

# Contract of Sale of Real Estate

Vendor:

**CHRISTOPHER HAYDON BARNARD &  
SARAH JANE BARNARD**

Property:

**42 FEATHERTOP CRESCENT, DONNYBROOK,  
VICTORIA 3764**



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

# Contract of sale of land

Property:

**42 Feathertop Crescent, Donnybrook, Victoria 3764**

**Mahons Mill Park  
Shop 26, 314-360 Childs Road, MILL PARK, VIC 3082**



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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../20.....

**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 ...../...../20.....

**Print name(s) of person(s) signing: CHRISTOPHER HAYDON BARNARD & SARAH JANE BARNARD** .....

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

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

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# Particulars of sale

## Vendor's estate agent

Name: **STONE REAL ESTATE**

Address: Unit 1, 75 Church Street, WHITTLESEA, VIC 3757

Email: deanzammit@stonerealestate.com.au

Tel: 9716 2000 ..... Mob: ..... Fax: ..... Ref: .....

## Vendor

Name: **CHRISTOPHER HAYDON BARNARD & SARAH JANE BARNARD**

Address: .....

ABN/ACN: .....

Email: .....

## Vendor's legal practitioner or conveyancer

Name: **MAHONS MILL PARK**

Address: Shop 26, 314-360 Childs Road, MILL PARK, VIC 3082

Email: millpark@mahons.com.au

Tel: 9404 1333 ..... Mob: ..... Fax: 9404 4148 ..... Ref: 22300460.....

## Purchaser's estate agent

Name: .....

Address: .....

Email: .....

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

## Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX:..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12262      Folio 475	619	PS822743S

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **42 FEATHERTOP CRESCENT, DONNYBROOK, VICTORIA 3764**

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature, as inspected.

**Payment**

Price \$ .....

Deposit \$ ..... by ..... / ..... / 20  
(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** ..... / ..... /20.....

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than \$ ..... Approval date: ..... / ..... /20.....

**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.*

**See attached.**

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 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 23 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*.
- 

## Money

### 14. DEPOSIT

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

However, unless otherwise agreed:

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

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

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

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

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

### 32. BREACH

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

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

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Special Conditions

## 1. AUCTION

If the Land is to be sold by Auction, the Land is to be sold subject to the vendor's reserve price and the rules for the conduct of the auction shall be as set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

## 2. RESTRICTIONS AND PLANNING SCHEMES

The Land is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

## 3. NO REPRESENTATIONS

3.1 The purchaser acknowledges and declares that he has purchased the Land as a result of his own inspections and inquiries of the Land and all buildings and structures thereon.

3.2 The purchaser agrees that he has relied solely on his own searches, enquiries and due diligence in entering into this contract and has not relied upon any:

- (a) representation or warranty of any nature including any marketing materials, displays or concept plans used or provided in marketing material before the Day of Sale; or
- (b) representation or warranty as to the fitness of the Land and all building and structures thereon to be used for any particular purpose or otherwise,

made by or on behalf of the vendor or his consultants or any agents (including the Vendor's Estate Agent) or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied.

3.3 The purchaser expressly releases the vendor and/or the servants or agents of the vendor from any claims demands in respect of such representation or warranty set out in this Special Condition 3.

## 4. BUILDINGS, IMPROVEMENTS AND GOODS

4.1 The purchaser acknowledges that the Land and the Goods Sold with the Land ("**Goods**") were inspected prior to or on the Day of Sale and the purchaser agrees to accept delivery of the Land and the Goods in their present condition and state of repair and with any defects otherwise existing at the Day of Sale.

4.2 The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements to the Land or to any buildings or structures (including any fencing) on the Land or the Goods.

4.3 It is further agreed that the purchaser shall not be entitled to make any objection to, or claim any compensation for damages in respect of the state of repair and/or condition of any building or other structures (including any fencing) on the Land or any Goods.

4.4 The purchaser acknowledges that any improvements on the Land may be subject to or require compliance with the *Building Act 1993* (Vic), the *Building Regulations 2018* (Vic), the *Local Government Act 1989* (Vic), municipal by-laws, relevant statutes or any other regulation and any non-compliance thereof shall not be deemed to constitute a defect in the vendor's title and, to the maximum extent permitted by law, the purchaser agrees that he shall not:

- (a) claim or seek to claim any compensation or damages whatsoever from the vendor;
  - (b) require the vendor to comply with any one of those laws, regulations, by-laws or relevant statutes;
  - (c) require to be carried out any final inspections or obtain a Certificate of Occupancy or other similar document;
  - (d) require the vendor to fence any pool or spa;
  - (e) require the vendor to install any smoke detectors; or
  - (f) require the vendor to provide any copy of any guarantee or insurance policy under any building regulation.
- 4.5 The vendor gives no warranties as to any alterations and/or additions to the structures or buildings on the Land prior to becoming the registered proprietor thereof and the purchaser indemnifies the vendor from any claim made in respect of any such alterations and/or additions.

## **5. SOLAR PANELS AND SWIMMING POOLS**

### **Solar Panels**

- 5.1 The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the Land (including on any structure on the Land) hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.
- 5.2 The purchaser acknowledges that any current arrangements between the vendor and any energy supplier shall cease on settlement.

### **Swimming pools and spas**

- 5.3 The purchaser warrants and acknowledges that the purchaser is aware of the requirements of the *Building Regulations 2018 (Vic)* in relation to the safety of existing swimming pools.
- 5.4 If a swimming pool or spa exists on the Land hereby sold, then the purchaser acknowledges that such swimming pool or spa may not comply with the *Building Regulations 2018 (Vic)* and the purchaser further acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the *Building Regulations 2018 (Vic)* insofar as they apply to the relevant swimming pool or spa and that no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.

## **6. SERVICES**

- 6.1 The purchaser acknowledges that consumable services including gas, water, sewerage, telephone, electricity and internet ("**Services**") are 'connected' where such services are provided by a service provider and are connected to the Land and are operating on the Day of Sale.
- 6.2 The vendor may terminate any Services with a service provider prior to settlement. In such circumstances the purchaser is responsible for reconnecting any disconnected Services.
- 6.3 Any fee for connection or reconnection of supply for the Services or the installation of meters for the Services shall be payable by the purchaser. The purchaser should inquire with the appropriate authorities as to the availability (and cost) of providing any Services not connected to the Land.

## **7. FOREIGN INVESTMENTS REVIEW BOARD (FIRB) APPROVAL**

- 7.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent of the Foreign Investments Review Board (“**FIRB**”) to enter into this contract.
- 7.2 If there is a breach of the warranty contained in Special Condition 7.1 by the purchaser (whether intentional or not), the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
- 7.3 Any warranty or indemnity provided by the purchaser in this Special Condition 7 does not merge on settlement of this contract.

## **8. FRACTIONAL INTEREST**

- 8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records at the day of sale the proportions in which the purchasers are purchasing the property (“**Proportions**”).
- 8.2 If the Proportions recorded in the transfer of land document differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 8.3 The purchasers fully indemnify the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer of land document differing from those in this contract.
- 8.4 This Special Condition 8 will not merge on settlement.

## **9. NO MERGER**

The conditions of this contract do not merge on settlement. Each condition will continue in force for as long as necessary to give effect to it.

## **10. COUNTERPARTS**

- 10.1 This contract may be signed in any number of counterparts which together will constitute the one document.
- 10.2 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.
- 10.3 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.

## **11. VARIATIONS TO GENERAL CONDITIONS**

- 11.1 Without limiting the specific provisions of any other Special Condition in this contract, the General Conditions are amended as follows:

- (a) General Condition 3 is replaced with the following:

### **“3. GUARANTEE**

*If the purchaser under this contract is or includes a proprietary limited company, the purchaser shall within 7 days of the day of sale procure the execution of the guarantee (in the form annexed hereto) by each of the directors of such proprietary limited company. The failure by any person required under this General Condition 3 to*

*execute a guarantee within the time stipulated in this General Condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser.”*

(b) General Condition 4 is replaced with the following:

**“4. NOMINEE**

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

4.2 *If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor’s Legal Practitioner:*

- (a) *a Nomination Form executed by the nominee and the purchaser;*
- (b) *if the nominee is a proprietary limited company to which general condition 3 applies, a guarantee and indemnity signed by each director of the nominee (in the form annexed to this contract but including changes necessary by reason of the nomination) which shall include:*
  - (i) *the following substituted as paragraph A of the Recitals: “At the request of the Guarantor, the purchaser .....(Purchaser) has nominated.....(Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated..... for the sale of the property situate at.....as described in the Contract”;*
  - (ii) *the following substituted as paragraph B of the Recitals: “The vendor .....(Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor”;*
  - (iii) *the reference to “Purchaser” within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the “Nominee Purchaser”.*
- (c) *a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the Foreign Acquisitions and Takeovers Act 1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and*
- ~~(d) *a cheque payable to the Vendor’s Legal Practitioner for \$350.00 (plus GST) being their costs for administration and advising the Vendor on compliance with this general condition 4.”*~~

(c) General Condition 28.3 is replaced with the following:

“28.3 *The purchaser may enter the property at reasonable times and following prior written notice to the vendors to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.”*

(d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this contract.

(e) General Condition 32 is replaced with the following:

**“32. BREACH**

- 32.1 *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.*
- 32.2 *The purchaser acknowledges that the following items constitute “a reasonably foreseeable loss” for the purposes of General Condition 32.1(a):*
- (a) *expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*
  - (b) *the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice;*
  - (c) *any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor’s estate agent or any other person relating to the sale of the property;*
  - (d) *any fee incurred by the vendor in rebooking settlement;*
  - (e) *all costs associated with obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance; and*
  - (f) *penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor’s purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*
  - (g) *penalties and other expenses payable by the vendor or due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*
- 32.3 *The exercise of the vendor’s rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.”*

- (f) In circumstances where the deposit paid under this Contract is more than 10% of the Price, then the parties agree that General Condition 35.4(a) is amended to read as follows:

*“(a) the deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor’s absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor’s entitlement for damages for breach of an essential term of this contract.”*

- (g) General Condition 35 is amended by:

- (i) deleting General Condition 35.3(c); and
- (ii) including a new General Condition 35.6 as follows:

*“35.6 Unless the price includes any GST, the reference to “the price” in this general condition 35 refers to the price plus any GST payable on the price.”*

**Special condition 12**

- (a) Any requisite planning and/or building permit/permission/approval (Permits) for the existing **pergola** constructed on the Land was or were not obtained;
- (b) it is not a term or condition of this Contract that the Vendor is required to obtain the Permits;
- (c) the Purchaser will not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement due to the absence of the Permits; and
- (d) the Property is not sold with any Permits.

# Deed of Guarantee & Indemnity

Date:.....

## Parties:

Name: .....

Address: .....

Name: .....

Address:.....

(Guarantor)

## Recitals:

- A. The Guarantor has agreed to give the guarantee and to grant the undertakings contained in this Deed in favour of Christopher Haydon Barnard & Sarah Jane Viterbo (Vendor) in relation to the obligations of  
.....(Purchaser) under the Contract of Sale (Contract) for the sale of the property as described in the Contract.
- B. The Guarantor agrees that the Guarantor has received consideration for entering into this Deed including, among other things, the mutual promises contained in this Deed.

## Operative Provisions:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. Indemnity
  - (a) The Guarantor indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
    - (i) a failure by the Purchaser to pay any money to the Vendor under this Contract; or
    - (ii) the Vendor having no legal right to recover any money from the Purchaser under this Contract; or
    - (iii) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
  - (b) The indemnity in this clause:
    - (i) is in addition to and separate from the guarantee in the preceding Special Condition; and
    - (ii) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
  - (c) The Guarantor must pay the Vendor the amount owing under the indemnity in this clause on demand by the Vendor.

4. This Deed is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.
5. The Guarantor's liability under this Deed is not affected by:
  - (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
  - (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
  - (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
  - (d) a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser;
  - (e) the termination of this Contract;
  - (f) the fact that this Contract is wholly or partially void, voidable or unenforceable;
  - (g) the non-execution of this Contract by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
  - (h) the exercise or purported exercise by the Vendor of its rights under this Contract;
  - (i) a problem that means:
    - (i) the Vendor has no legal right to recover any money from the Purchaser;
    - (ii) the Purchaser does not owe any money that otherwise would be payable under this Contract;
    - (iii) the Vendor knew of the problem, or should have known; or
    - (iv) the Purchaser could never have been required to pay the Vendor the amount or amounts payable pursuant to this Contract; or
  - (j) the nomination by the Purchaser of a nominee or substitute purchaser under this Contract.
6. The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
7. If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor indemnifies the Vendor against all resulting loss.
8. Until the Vendor has received all money payable to it by the Purchaser:
  - (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
  - (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.
9. Until the Guarantor's liability under this Deed is discharged the Guarantor may not, without the consent of the Vendor:
  - (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
  - (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
  - (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Deed.
10. Costs and expenses
  - (a) Reimbursement on demand  
The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (i) its costs, charges and expenses of making, enforcing and doing anything in connection with this Deed, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (ii) all taxes (except income tax) which are payable in connection with this Contract or any payment, receipt or other transaction contemplated by it.

(b) Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this special condition and then against other obligations under this Contract.

11. If the Vendor assigns its rights under this Contract, the benefit of the guarantee extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

**SIGNED SEALED AND DELIVERED** by the said

.....  
*Print name of guarantor*

X.....  
*Signature of guarantor*

in the presence of:

X.....  
*Signature of witness*

.....  
*Print name of witness*

**SIGNED SEALED AND DELIVERED** by the said

.....  
*Print name of guarantor*

X.....  
*Signature of guarantor*

in the presence of:

X.....  
*Signature of witness*

.....  
*Print name of witness*

## Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

**To:**

Purchaser/recipient

**Property address:** 42 Feathertop Crescent, Donnybrook, Victoria 3764

**Lot no:** 619      **Plan:** PS822743S

*[Cross out whichever is not applicable]*

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

**From:** Vendor/supplier: Christopher Haydon Barnard & Sarah Jane Barnard

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

# Section 32 Vendors Statement

Vendor:

**CHRISTOPHER HAYDON BARNARD & SARAH JANE VITERBO**

Property:

**42 FEATHERTOP CRESCENT, DONNYBROOK, VICTORIA 3764**



**BLACKBURN**  
PO Box 584  
Blackburn VIC 3130  
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## **1 FINANCIAL MATTERS**

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

**Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are as follows:-**

Provider(s): [Council], [Water Authority], [Owners Corporation], [State Revenue Office], [Other]

**Note:**

(a) Current Certificates are attached.

The interim arrangements concerning the payment of rates and other outgoings are set out in the Contract of Sale and the purchaser will be liable for adjustment of outgoings at settlement calculated in the manner set out in the Contract of Sale.

(b) The above estimate:

- (i) excludes water by consumption and consumption charges for other utilities;
- (ii) assumes that a principal place of residence exemption will apply for land tax purposes (refer to (c) below); and
- (iii) is based on current rates and land tax rates and on current estimates of unimproved value and net annual value, which are subject to change.

(c) The purchaser may be liable for land tax after settlement and the extent of that liability will depend on whether exemptions apply and whether the purchaser is an absentee owner or owns other land in Victoria.

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

- (a) Owners Corporation fees and special levies (if applicable).
- (b) Water usage and Sewerage disposal charges levied on a daily basis by the water authority.
- (c) Land tax if the property is not exempt as a principal place of residence.
- (d) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.
- (e) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if not connected at the Day of Sale).

### **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 the best of the Vendor's knowledge there no Charges over the land save for any Charges which are disclosed in the attached certificates or the Register Search Statement.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. **INSURANCE**

### 2.1 Damage and Destruction

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

Refer to Owner Builder Defect report – no warranty 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. The Purchaser is directed to general condition 6.6 of the Contract regarding warranties.

Not Applicable

## 3. **LAND USE**

### 3.1 Easements, Covenants or Other Similar Restrictions

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- (a) As detailed or referred to in the attached copy title documents and certificates.
- (b) There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes and other services laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.
- (c) The property may be subject to unregistered easements in relation to pipes, connections, or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from inspection of the property.
- (d) Any agreement registered on Title or to be registered under section 173 of the *Planning and Environment Act 1987* (Vic).

**Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-**

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

**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"

*The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2018 through application of the Building Code of Australia.*

**3.4 Planning Scheme**

See attached Property Planning Report with the required specified information.

*The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before committing yourself to buy.*

**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:**

To the best of the Vendor's knowledge there is no Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land, save for any matters which are disclosed in the attached certificates and copy title documentation.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**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:**

To the best of the Vendor's knowledge 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, save for any matters which are disclosed in the attached certificates and copy title documentation.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

**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:**

To the best of the Vendor's knowledge there is no Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986, save for any notices which are disclosed in the attached certificates and copy title documentation.

## 5. BUILDING PERMITS

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

Not Applicable

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

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

## 8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

*Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.*

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not applicable.

### 10.2 Staged Subdivision

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

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

Not applicable.

(b) **The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:**

Not applicable.

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

Not applicable.

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

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.)

See Due Diligence Checklist attached to Contract of Sale.

## 13. ATTACHMENTS

All certificates, reports and information as attached to this Section 32 Statement.

**Important Notice – Additional Disclosure Requirements**

**Undischarged mortgages – S32A(a)**

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

**Terms contracts – S32A(d)**

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



Date of this Statement

30/11/2023

Name of the Vendor

Christopher Haydon Barnard & Sarah Jane Barnard

Signature/s of the Vendor

x    
30/11/2023

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

Date of this acknowledgment

/  /

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 12262 Folio 475

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

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

VOLUME 12262 FOLIO 475

Security no : 124110247286W  
Produced 02/11/2023 02:52 PM

LAND DESCRIPTION

Lot 619 on Plan of Subdivision 822743S.  
PARENT TITLE Volume 12261 Folio 608  
Created by instrument PS822743S 16/11/2020

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
SARAH JADE BARNARD  
CHRISTOPHER HAYDON BARNARD both of 5 COLDFALL WAY MICKLEHAM VIC 3064  
AT933497Y 11/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT933498W 11/01/2021  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS822743S 16/11/2020

COVENANT AT933497Y 11/01/2021  
Expiry Date 31/12/2030

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 PS822743S 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: 42 FEATHERTOP CRESCENT DONNYBROOK VIC 3064


ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 14/01/2021

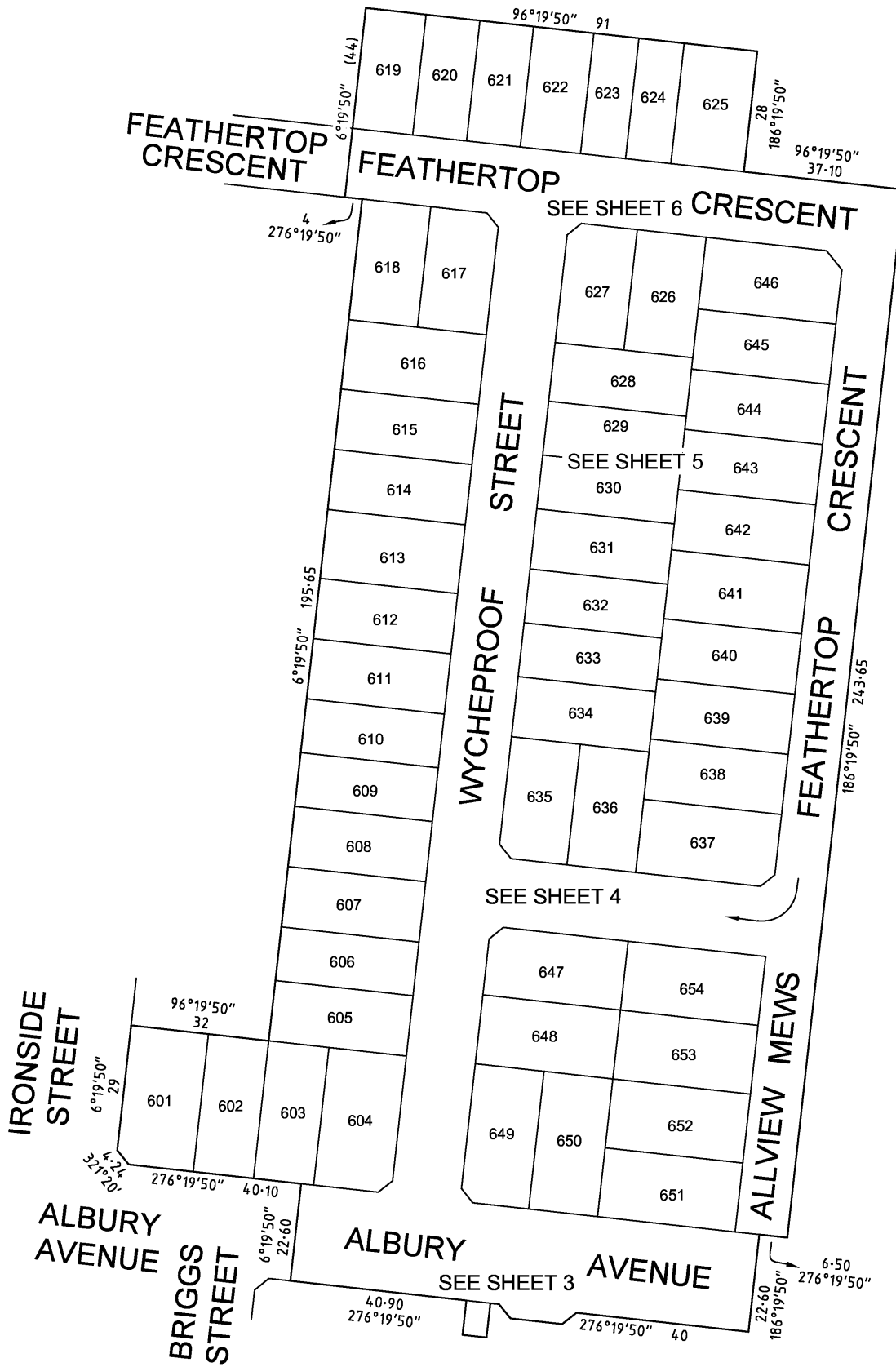
DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of  
Victoria to provide this information  
via LANDATA® System. Delivered at 02/11/2023, for Order Number 81753530. Your reference: 22300460.**

<b>PLAN OF SUBDIVISION</b>		LUV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS822743S</b>	
<b>LOCATION OF LAND</b>		Council Name: Whittlesea City Council Council Reference Number: 609990 Planning Permit Reference: 717349 SPEAR Reference Number: S136543M		
<b>PARISH:</b> KALKALLO  <b>TOWNSHIP:</b> -  <b>SECTION:</b> -  <b>CROWN ALLOTMENT:</b> -  <b>CROWN PORTION:</b> 21 (PART)  <b>TITLE REFERENCES:</b> Vol12261 Fol. 608  <b>LAST PLAN REFERENCE/S:</b> PS804575P (LOT D)  <b>POSTAL ADDRESS:</b> 1145 DONNYBROOK ROAD (At time of subdivision) DONNYBROOK 3064  <b>MGA94 Co-ordinates</b> E 324 100 (of approx centre of land in plan) N 5843 000 <b>ZONE</b> 55		<b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 13/08/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 03/09/2020  <b>Statement of Compliance</b> issued: 20/10/2020  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 600 & LOTS A TO I (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 7 FOR FURTHER DETAILS.  EASEMENTS E-1 AND E-5 TO E-17 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  <b>OTHER PURPOSE OF THE PLAN:</b> 1. REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-2 ON PS804575P AS AFFECTS WYCHEPROOF STREET, ALLVIEW MEWS, FEATHERTOP CRESCENT AND ALBURY AVENUE ON THIS PLAN. 2. REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-3 ON PS804575P AS AFFECTS LOT 618 ON THIS PLAN.  <b>GROUND FOR REMOVAL:</b> BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN UNDER SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.		
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
<b>NOTATIONS</b>		DEPTH LIMITATION DOES NOT APPLY  STAGING This is/is not a staged subdivision. Planning permit No. 717349  SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM33, PM36 (MERRIANG), PM48, PM49, PM53, PM54, PM77, PM94 & PM95 (KALKALLO) PROCLAIMED SURVEY AREA: 74  <b>PEPPERCORN HILL - PREMIER BAY - 6</b> <b>3.637ha</b> <span style="float: right;"><b>54 LOTS</b></span>		
DEPTH LIMITATION DOES NOT APPLY  STAGING This is/is not a staged subdivision. Planning permit No. 717349  SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM33, PM36 (MERRIANG), PM48, PM49, PM53, PM54, PM77, PM94 & PM95 (KALKALLO) PROCLAIMED SURVEY AREA: 74  <b>PEPPERCORN HILL - PREMIER BAY - 6</b> <b>3.637ha</b> <span style="float: right;"><b>54 LOTS</b></span>				
<b>EASEMENT INFORMATION</b>				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-2	DRAINAGE	SEE PLAN	PS804573T	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	PS804573T	YARRA VALLEY WATER
E-4	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS804573T PS804573T	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER
E-18	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-19	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER
 1607SPB06 VER D.DWG MV/SB <b>SMEC</b> Member of the Surbana Jurong Group		SURVEYOR REF: 1607sPB06  Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (D), 20/08/2020, SPEAR Ref: S136543M		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7  PLAN REGISTERED TIME: 2.27 Pm DATE: 16/11/20 M.H Assistant Registrar of Titles

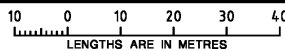
**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS822743S**



1607SPB06 VER D.DWG MV/SB

SCALE  
1:1000



ORIGINAL SHEET  
SIZE: A3

SHEET 2



**SMC**

Melbourne Survey T 9869 0813

REF 1607sPB06

Digitally signed by: Rohan Bakker, Licensed Surveyor,  
Surveyor's Plan Version (D),  
20/08/2020, SPEAR Ref: S136543M

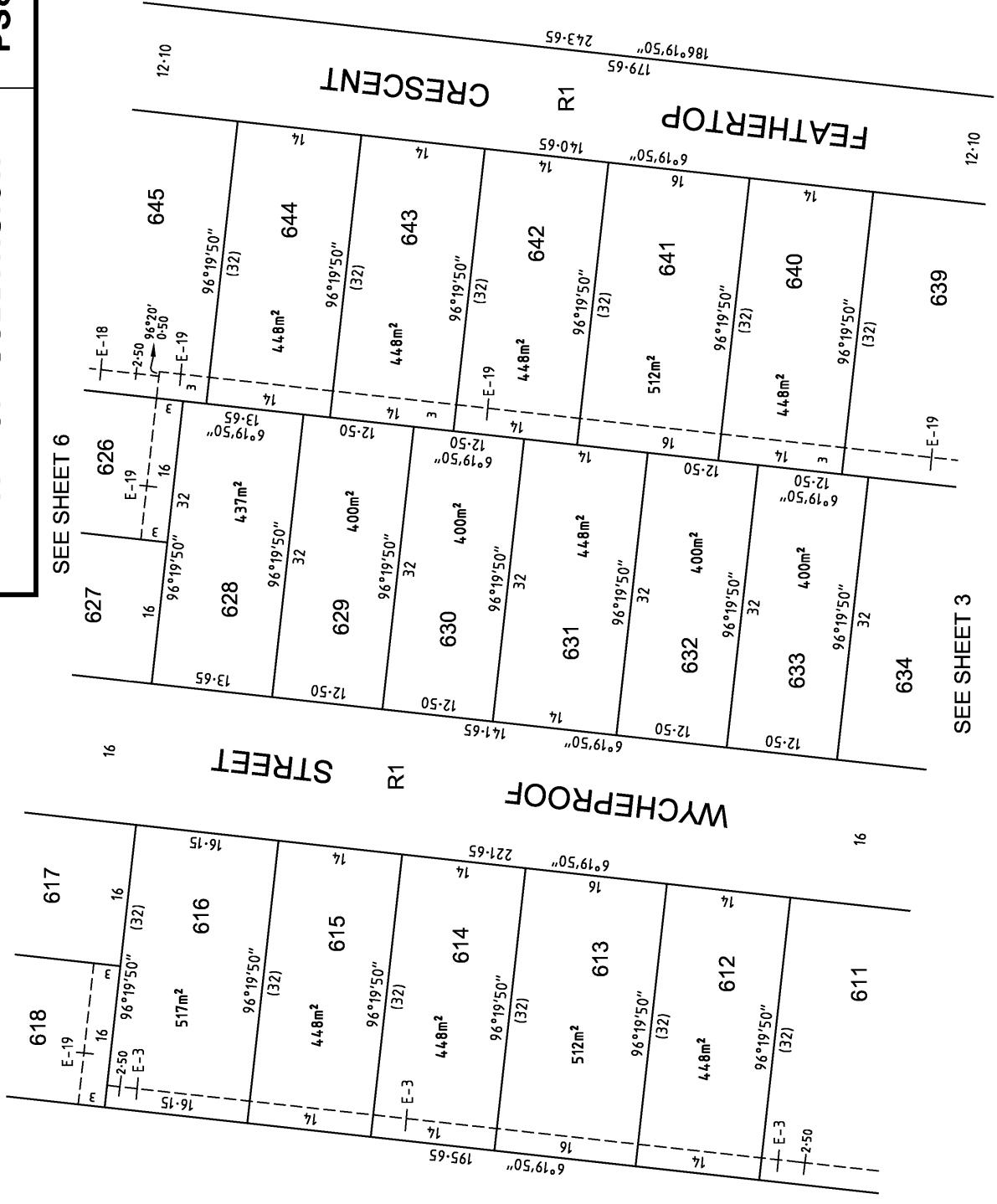
Digitally signed by:  
Whittlesea City Council,  
03/09/2020,  
SPEAR Ref: S136543M





PLAN NUMBER  
**PS822743S**

**PLAN OF SUBDIVISION**



1607SPB06 VER D.DWG MV/SB

Melbourne Survey T 9869 0813 REF 1607sPB06

Digitally signed by: Rohan Bakker, Licensed Surveyor,  
Surveyor's Plan Version (D),  
20/08/2020, SPEAR Ref: S136543M

SCALE 1:500

LENGTHS ARE IN METRES

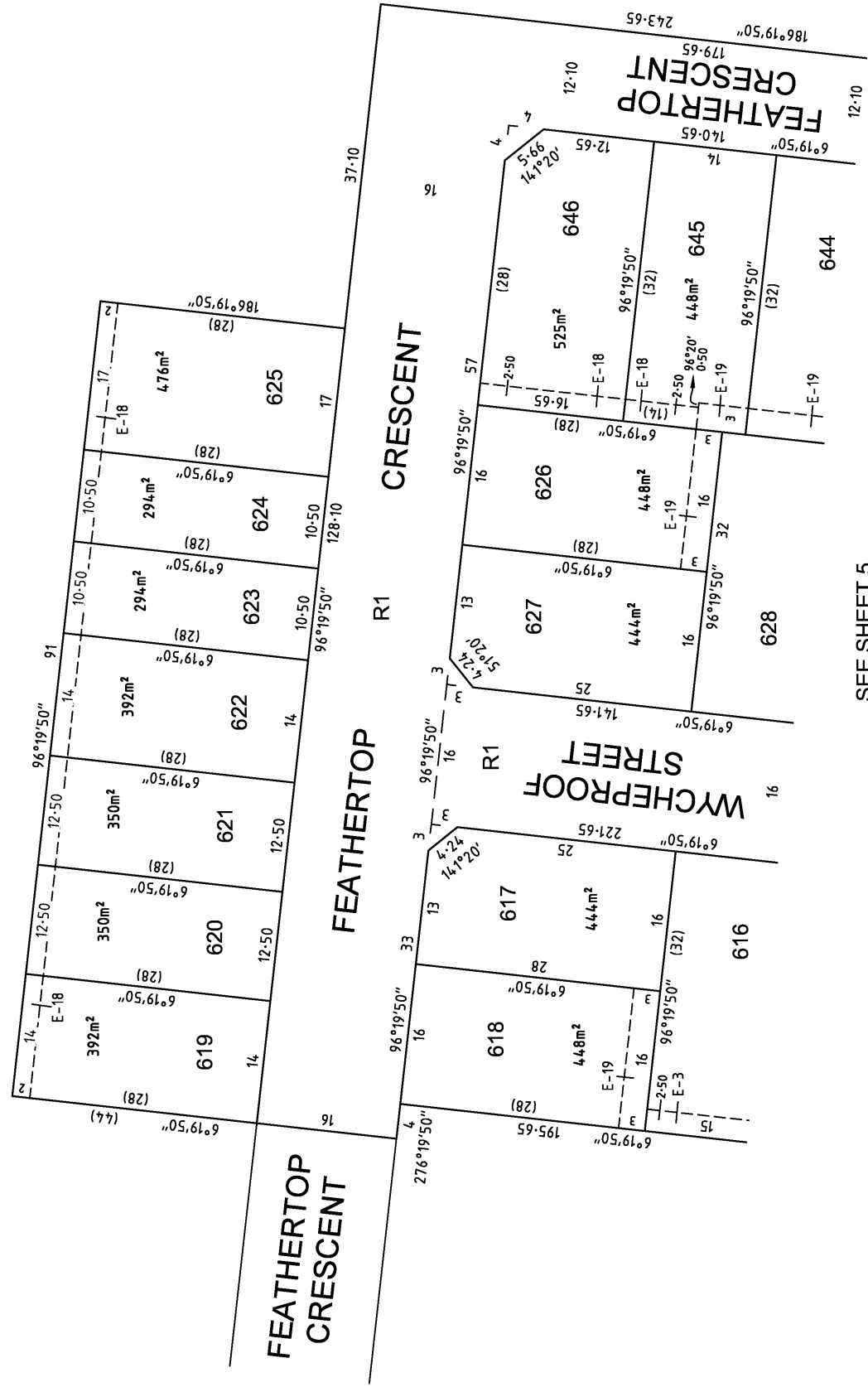
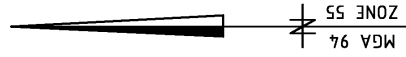
ORIGINAL SHEET SIZE A3

SHEET 5

Digitally signed by:  
Whittlesea City Council,  
03/09/2020,  
SPEAR Ref: S136543M

PLAN OF SUBDIVISION  
**PS822743S**

PLAN NUMBER



SEE SHEET 5

1607SPB06 VER D.DWG MV/SB		ORIGINAL SHEET SIZE A3		SHEET 6	
				Digitally signed by: Whittlesea City Council, 03/09/2020, SPEAR Ref: S136543M	
Melbourne Survey T 9869 0813 REF 1607sPB06		Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (D), 20/08/2020, SPEAR Ref: S136543M			

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS822743S**

## CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision No. PS822743S by way of restrictive covenant and as a restriction defined in the Subdivision Act 1988.

**Land to be burdened:** Lots 601 to 622 and 625 to 654 (all inclusive)

**Land to be benefited:** Lots 601 to 622 and 625 to 654 (all inclusive)

### Description of Restriction

Except with the written consent of the Responsible Authority, the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

#### Garages

- (a) Build or allow to be built a garage other than a single garage for any lots equal to or less than 10 metres in width and where access is proposed from the lot frontage.
- (b) Build or allow to be built a garage within 5 metres of the front boundary.

#### Corner Lots

- (c) Build or allow to be built on a corner lot any dwelling house with a side wall of the first level that is less than 900 millimetres from the ground level wall that faces the side street.

## CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS822743S by way of restrictive covenant and as a restriction defined in the Subdivision Act 1988.

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
623	622, 624
624	623, 625

### Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code (Type B)" 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 B)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

1607SPB06 VER D.DWG MV/SB

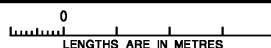


**SMEC**

Melbourne Survey T 9869 0813

REF 1607sPB06

SCALE



Digitally signed by: Rohan Bakker, Licensed Surveyor,  
Surveyor's Plan Version (D),  
20/08/2020, SPEAR Ref: S136543M

ORIGINAL SHEET  
SIZE: A3

SHEET 7

Digitally signed by:  
Whittlesea City Council,  
03/09/2020,  
SPEAR Ref: S136543M



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 28/11/2023 02:47:08 PM

Status	Registered	Dealing Number	AT933497Y
Date and Time Lodged	11/01/2021 02:46:15 PM		

### Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Land Title Reference

12262/475

### Transferor(s)

Name	PREMIER BAY PTY LTD
ACN	052427684

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 293000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Joint Tenants
Given Name(s)	SARAH JADE
Family Name	BARNARD
Address	
Street Number	5
Street Name	COLDFALL



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Street Type	WAY
Locality	MICKLEHAM
State	VIC
Postcode	3064

Given Name(s)	CHRISTOPHER HAYDON
Family Name	BARNARD

### Address

Street Number	5
Street Name	COLDFALL
Street Type	WAY
Locality	MICKLEHAM
State	VIC
Postcode	3064

---

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA6762
Restrictive covenant	MCP: AA6762
Expiry Date	

---

### Duty Transaction ID

4990527

---

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	PREMIER BAY PTY LTD
Signer Name	STEVEN SMITH
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 JANUARY 2021



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on	SARAH JADE BARNARD
behalf of	CHRISTOPHER HAYDON BARNARD
Signer Name	THOMAS MICHAEL MAHON
Signer	MAHONS WITH YUNCKEN & YUNCKEN -
Organisation	MILL PARK
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 JANUARY 2021

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

**AA6762****Memorandum of common provisions  
Section 91A Transfer of Land Act 1958****Privacy Collection Statement**

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

Lodged by	
Name:	HWL Ebsworth Lawyers
Phone:	03 8644 3500
Address:	Level 26, 530 Collins Street, Melbourne VIC 3000
Reference:	SJS:CDW:890385 (Stage 6 Peppercorn Hill)
Customer code:	PEXA 19208S

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

**Provisions:**

AND the said Transferee/s with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision no. PS822743S other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision no. PS822743S and every part or parts thereof other than the lot hereby transferred that the said Transferee/s their heirs executors administrators and transferees shall not at any time on the said lot hereby transferred or any part or parts thereof:

- (a) erect or cause to be erected more than a single dwelling;
- (b) erect or cause to be erected any dwelling or works other than a dwelling or works that comply with the Peppercorn Hill Design and Siting Guidelines (December 2018 Version 2);
- (c) erect or cause to be erected any dwelling or works other than a dwelling or works that comply with the plans approved by the Peppercorn Hill Design Panel;
- (d) erect or cause to be erected any dwelling with zero lot line walls on both side boundaries unless:
  - (i) the lot has a frontage of 10.5 metres or less; and
  - (ii) the length of the garage wall does not exceed 10 metres;
- (e) erect or cause to be erected any dwelling and / or garage unless all building rubbish waste debris and litter is contained within the lot hereby transferred;
- (f) erect or cause to be erected any boundary fence other than as approved in the Peppercorn Hill Design and Siting Guidelines (December 2018 Version 2) (if specified);

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

**91ATLA**

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

- (g) park any motor vehicle with a load capacity in excess of 1 tonne and used for commercial purposes between the front boundary of the lot hereby transferred and the front building line of the house erected thereon or on the road reserve;
- (h) use any dwelling for display home purposes without the prior written consent of DF (Woodstock) Developments Pty Ltd ACN 149 132 172; and
- (i) cause or permit to be caused the provisions of this restrictive covenant to be varied without the consent of DF (Woodstock) Developments Pty Ltd ACN 149 132 472.

The covenant shall cease to apply or affect the burdened land on 31 December 2030.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 November 2023 05:24 PM

## PROPERTY DETAILS

Address: **42 FEATHERTOP CRESCENT DONNYBROOK 3064**  
Lot and Plan Number: **Lot 619 PS822743**  
Standard Parcel Identifier (SPI): **619\PS822743**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1121581**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 368 H6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Note

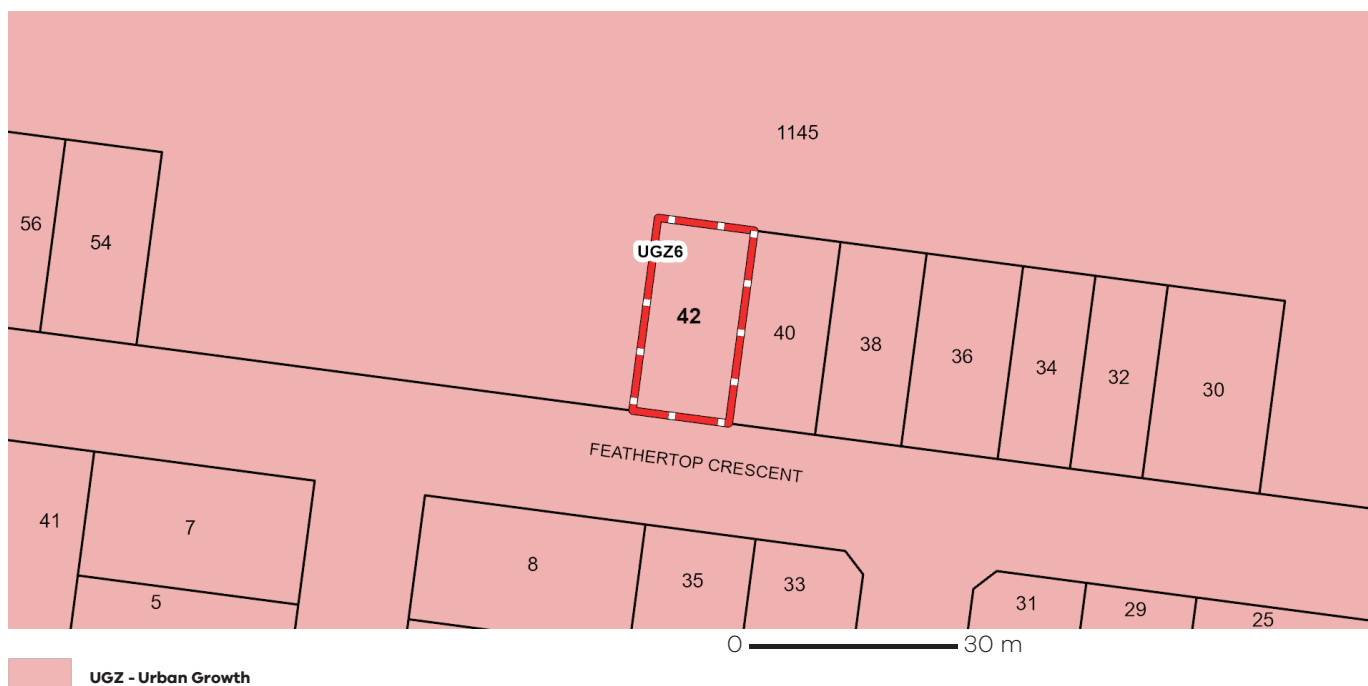
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



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

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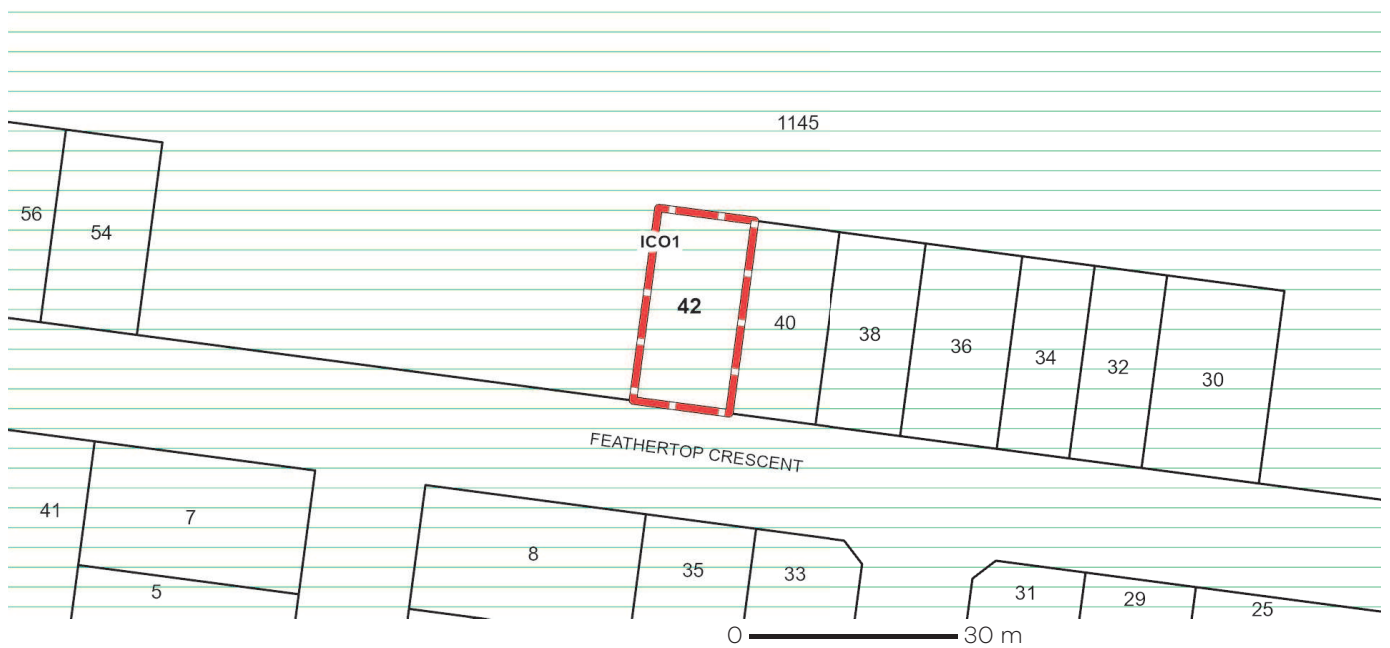
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



 **ICO - Infrastructure Contributions Overlay**

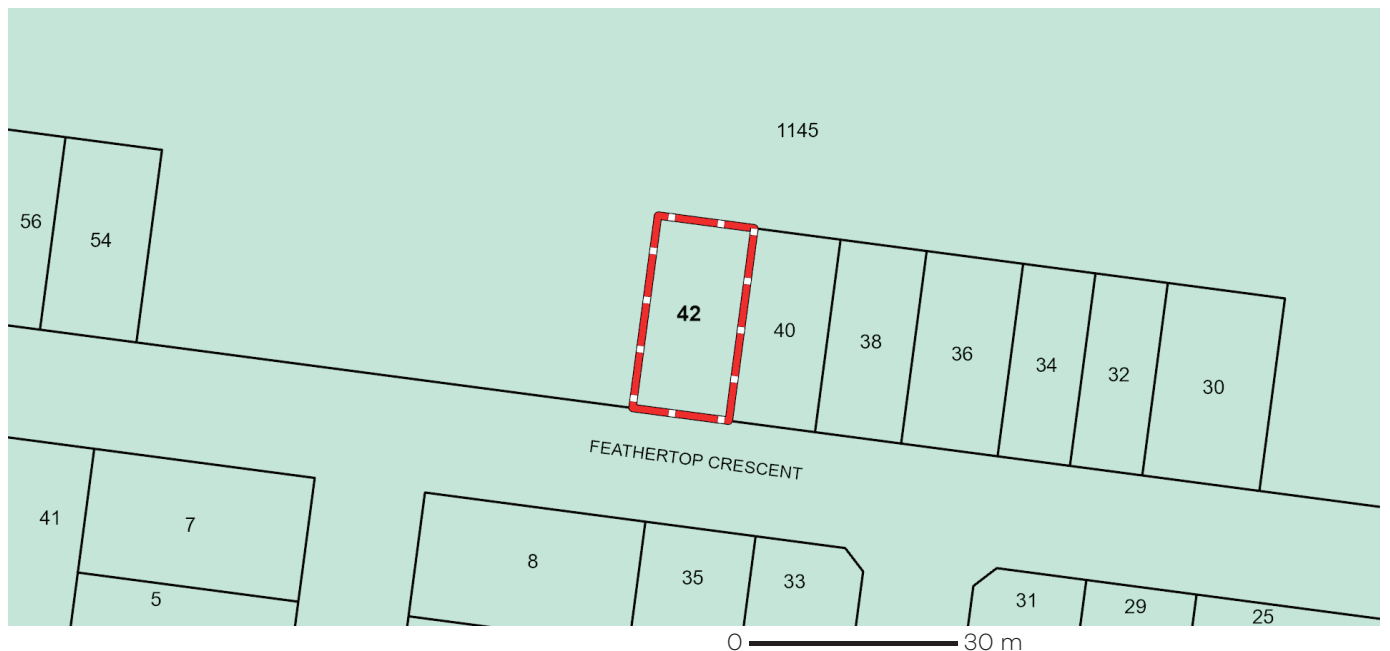
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](http://www.victorianplanningauthority.gov.au)



 **Land added to the UGB since 2005**

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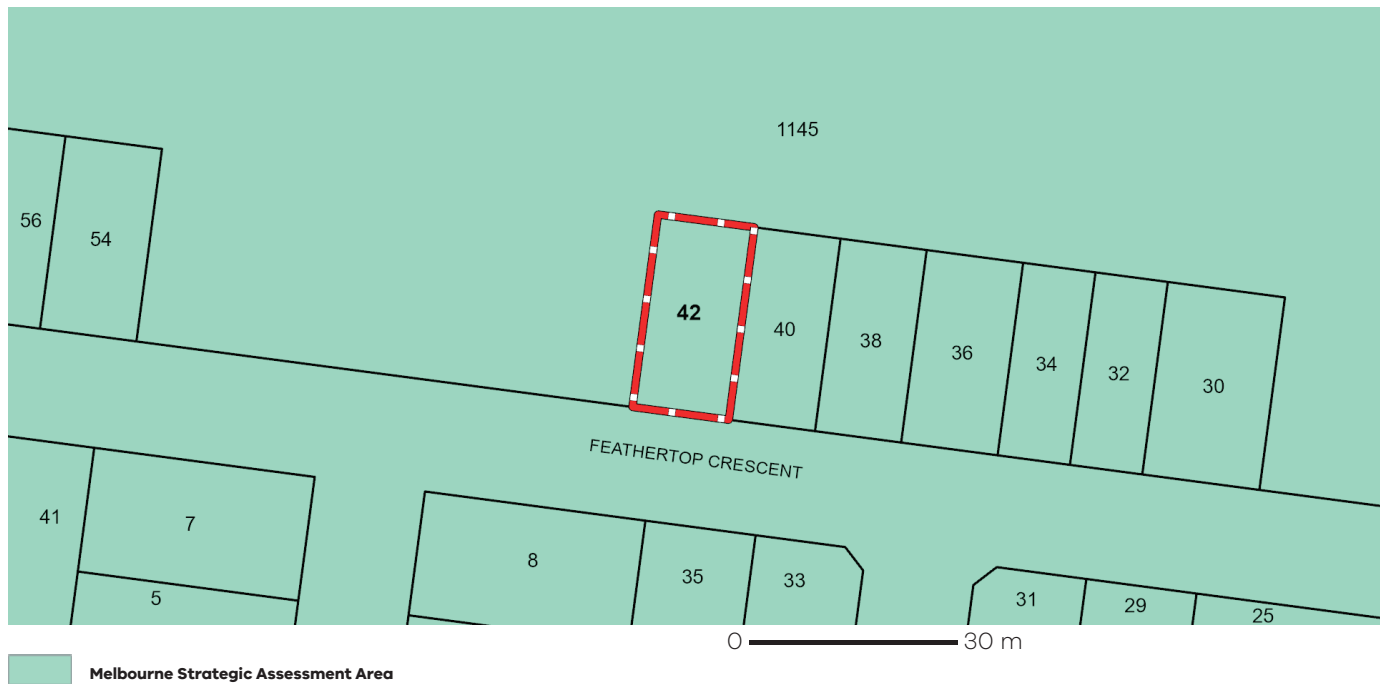
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.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 2 November 2023.

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

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

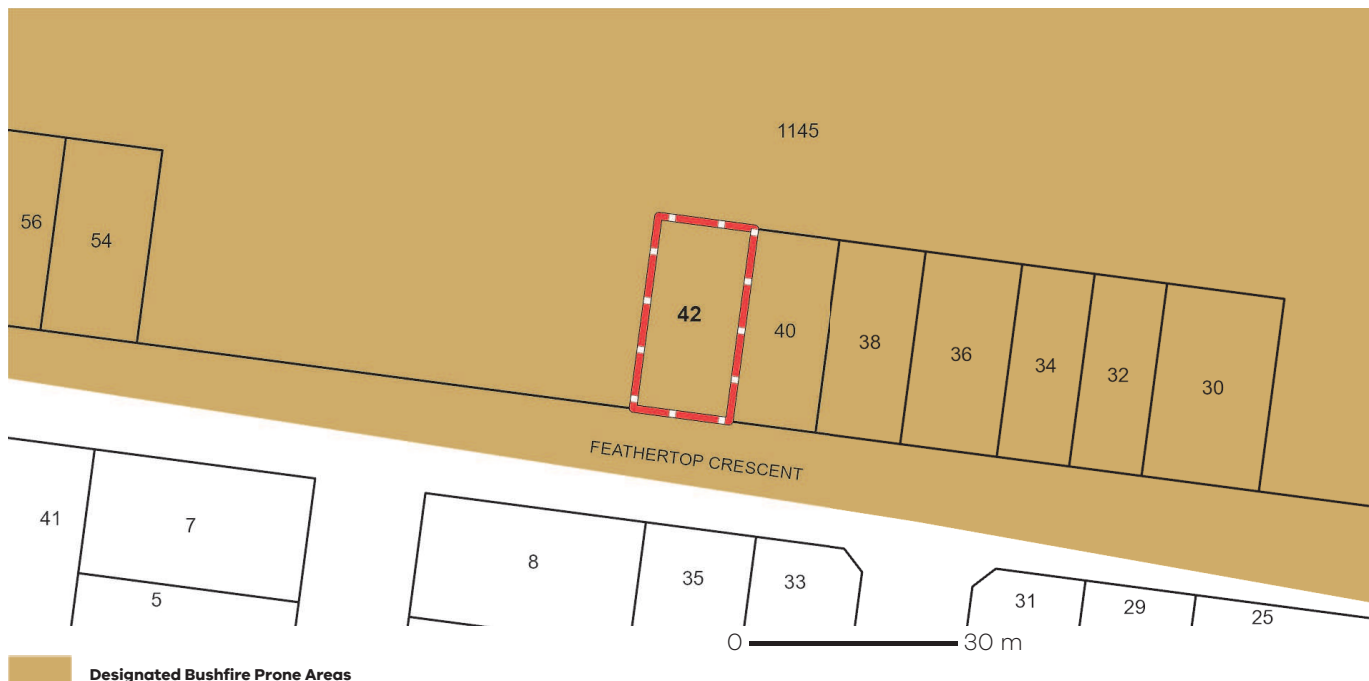
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

<b>Date of issue</b> 08/11/2023	<b>Assessment No.</b> 1121581	<b>Certificate No.</b> 155634	<b>Your reference</b> 81753530:121369664
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Dye & Durham Australia Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

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

**Property location:** 42 Feathertop Crescent DONNYBROOK 3064

**Description:** LOT: 619 PS: 822743S

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$675,000	\$340,000	\$33,750

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,594.51	
Fire services charge (Res) levied on 01/07/2023	\$125.00	
Fire services levy (Res) levied on 01/07/2023	\$31.05	
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45	
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85	
Arrears to 30/06/2023	\$0.00	
Interest to 08/11/2023	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,933.86	
<b>Balance of rates &amp; charges due:</b>		<b>\$0.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$0.00</b>
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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 1121581



Phone 1300 301 185  
Ref 1121581



Billor Code **5157**  
Ref 1121581

2nd November 2023

Mahons Lawyers via Dye & Durham Property Pty Ltd  
DYEDURHAM

Dear Mahons Lawyers via Dye & Durham Property Pty Ltd,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	42 FEATHERTOP CRESCENT DONNYBROOK 3064
<b>Applicant</b>	Mahons Lawyers via Dye & Durham Property Pty Ltd DYEDURHAM
<b>Information Statement</b>	30806428
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	22300460

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

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	42 FEATHERTOP CRESCENT DONNYBROOK 3064
------------------	--

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	42 FEATHERTOP CRESCENT DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

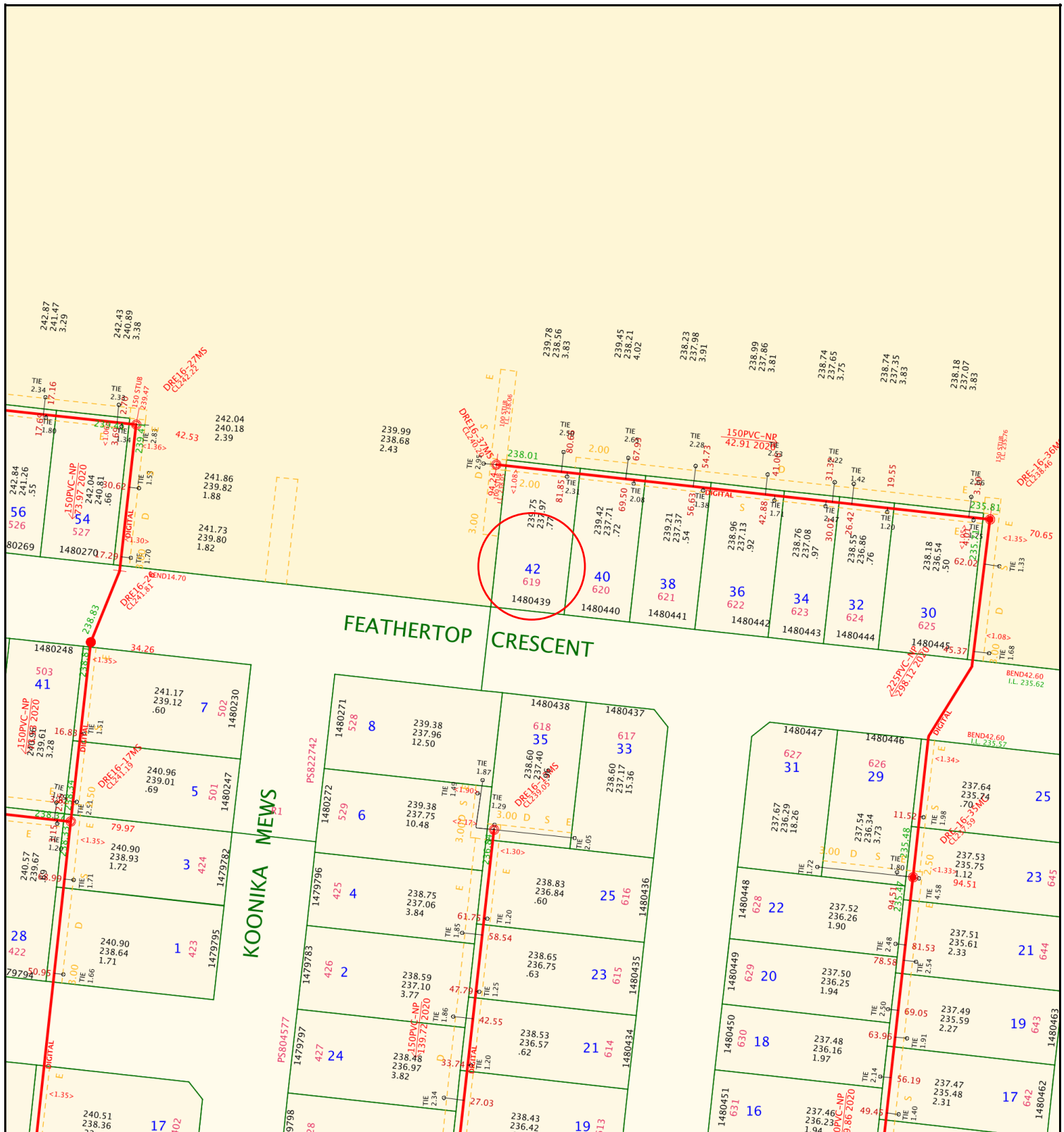
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30806428**

<b>Address</b>	42 FEATHERTOP CRESCENT DONNYBROOK 3064
<b>Date</b>	02/11/2023
<b>Scale</b>	1:1000



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

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

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

3rd February 2021

**Application ID: 482534**

**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>	1480439

**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.

Mahons Lawyers via Dye & Durham Property Pty Ltd  
DYEDURHAM  
property.certificates@dyledurham.com

## RATES CERTIFICATE

Account No: 6722396384  
Rate Certificate No: 30806428

Date of Issue: 02/11/2023  
Your Ref: 22300460

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
42 FEATHERTOP CRES, DONNYBROOK VIC 3064	619\PS822743	5243540	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 12.320000kL x \$2.44510000 = \$30.12</i> <i>Step 2 – 1.990000kL x \$3.12530000 = \$6.22</i> Estimated Average Daily Usage \$1.30	02-06-2023 to 30-06-2023	\$36.34	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 27.280000kL x \$3.34380000 = \$91.22</i> <i>Step 2 – 4.410000kL x \$4.38730000 = \$19.35</i> Estimated Average Daily Usage \$1.81	01-07-2023 to 31-08-2023	\$110.57	\$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Residential Sewer Usage Charge <i>16.8kL x 1.000000 = 16.8 x 0.900000 = 15.120000 x</i> <i>\$1.15400000 = \$17.45</i> Estimated Average Daily Usage \$0.62	02-06-2023 to 30-06-2023	\$17.45	\$0.00
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 2.489000kL x \$1.84890000 = \$4.60</i> <i>Recycled Water Usage – 5.511000kL x \$1.88710000 = \$10.40</i>	02-06-2023 to 31-08-2023	\$15.00	\$0.00
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70
<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>		\$187.01

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water isn't available at this property yet**

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

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

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

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**Property No:** 5243540

**Address:** 42 FEATHERTOP CRES, DONNYBROOK VIC 3064

**Water Information Statement Number:** 30806428

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 67223963847

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



MAHONS LAWYERS VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 81753530:121369665

**Certificate No:** 67504538

**Issue Date:** 02 NOV 2023

**Enquiries:** ESYSPROD

**Land Address:** 42 FEATHERTOP CRESCENT DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47981906	619	822743	12262	475	\$0.00

**Vendor:** SARAH BARNARD & CHRISTOPHER BARNARD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SARAH JADE BARNARD	2023	\$310,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$600,000

SITE VALUE: \$310,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 67504538

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$395.00

Taxable Value = \$310,000

Calculated as \$375 plus ( \$310,000 - \$300,000) multiplied by 0.200 cents.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 67504538

### 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: 67504538

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



MAHONS LAWYERS VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 81753530:121369665

**Certificate No:** 67504538

**Issue Date:** 02 NOV 2023

**Land Address:** 42 FEATHERTOP CRESCENT DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
619	822743	12262	475

**Vendor:** SARAH BARNARD & CHRISTOPHER BARNARD

**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: 67504538

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Biller Code: 416073  
Ref: 67504530

**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: 67504530

**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.



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye Durham  
550 Bourke Street  
MELBOURNE 3000

Client Reference: 81753530 121369663

NO PROPOSALS. As at the 2th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

42 FEATHERTOP CRESCENT, DONNYBROOK 3064  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 2th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70782574 - 70782574151417 '81753530  
121369663'

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 81753530 121369667

16 November 2023

D D DYE AND DURHAM

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**42 (Lot 619) Feathertop Crescent DONNYBROOK**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-U46353/589859610229	09/03/2021	Construction of a single storey dwelling and garage	Yes – 04/08/2021

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**  
 Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**  
*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



## FORM 2

Regulation 37(1)  
 Building Act 1993  
 Building Regulations 2018

### Building Permit No. BS-U46353/5898596102299 09 March 2021 Amended Structural Drawings - 19 April 2021

#### Issue to

Agent of Owner **Aston Homes Pty Ltd**  
 Postal Address **Unit 1/11 Cooper Street, Campbellfield** Postcode **3061**  
 Email **permits@astonhomes.com.au**  
 Address for serving or giving of documents: **Unit 1/11 Cooper Street, Campbellfield** Postcode **3061**  
 Contact Person **Aston Homes Pty Ltd** Telephone **7303 2700**

#### Ownership Details

Owner **Christopher Haydon Barnard & Sarah Jade Barnard**  
 Postal Address **5 Coldfall Way, Mickleham** Postcode **3064**  
 Email **tattooistchris@hotmail.com**  
 Contact Person **Christopher Haydon Barnard & Sarah Jade Barnard** Telephone **0439 440 497**

#### Property Details

Number **42** Street/Road **Feathertop Crescent** Suburb **Donnybrook** Postcode **3064**  
 Lot/s **619** LP/PS **822743s** Volume **12262** Folio **475**  
 Crown allotment Section No Parish County  
 Municipal District **Whittlesea City Council**

#### Builder

Name **Aston Homes Pty Ltd** Telephone **7303 2700**  
 Address **Unit 1/11 Cooper Street, Campbellfield** Postcode **3061**

#### Details of Building Practitioners and Architects

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

Name	Category/class	Registration Number
Aston Homes Pty Ltd	CDB-U	CDB-U 51183

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

Name	Category/class	Registration Number
Aston Homes Pty Ltd	CDB-U	CDB-U 51183
Furkan Resuloglu	EC	EC 42270

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

The issuer or provider of the required insurance policy is: **VMIA**  
 Insurance policy number : **C585373**  
 Insurance policy date : **01/03/2021**  
 Owner Builder: **No**  
 Owner Builder Consent Number: **N/A**

**Details of Relevant Planning Permit**Planning Permit No: **N/A**Date of grant of Planning Permit: **N/A****Nature of Building Work**

Construction of a Single Storey Dwelling and Garage

Storeys contains: **1**Rise in storeys: **N/A**Effective height: **N/A**Type of construction: **N/A**Version of BCA applicable to permit: **2019**Cost of Building Work: **\$251,992.00**Total floor area of new building work in m<sup>2</sup>: **263****Revisions**

1. Inclusion of Retaining Wall - 09 April 2021: Inclusion of Retaining Wall
2. Amended Structural Drawings - 19 April 2021: Amended Structural Drawings

**Conditions and required Certificates**

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

**BCA Class**Part of Building: **Dwelling**Class: **1ai**Part of Building: **Garage**Class: **10a**Part of Building: **Retaining Wall**Class: **10b****Prescribed Reporting Authorities**

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Whittlesea City Council	Legal point of discharge	133

**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. Pre-Slab
2. Retaining Wall Footings
3. Slab Steel
4. Frame
5. Final

**Occupation or User 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 of the building in relation to which the building work is carried out.

**Commencement and Completion**

This building work must commence by 09 March 2022

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 09 March 2023

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.

**Relevant Building Surveyor**Name: **Peter Mariolis**Address: **Suite 6, 1153 Burke Road, Kew VIC 3101**



#### Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of **The Building Act 1993**.

## Annexures 'A' Conditions of Approval

### Building Permit No. **BS-U46353/5898596102299** Issued **09 March 2021**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Builder is to submit truss layout to the structural engineer prior to commencing frame. Engineer is to review and where any girder trusses fall on lintels or beams the structural engineer is to provide a revised beam and lintel schedule.
2. The property is located within a bushfire prone area. The applicable Bushfire Attack Level (BAL) is – 12.5
3. Pursuant to Section 33 (1) of the building act, a person who is in charge of the carrying out of building work for which a permit has been issued under Part 3, must notify the relevant building surveyor without delay after completion of each mandatory notification stage of that work.
4. Pursuant to Section 33 (2) of the building act, a person who is carrying out building work for which a permit has been issued under Part 3 must stop carrying out that work or any part of that work on completion of a mandatory notification stage if directed to do so by the relevant building surveyor.
5. Prior to frame inspection, submit a copy of truss layout, computations and certification from manufacturer to this office.
6. Submit certification that the provisions of the Energy Rating Report have been complied with prior to application for occupancy. Note: solar hot water or tanks connected to WCs required.

Project Number: 20213489

## Form 16

Regulation 192  
**Building Act 1993**

Building Regulations 2018

### OCCUPANCY PERMIT

#### Property Details

Number: **42** Street/Road: **Feathertop Crescent** Suburb: **Donnybrook** Postcode: **3064**  
Lot/s: **619** LP/PS: **822743s** Volume: **12262** Folio: **475**  
Crown: allotment Section: No Parish: County:  
Municipal District: **Whittlesea City Council**

#### Building permit details

Building permit number: BS-U46353/5898596102299  
Version of BCA applicable to building permit: 2019

#### Inspection approval dates for mandatory inspections that have been carried out are as follows:

Inspection Type	Approved Date
Bored Piers	15/04/2021
Pre-Slab	16/04/2021
Retaining Wall Footings	16/04/2021
Slab Steel	19/04/2021
Frame	10/05/2021
Re Final	03/08/2021

#### Building Details

Part of building to which permit applies: Permitted use: Residential Dwelling BCA Class of building: 1a  
Maximum permissible floor live load: 1.5kpa Maximum number of people to be accommodated: N/A

Part of building to which permit applies: Permitted use: Residential Garage BCA Class of building: 10a  
Maximum permissible floor live load: 2.5kPa Maximum number of people to be accommodated: N/A

Part of building to which permit applies: Permitted use: Retaining Wall BCA Class of building: 10b  
Maximum permissible floor live load: Maximum number of people to be accommodated: N/A

Storeys contained 1 Rise in storeys (for Class 2-9 buildings) N/A

**Reporting authorities**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Whittlesea City Council	Legal point of discharge	133

**Suitability for occupation**

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

**Relevant building surveyor**

Name: Peter Mariolis  
Address: Suite 6, 1153 Burke Road, Kew VIC 3101  
Email: peter@jnat.com.au  
Building practitioner registration no.: BS-U46353  
Municipal district name: Whittlesea City Council  
Occupancy Permit no. BS-U46353/5898596102299  
Date of issue: 4 August 2021  
Date of final inspection 3 August 2021  
Signature:



# Domestic Building Insurance

## Certificate of Insurance

**Christopher Haydon Barnard, Sarah Jade Barnard**
**25 Coldfall Way  
 MICKLEHAM  
 VIC 3064**

Policy Number:

**C585373**

Policy Inception Date:

**01/03/2021**

Builder Account Number:

**007841**

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 619, 42 Feathertop Drive Crescent VIC 3064 Australia**

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

Builder ACN: **611790642**

**!** 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): **Christopher Haydon Barnard, Sarah Jade Barnard**

Pursuant to a domestic building contract dated: **09/09/2019**

For the contract price of: **\$ 251,992.00**

Type of Cover: **Cover is only provided if ASTON 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.

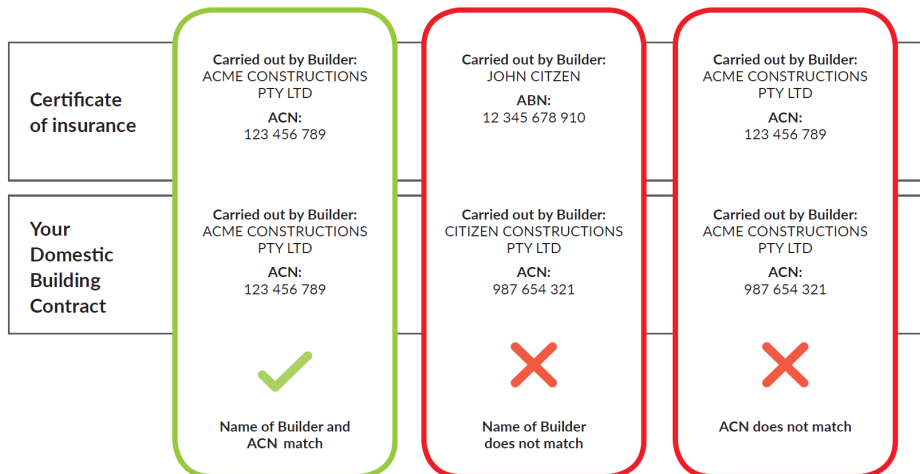
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$1,450.00</b>
GST:	<b>\$145.00</b>
Stamp Duty:	<b>\$159.50</b>
<b>Total:</b>	<b>\$1,754.50</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*





Ph: 1300 133363  
Web Page: www.InspectDirect.com.au

Email: info@inspectdirect.com.au

**THIS REPORT IS VALID FOR (6) MONTHS FROM THE DATE OF MOST RECENT INSPECTION.**

**REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)**

- Owner-builders are required under Section 137B of the Building Act 1993 to provide Warranty Insurance for building work they have carried out on their property if the value of the work was \$16,000 or greater for the remainder of the 6 (six) year period that starts from the time of completion of construction.
- Domestic building work more than \$16,000 will require domestic building insurance and will cover costs up to \$300,000 to fix structural defects for six years, and non-structural defects for two years.
- Domestic building work that is structural will not require domestic building insurance if it has been completed more than six years from the date of this report.
- Domestic building work that is not structural will not require domestic building insurance if it has been completed more than two years from the date of this report.

**Site Address:** No.42 Feathertop Crescent Donnybrook VIC 3064

**Date of report:** 07/11/2023

**Date of inspection:** 07/11/2023

**Weather conditions at time of inspection**

Fine    Cloudy    Wet    Windy  
Other (please specify) .....

**Name of prescribed building practitioner:** Salvatore Mamone B.Arch (Architect & Registered Building Inspector)  
**Address:** 144 Centenary Drive Mill Park Victoria    **Post Code:** 3082  
**Registration No.** Architect:15347    **Signature:** *Salvatore Mamone*  
RBP: IN-L 41272

**Report Legend:**

✓	No Visible Fault
M	Fault – Categorised as either minor or a Maintenance Issue
NC	Non-Compliance issue or has not been constructed in accordance with permit documents.
NP	This structure has been constructed without a Building permit.
X	A major or a Structural Defect
C	Incomplete
N	Not accessible
-----	Not Relevant
P	Partial Access
U	Untested

**Description of the building and materials used in construction:**

Floor Structure: - Timber Deck: o Timber floor frame.	Stumps / Piers: - No access under timber deck. Testing not exhaustive.
Footings: - N	
Floor Coverings: - Timber Deck: o Eco Deck boards	
Wall Structure: - -----	
Roof Structure: - Veranda: o Timber frame	



External Wall Cladding: - -----
Internal Wall Lining: - -----
Internal Ceiling Lining: - -----
Roof Cladding: - Veranda: o Corrugated colorbond metal
Window Frames: - -----
Number of storeys: - One

**Services connected to the owner built works and their condition:**

Electrical: - New LED downlights within garage ✓ - New pendant light within dining. ✓ - New pendant lights within kitchen ✓ - New ceiling fans within master bedroom and bedroom #2 ✓ - New ceiling fan to alfresco ✓	Air-Conditioning:-----
Gas: -----	Heating:-----
Water: -----	Hot Water System:-----
Sewerage: -----	Intercom:-----
Stormwater: NC1	Alarm System:-----
Septic:-----	Ducted Vacuum:-----
Rain Tank: -----	Smoke Detectors:-----

**“BAL” level if known:**

- Not Known

**Description of Works:**

Owner Built Works - or Alterations & Additions:

1.0 Structural work:

1.1 Timber frame veranda attached to the existing alfresco / rear of the house. The construction consists of;

- 1.1.1 Timber roof frame.
- 1.1.2 Timber posts.
- 1.1.3 Corrugated colorbond metal roof cladding.
- 1.1.4 Colorbond metal fascia gutter.
- 1.1.5 Colorbond metal downpipe.
- 1.1.6 Colorbond metal flashing.

1.2 Timber deck attached to the rear of the house and within the alfresco area. The construction consists of;

- 1.2.1 Timber floor frame.
- 1.2.2 Eco deck boards

2.0 Non-structural work:

- 2.1 New LED downlights within garage
- 2.2 New pendant light within dining
- 2.3 New pendant lights within kitchen
- 2.4 New ceiling fans within master bedroom and bedroom #2
- 2.5 New ceiling fan to alfresco



Ph: 1300 133363

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

Web Page: [www.InspectDirect.com.au](http://www.InspectDirect.com.au)

<b>Property Owner/s Name/s:</b>	
Name/s: Sarah Barnard	
Name/s: -----	
Address: No.42 Feathertop Crescent Donnybrook VIC 3064	
Address: -----	
Contact Phone Number/s: 0439 440 497	
<b>Site details</b>	
House location on Street:	
- North	
Site falls / graded to:	
- -----	
Vegetation:	
- -----	
Site Drainage:	
- -----	
Condition of concrete paths / Paving:	
- -----	
<b>Attached &amp; Detached Structures from the owner built works:</b>	
Garage / Carport:	
- -----	
Pergola:	
- -----	
Veranda:	
<ul style="list-style-type: none"> <li>○ Timber frame veranda attached to the existing alfresco / rear of the house. The construction consists of;                             <ul style="list-style-type: none"> <li>▪ Timber roof frame.</li> <li>▪ Timber posts.</li> <li>▪ Corrugated colorbond metal roof cladding.</li> <li>▪ Colorbond metal fascia gutter.</li> <li>▪ Colorbond metal downpipe.</li> <li>▪ Colorbond metal flashing.</li> </ul> </li> </ul>	
Front Porch:	
- -----	
Alfresco:	
- -----	
Timber Deck:	
<ul style="list-style-type: none"> <li>○ Timber deck attached to the rear of the house and within the alfresco area. The construction consists of;                             <ul style="list-style-type: none"> <li>▪ Timber floor frame.</li> <li>▪ Eco deck boards</li> </ul> </li> </ul>	
Bungalow / Studio:	
- -----	
Garden Shed:	
- -----	
Pool / Spa:	
- -----	
Pool / Spa Equipment:	
- -----	
Pool / Spa Fence:	
- -----	
Retaining Walls:	
- -----	
<b>External Construction:</b>	
Footings:	



Ph: 1300 133363

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

 Web Page: [www.InspectDirect.com.au](http://www.InspectDirect.com.au)

- -----	
If Masonry – Damp Proof Course & Mortar Condition:	
- -----	
Wall Structure:	
- -----	
Wall finish:	
- -----	
Sub floor Ventilation (Where Applicable):	
- -----	
Weep Holes Base of walls (Where Applicable):	
- -----	
Weep Holes above window & door openings in walls (Where Applicable):	
- -----	
Eaves:	
- -----	
Doors:	
- -----	
Windows:	
- -----	
Sill Gaps Ground floor windows:	
- -----	
Sill Gaps upper level windows:	
- -----	
Roof Cladding:	
- Corrugated colorbond metal	
Fascia Gutters:	
- Colorbond metal	
Box Gutters:	
- -----	
Flashing & Capping:	
- NC2	
Flashing to attached structures:	
- Colorobnd metal	
Down Pipes:	
- Colorbond metal	
Roof pitch:	
- Approximately 2 degrees.	
<b>Veranda &amp; Timber Deck: NP3</b>	
Floor Structure: NC4	Ventilation: ✓
Floor Coverings: ✓	Electrical Power & Lights: ✓
Walls: -----	Base Wall / Plinth Boards: ✓
Ceiling / Roof Structure: NC5 & NC7	Timber / Metal Posts: NC6
Doors: -----	Dampness: ✓
Windows:-----	Decorative Moulds:-----
Gutters: ✓	Roof Coverings: ✓
Down Pipes: NC1	Flashings / Cappings: NC2

**REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION):**

**Please refer to the fault / maintenance number adjacent the item for identification. The fault / maintenance number will have a letter in front of it such as an “M” – refer to the fault / maintenance identification legend to identify the letter placed in front of each fault / maintenance number. Use of the fault / maintenance numbers is achieved by corresponding the numbering with the individually numbered faults / maintenance item identified within the back section of this report.**



<b>Notes:</b>	
1.0	Timbers that are exposed to the weather may be prone to premature degradation – vigilant monitoring required.
2.0	Timbers that are close to or in the ground may be prone to premature degradation – vigilant monitoring required.
3.0	Paths & gardens surrounding the property to be monitored for water retention during & following rain periods.
4.0	Gutters & roof surface to be maintained cleaned to prevent build up of debris & potential gutter / down pipe / stormwater system blockage
5.0	Site drainage to be monitored – water retained along the base of walls of the building or close to the base of the walls of the building may become problematic.
6.0	In accordance with the requirements of the Victorian Building Authority; A timber deck requires a building permit.
7.0	In accordance with the requirements of the Victorian Building Authority; Construction of a veranda attached to a building requires a building permit.
8.0	In accordance with the requirements of AS3727; fixed building elements such as walls, posts, pilasters, down pipes etc are required to be isolated from concrete pavement and all paving by installation of 10mm wide expansion foam.
9.0	Recessed Luminaires / Down Lights: <ul style="list-style-type: none"> <li>9.1 In accordance with manufacturers requirements insulation is to be kept clear of recessed luminaires / Down lights.</li> <li>9.2 A sign is required at the entrance into the roof space if recessed luminaires / Down lights have been installed.</li> </ul>
<b>List of defects in the building/s:*</b>	
NC1:	<ul style="list-style-type: none"> <li>- The colorbond metal downpipe has not been connected into storm water.</li> </ul>
NC2:	<ul style="list-style-type: none"> <li>- Capping has not been installed to the ends of the roof frame / veranda.</li> </ul>
NP3:	<ul style="list-style-type: none"> <li>- In accordance with the requirements of the Victorian Building Authority; A timber deck requires a building permit.</li> <li>- In accordance with the requirements of the Victorian Building Authority; Construction of a veranda attached to a building requires a building permit.</li> </ul>
NC4:	<ul style="list-style-type: none"> <li>- Timber deck floor structure is displaying signs of undulations and is out of alignment.</li> </ul>
NC5:	<ul style="list-style-type: none"> <li>- The veranda roof has been fixed to the existing timber beam of the alfresco with normal nail fixings and bugle screws. Further detailed inspection revealed that the bugle screws and nails have been inadequately shot into the beam and are beginning to delaminate. This does not comply with AS1684.4.</li> </ul>



**Documents Sited / Viewed at time of inspection:**

1. Architectural Drawings, plans, & Specifications:
o Not available & not viewed at the time of the inspection.
2. Engineering Drawings, Plans, & Specifications:
o Not available & not viewed at the time of the inspection.
3. Building Permit:
o Not available & not viewed at the time of the inspection.
4. Certificate of occupancy / final inspection certificate:
o Not available & not viewed at the time of the inspection.

**Second Hand Material:**

**No - Second Hand Material not used during construction of this building:**

**General Term & Conditions:**

This report is provided, pursuant to the following Acts and their subordinate legislation as they apply in their respective states:  
The Building Act 1993 (VIC)  
The Home Building Act 1989 (NSW)  
The Home Building Contracts Act 1991 (WA)

**Selling a house built or renovated by an owner builder**

Before entering into a contract to sell a house which has been built or renovated by a person other than a registered building practitioner, where the works have been completed for less than 6 years (7yrs NSW) prior to the date of sale, the owner builder must:

- Obtain this Inspection Report. It must be provided to the intended purchaser by the owner builder. The Inspection Report must not be older than six (6) months old at the date of the contract.
- Send to an approved insurer:
  - a completed 'Application for Owner Builder's Indemnity Insurance',
  - a copy of this Inspection Report,
  - the appropriate fee – confirm the fee with the insurer.
 If all items are in order, the insurer will send you the necessary certificate or schedule of insurance.
- Provide evidence of the insurance to the intended purchaser.
- Ensure your contract contains the warranties listed in the shaded section below. After the contract has been signed, the owner builder must send a copy of the contract to the insurer.

**If a contract of sale has been entered into in contravention of the legislation, the contract is not void by reason only of the contravention but is voidable at the option of the purchaser at any time before the completion of the contract.**

The insurance is applicable to structural works done by the owner builder which have been completed for less than 6 years (7yrs NSW) prior to the date of sale. The insurance ceases for structural works when that 6 year (7yrs NSW) period expires.

\*The insurance ceases in 2 years for nonstructural works.

**The insurance only covers defects caused by the owner builder and does not cover any defects identified in the report.**

Please note that where the owner builder has renovated or extended the home, the insurance only relates to those works. The balance of the house is not covered by this insurance at all.  
Defects identified in this Report are those caused by bad workmanship or movement of foundations. This report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) which are caused by normal shrinkage providing the workmanship was not defective.  
Serious defects are defects which seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report,



Ph: 1300 133363

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

Web Page: [www.InspectDirect.com.au](http://www.InspectDirect.com.au)

no special investigation of insect attack (e.g. borer, termite, etc.) has been made and any reference to this has been based on casual inspection.  
This report is incomplete unless the required local government building approval and inspection summary details are attached.

### Warranties for the purposes of houses sold by owner builders

The following warranties must be part of every contract of sale of property by an owner builder where insurance applies\*.

a) The vendor warrants that 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

\* Not applicable in some states

b) The vendor warrants that all materials used in the 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

The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of the warranty, the Building Act and the regulations.

### Inspect Direct Pty Ltd Terms & Conditions:

The Report has been prepared by the registered inspector (named within), with reasonable care, subject however as follows;

- 1) This Report is not a Guarantee but is provided in accordance with the relevant State Act.
- 2) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection.
- 3) Except where specifically stated otherwise, the Report is based on a visual inspection of such parts of the premises as the Report states the inspector has been able to have reasonable access to without the removal of any furniture, fittings – be they fixed or other wise – cladding, or lining materials, plants or soil. The Report will not disclose latent defects or defects which may be apparent in weather conditions which differ from those at the time of the inspection.
- 4) The Report will not disclose defects which have not yet arisen. Changes in usage can cause defects and any abuse of the premises is likely to do so.
- 5) The Report may not cover defects of a minor nature, such as hair-line plaster cracks, jamming doors, windows or catches and similar minor faults.

\* Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Site drainage  | <input type="checkbox"/> Footings         | <input type="checkbox"/> Subfloor                      |
| <input type="checkbox"/> Frame  | <input type="checkbox"/> External walls   | <input type="checkbox"/> Internal walls and ceilings   |
| <input type="checkbox"/> Floor and wall tiling  | <input type="checkbox"/> External roof    | <input type="checkbox"/> Internal roof conditions      |
| <input type="checkbox"/> Built-in fittings/joinery  | <input type="checkbox"/> Doors/windows    | <input type="checkbox"/> Fireplaces/solid fuel heaters |
| <input type="checkbox"/> Plumbing and drainage  | <input type="checkbox"/> Fixed appliances | <input type="checkbox"/> Flyscreens                    |
| <input type="checkbox"/> Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract. |   |  |

**NB:** A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.

- |   |       |                             |
|---|-------|-----------------------------|
| <input type="checkbox"/> Building Permit Attached:              | Yes / | <input type="checkbox"/> No |
| <input type="checkbox"/> Occupancy Permit attached:             | Yes / | <input type="checkbox"/> No |
| <input type="checkbox"/> Final Inspection Certificate attached: | Yes / | <input type="checkbox"/> No |
| <input type="checkbox"/> Electrical or Plumbing Certificates:   | Yes / | <input type="checkbox"/> No |
| <input type="checkbox"/> Copy of reduced Drawings:              | Yes / | <input type="checkbox"/> No |

### Important Note:

- This report does not take the place of a building permit, certificate of occupancy, final inspection certificate, or planning permit.
- This report is based on a visual inspection of the owner built works as presented at time of inspection & does not warrant or guarantee the integrity of the works, compliance of the works, structural integrity or compliance of the structure. Testing of the structure / building or parts of as required may not have been exhaustive.
- It is the responsibility of purchaser to check & ensure that all permits are in place.