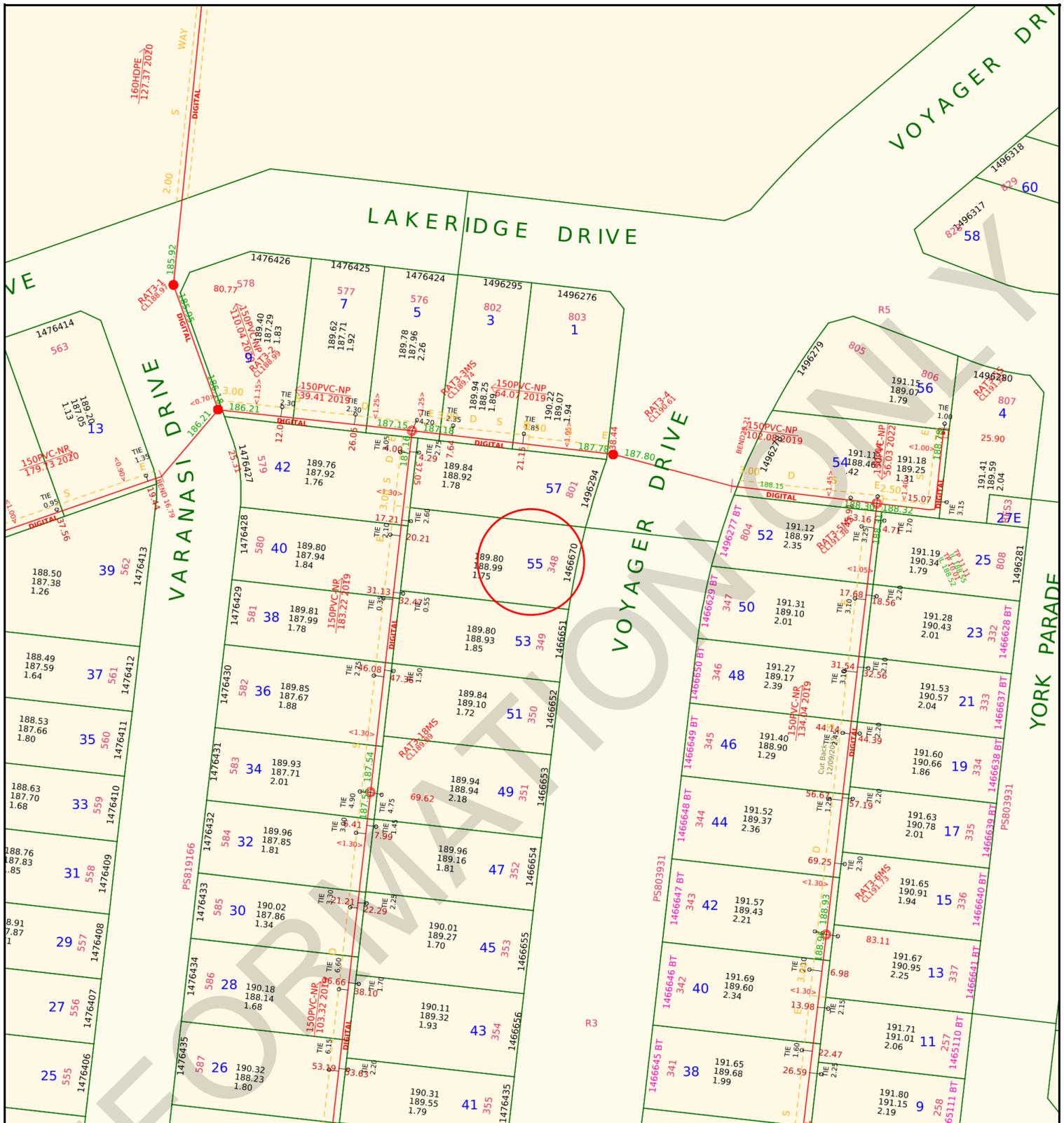
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30916207**

<b>Address</b>	55 VOYAGER DRIVE WOLLERT 3750
<b>Date</b>	05/02/2025
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

5th December 2019

**Application ID: 429401**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

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

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1466670

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

### **RECYCLED WATER CONDITIONS**

**Supplementary Conditions of Connection for Class A Recycled Water**

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

<b>Checklist</b>	<b>√ or X</b>
------------------	---------------

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 <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
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](mailto: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"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	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](http://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](http://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](mailto: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](mailto: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.

BK LAWYERS AND CONVEYANCERS.  
info@bklawyers.com.au

## RATES CERTIFICATE

**Account No:** 9426913953  
**Rate Certificate No:** 30916207

**Date of Issue:** 05/02/2025  
**Your Ref:** BKPS 7791/2024

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
55 VOYAGER DR, WOLLERT VIC 3750	348\PS803931	5217911	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$188.91

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

Property Address	Lot & Plan	Property Number	Property Type
2 BROAD WAY, WOLLERT VIC 3750	S3\PS803931	5215013	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 1.000000kL x \$3.43420000 = \$3.43</i>	09-08-2024 to 11-11-2024	\$3.43	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Residential Recycled Water Usage Charge	09-08-2024 to 11-11-2024	\$0.00	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$188.91



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

**Property No:** 5217911

**Address:** 55 VOYAGER DR, WOLLERT VIC 3750

**Water Information Statement Number:** 30916207

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 94269139531

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

---

**GST residential withholding - Supplier Notification**

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

To: Purchasers of 55 VOYAGER DRIVE, Wollert VIC 3750

Property: 55 VOYAGER DRIVE, Wollert

Contract date: TBA

**Supplier details**

Name of supplier: KAPIL KANHAIYALAL BALDOTA and SAHITYA KAPIL BALDOTA

ABN:

**Withholding payment details**

Purchaser / buyer must make a GST withholding payment:  No

Sale of existing residential property

Yes

~~[If yes, the supplier must provide the purchaser/ buyer with this notice within 14 days of the contract date.]~~

DATED the

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KAPIL KANHAIYALAL BALDOTA and SAHITYA KAPIL BALDOTA

Signature of supplier

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