PMP CONVEYANCING SERVICES Address: 369 Highlander Drive,

Craigieburn VIC 3064 Phone: 0425 695 792

VENDOR: DARREN MARK BOTTRIELL

PROPERTY: 8 ABERDEEN STREET, RESERVOIR

CONTRACT OF SALE OF REAL ESTATE

Address: Property: 8 Aberdeen Street, Reservoir VIC 3073

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.

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming: or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

You may negotiate with the vendor about the <u>amount of deposit moneys</u> payable under the contract of sale, up to 10% of the purchase price. A <u>substantial period of time</u> 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and **a** copy of the full terms of this contract.

The authority of a person signing:

CICNED BY THE DUDGHACED

- under power of attorney; or
- as director of a corporation; or

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

• as an 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 FORCHASEN
on/2025
Print name(s) of person(s) signing:
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") This offer will lapse unless accepted within [] clear business days (3 business days if none specified).
SIGNED BY THE VENDOR
on/2025
Print name of person signing DARREN MARK BOTTRIELL
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

PARTICULARS OF SALE

		. ,		-	
VEN	IDOR'S ESTATE AGENT	280 Br Phone	k Real Estate oadway, Reservoir, V : (03) 9462 1100 robbie@redrok.com.a		stralia
VEN	IDOR		:N MARK BOTTRIELL ty: 8 Aberdeen Street	t, Reservoir \	VIC 3073
	IDOR'S CONVEYANCER LEGAL PRACTITIONER	of 369 Tel: +6	ONVEYANCING SERV Highlander Drive, Cra 1 425 695 792 D:SF4161(8 ABERDEEN	igieburn VIC	
PUF	RCHASER	of:			
	RCHASER'S CONVEYANCER LEGAL PRACTITIONER	of: Tel: Ref:		Fax: Email:	
PRC	OPERTY ADDRESS				
The	address of the property is	Proper	ty: 8 Aberdeen Street	, Reservoir \	VIC 3073
LAN	ID (General Conditions 3)				
	land is – cribed in the table below -		haing lat		on wlon
	Certificate of Title reference		being lot		on plan

Certificate of Title reference				being lot	on plan
Volume	06412	Folio	208	473	010498

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f)) all fixed floor coverings, electric light fittings, window furnishings, and all fixtures and fittings of a permanent nature.

PAYMENT (General Condition 10)	
Price	\$
Deposit	\$ By (of which \$ has been paid)
Balance	\$ payable at settlement

The price includes GST (if any) unless the words 'plus GST' appear in this box:	
If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	
SETTLEMENT (General Condition 10)	
is due on/20 unless the land is a lot on an unregistered plan of subdivision, in which case settlement is du The above date; or 14 days after the vendor gives notice in writing to the purchaser of registration of the p	
LEASE (General Condition 1.1)	
At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition of the lease are:	on 1.1,
TERMS CONTRACT (General Condition 23)	
If this contract is intended to be a terms contract within the meaning of the <i>Sale of Land Act</i> 1962 then add the words 'terms contract' in this box, and refer to general condition 23:	
LOAN (General Condition 14)	
The following details apply if this contract is subject to a loan being approved.	
Lender: Loan amount: \$ Approval date:	
SPECIAL CONDITIONS	
This contract does not include any special conditions unless the words 'special conditions' appear in this box:	SPECIAL CONDITIONS

SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: It is recommended that when adding further 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 this page; and
- attach additional pages if there is not enough space

☐ 1. Building Report

General condition 21 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a building report from a registered building practitioner within 14 days from the date the Purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☐ 2. Pest Report

General condition 22 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a pest inspection report from a duly qualified pest inspector within 14 days from the date the purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

The report shows a major pest infestation of any structure of the land;

A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☑ 3. Purchasers Acknowledgments

The property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he 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.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this contract.

The purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claim or demands in respect thereof. The purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the contract.

The Purchaser acknowledges that on and from the Day of Sale, it is solely responsible at its own cost for any compliance with any Spa or Pool Notice.

☑ 5. No Warranty Or Representation

The Purchaser further acknowledges and agrees:

4.1 the Vendor makes no warranty or representation in relation to the Spa or Pool, any safety barrier for the Spa/Pool or their compliance with the Building Regulations; and

4.2 the Purchaser must not:

(a) make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition 4 & 5;

(b) require the Vendor to pay all or any part of the cost of complying with all Laws and the requirements of any Government Agency in respect of any matter referred to in this Special Condition 4 & 5; or

(c) delay settlement or refuse to settle by reason of any matter arising out of or in connection with this Special Condition 4 & 5.

☑ 6 . Dimensions of the Property

The Purchaser acknowledges and admits that he purchased the land as offered for sale and inspected by him is identical with that comprised within the said Certificate of Title and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise or call upon the Vendor to amend Title or to bear all or any part of the costs of doing so.

☑ 7 . Payment

- 7.1 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.
- 7.2 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.
- 7.3 The Purchaser must pay all money other than the deposit:
- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.
- 7.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 7.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.
- 7.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 7.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 7.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 7.9 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.
- 7.10 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.

General condition 12.4 is added:

12.4 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.

☑ 9. Adjustments

- 9.1 The Purchaser agrees to provide copies of all certificates and other information used to calculate the adjustments. Failure to do so will cause delay to the Vendor providing cheque directions and the cost of delaying settlement will be at the Purchaser expense and is considered to be in default of the contract.
- 9.2 A statement of adjustments needs to be provided by the Purchaser to PMP Conveyancing at least 2 business days prior to settlement, any failure to do so, will cause the Purchaser to pay an administration fee to PMP Conveyancing of \$150 at settlement for the delay of receiving the statement of adjustments.

☑ 10. Notices

- 10.1 The Purchaser acknowledges 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.
- 10.2 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.
- 10.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

☑ 11. Bank guarantee

- 11.1 In this special 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 under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 11.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.
- 11.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 11.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee.
- 11.5 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 to the extent of the payment.
- 11.6 Nothing in this special condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract.

☑ 12. Planning

The property is sold subject to any restrictions as to user imposed by law or by any authority with power under any legislation to control the use of land. 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 thereof.

☑ 13. Due Diligence Checklist

The Purchaser herby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 statement prior to signing the contract of sale hereof.

In the event that the Purchaser is corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contact and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☑ 15. Foreign Investment Review Board

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

☑ 16. Settlement rescheduling fee

The purchaser agrees to pay PMP Conveyancing a cost of \$250 to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is paid to PMP Conveyancing at settlement.

☑ 17. Payment of Deposit

The Deposit paid by the purchaser to the Agents Trust Account must not exceed 10% without the prior written consent of the Vendor. Should the purchaser breach this contract and make a deposit payment which exceeds 10%, the purchaser and their conveyancer must do all things reasonable to assist the Vendor with the early release of the deposit directly to the vendor or into the Purchasers PEXA Source Account for this settlement, at the purchasers' own costs.

Additional Special Conditions (If required and	d agreed with PMP Conveyancing):

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1. 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.

- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 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
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the reasonable 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 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 S27 of the Sale of Land Act 1962 ("the Act") have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
 - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. 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.

21. Notices

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

22. 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.

23. Terms contract

- 23.1 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.
- 23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

- 27.1 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.
- 27.2 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Annexure A DIRECTOR'S GUARANTEE

We:	
Of:	

IN CONSIDERATION of you entering into the within contract of sale ("the contract") with the purchaser named and described in the Schedule hereto ("the purchaser") at the request of us, the persons named and described in the Schedule hereto ("the Guarantors"), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

- 1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
- 2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
- 3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
- 4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
- 5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
- 6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
- 7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
- 8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
- 9. For the consideration aforementioned and as a separate and severable covenant the Guarantors

 HEREBY AGREE to indemnify you not only against the non-payment by the purchaser of any moneys
 due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs
 and charges and expenses whatever which you may incur by reason of any
 default on the part of the purchaser in relation to the contract.
- 10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
- 11. The expression "the Guarantors" shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

PURCHASER AND GUARANTOR DETAILS PURCHASER/S: NAME ADDRESS GUARANTORS: NAME ADDRESS EXECUTION BY GUARANTORS EXECUTION BY GUARANTORS SIGNED by: Guarantor) Date Signed (Guarantor)

.....

Date Signed

SCHEDULE

SIGNED by:

(Guarantor)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist Page 19 of 20



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)



Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	8 Aberdeen Street, Reservoir 3073	
Vendor's name	DARREN MARK BOTTRIELL	Date 11 / 10 2025
Vendor's signature	A short	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's		Date
name Purchaser's signature		1 1

1

FIN	ANCIAL MATTERS					
1.1	Particulars of any Rates, Taxes, Charges or Other Simi	ilar Outgoings (and any interest or	them)			
	(a) Their total does not exceed:		\$6,000.00			
1.2	Particulars of any Charge (whether registered or not) impunder that Act, including the amount owing under the charge		e an amount due			
	То					
	Other particulars (including dates and times of payments)):				
1.3	Terms Contract					
	This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.					
	Not Applicable.					
1.4	Sale Subject to Mortgage					
	This section 1.4 only applies if this vendor statement is in r (whether registered or unregistered), is NOT to be discharged or receipts of rents and profits.					
	Not Applicable.					
1.5	Commercial and Industrial Property Tax Reform Act 20	24 (Vic) (CIPT Act)				
(a)	The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.				
(b)	Is the land tax reform scheme land within the meaning of the CIPT Act?	□ Yes ⊠ No				
(c)	If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ⊠ Not applicable				
INS	SURANCE					
2.1	Damage and Destruction					
	This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.					
	Not Applicable.					
2.2	Owner Builder					

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

Not Applicable.

3 LAND USE

2

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

	(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:	
	To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.	
3.2.	Road Access	
	There is NO access to the property by road if the square box is marked with an 'X'	
3.3.	Designated Bushfire Prone Area	
	The land is in a designated bushfire prone area under section 192A of the <i>Building Act</i> 1993 if the square box is marked with an 'X'	
3.4.	Planning Scheme	
	Attached is a certificate with the required specified information.	
NO	TICES	
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, rerecommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:	port,
	Not Applicable.	
4.2.	Agricultural Chemicals	
	There are NO notices, property management plans, reports or orders in respect of the land issued by a govern department or public authority in relation to livestock disease or contamination by agricultural chemicals affective ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:	
	Not Applicable.	
4.3.	Compulsory Acquisition	
	The particulars of any notices of intention to acquire that have been served under section 6 of the <i>Land Acquis and Compensation Act</i> 1986 are as follows:	ition
	Not Applicable.	
BUI	ILDING PERMITS	
	culars of any building permit issued under the <i>Building Act</i> 1993 in the preceding 7 years (required only where residence on the land):	here
Not A	Applicable.	
OW	NERS CORPORATION	
	section 6 only applies if the land is affected by an owners corporation within the meaning of the <i>Owners</i> corations Act 2006.	

6

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") 7

Not Applicable.

8 **SERVICES**

4

5

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

Electric	city supply	Gas supply □	Water supply □	Sewerage □	Telephone services □	
TITLE						
Attached are copies of the following documents:						
9.1 (a) Registered Title A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.						

10 SUBDIVISION

9

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed. Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (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.)

Ш		Vaca	nt F	Resid	entia	I Lan	d or	Land	with	a	Resid	denc	е
---	--	------	------	-------	-------	-------	------	------	------	---	-------	------	---

13 ATTACHMENTS

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

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

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



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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,

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

Page 1 of 1

VOLUME 06412 FOLIO 208

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LAND DESCRIPTION

Lot 473 on Plan of Subdivision 010498. PARENT TITLE Volume 05622 Folio 243 Created by instrument 1774923 05/06/1940

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DARREN MARK BOTTRIELL of 22 NEBEL ST LALOR
S322247H 22/01/1993

ENCUMBRANCES, CAVEATS AND NOTICES

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP010498 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: 8 ABERDEEN STREET RESERVOIR VIC 3073

DOCUMENT END

Title 6412/208 Page 1 of 1

Imaged Document Cover Sheet

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

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Number of Pages	16
(excluding this cover sheet)	
Document Assembled	08/10/2025 12:26

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O PORTI KEELBUND SUBDIVISION OF CROWN P P L O PARISH PART PLAN O

MEASUREMENTS ARE IN FEET & INCHES COUNTY OF BOURKE

VOL 4940 FOL 811

P10498 **EDITION** 20 PLAN MAY BE LODGED 9/1/25

THE EASEMENT FOR PIPELINE OR ANCILLARY PURPOSES

IN FAVOUR OF LOT 616 CREATED BY T770886R

AS TO THE LAND MARKED E-7 AS TO THE LAND MARKED E-8

THE EASEMENT TO M.M.B.W. CREATED BY B540122 THE EASEMENT TO M.M.B.W. CREATED BY C858705

AS TO THE LAND MARKED E-4 AS TO THE LAND MARKED E-5 AS TO THE LAND MARKED E-6

ENCUMBRANCES

THE EASEMENT TO M.M.B.W. CREATED BY D107916 THE EASEMENT TO M.M.B.W. CREATED BY D889626

1.SHEETS SHEET THE RESERVE COLOURED GREEN & BLUE THE COUNCIL OF THE CITY OF PRESTON SECTION S698A OF THE GOVERNMENT GAZETTE DATED 2/10/1968 ON LODGED PLAN No. 10498 IS VESTED LOCAL GOVERNMENT ACT 1958 PURSUANT

S.B.12434A

ANY EASEMENTS AFFECTING THE SAME

THE EASEMENT TO M.M.B.W. CREATED BY C924485 R1 & R2

AS TO THE LAND MARKED E-9

AQUEDUCT

SKetch

ROADS COLOURED BROWN

COLOUR CONVERSION

BLUE = E-1 BROWN = R1 & R2 GREEN = E-3

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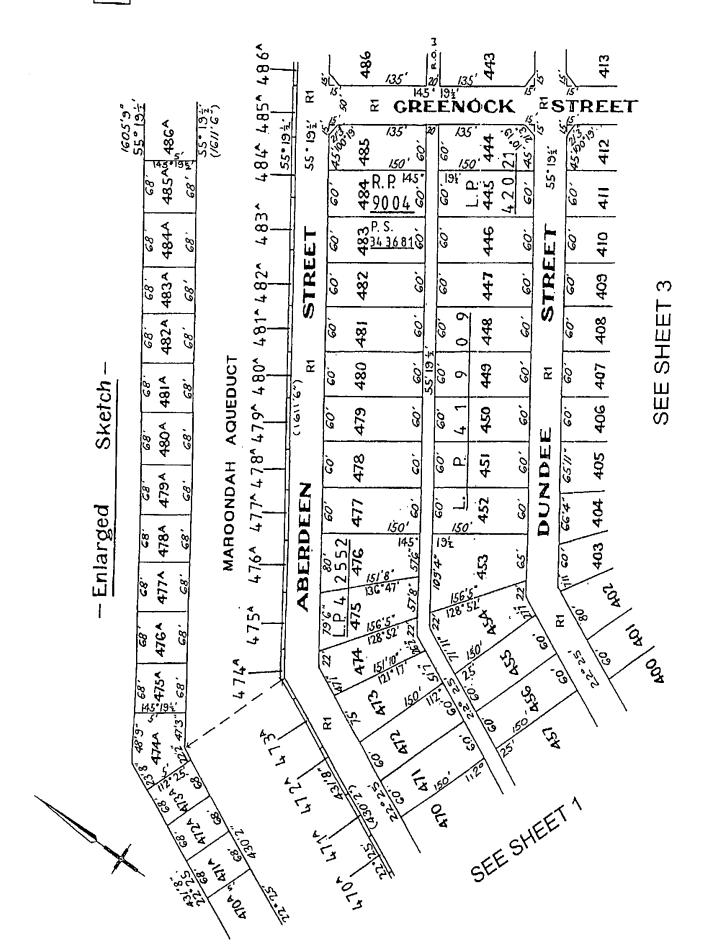
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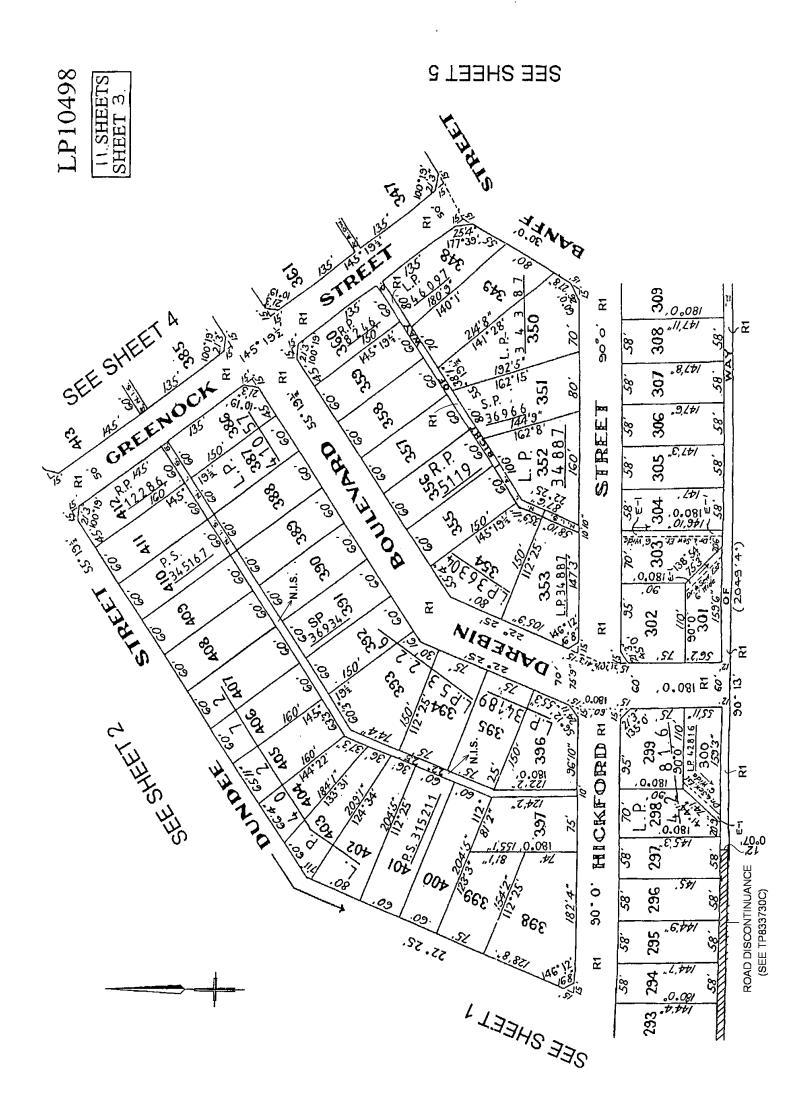
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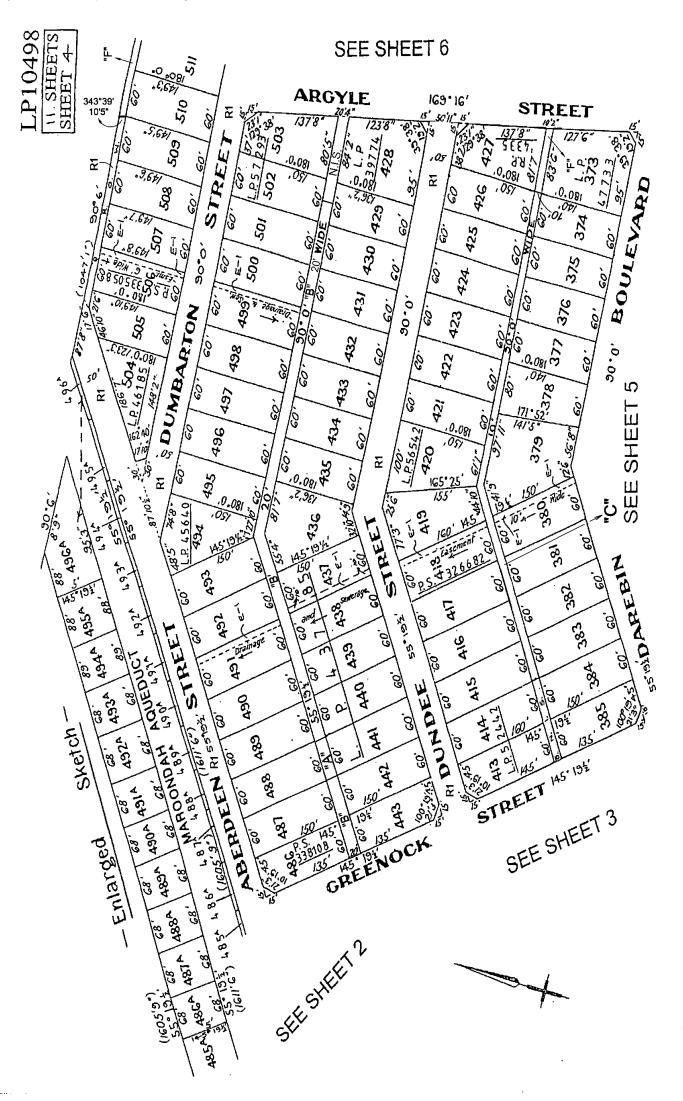
ROAD DISCONTINUANCE

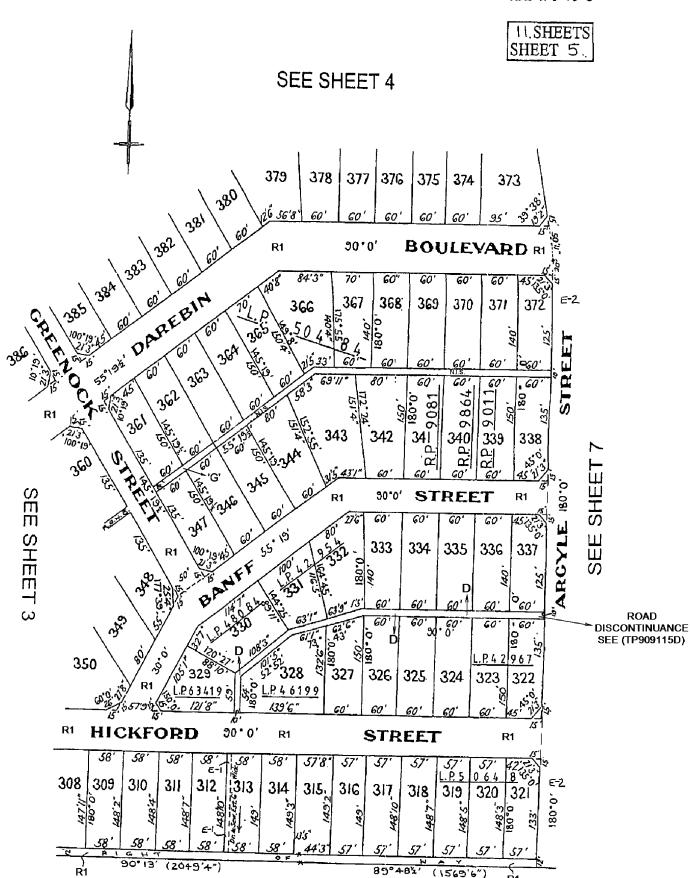
(SEE TP833730C)

SEE SHEET 4

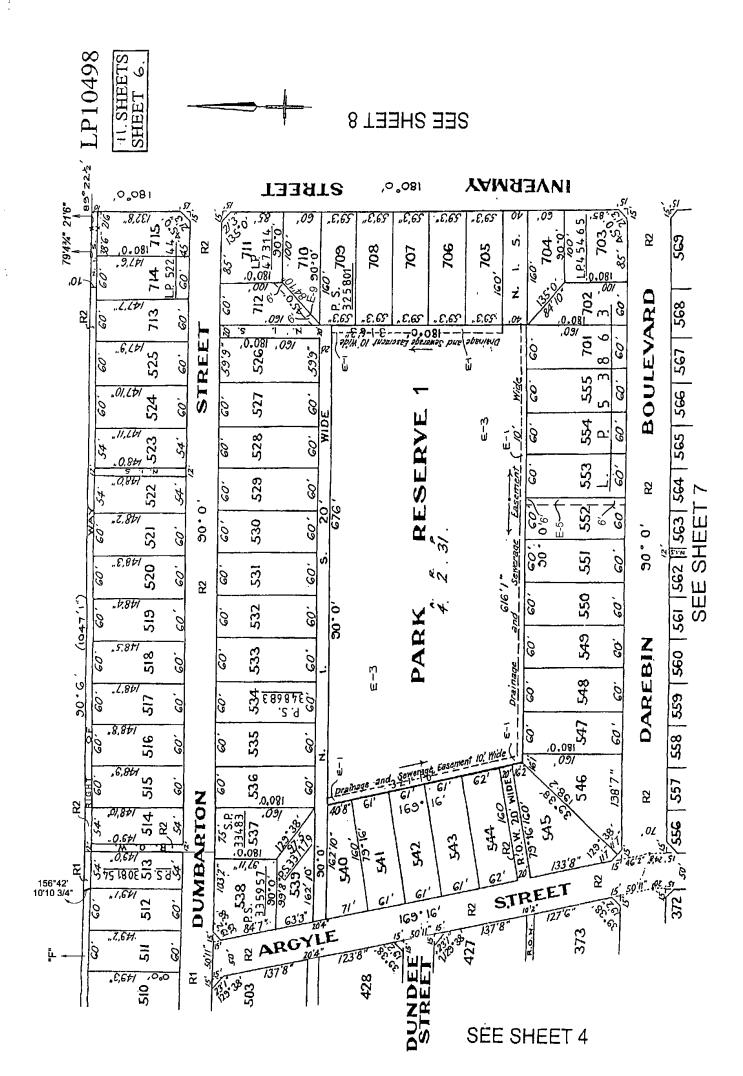








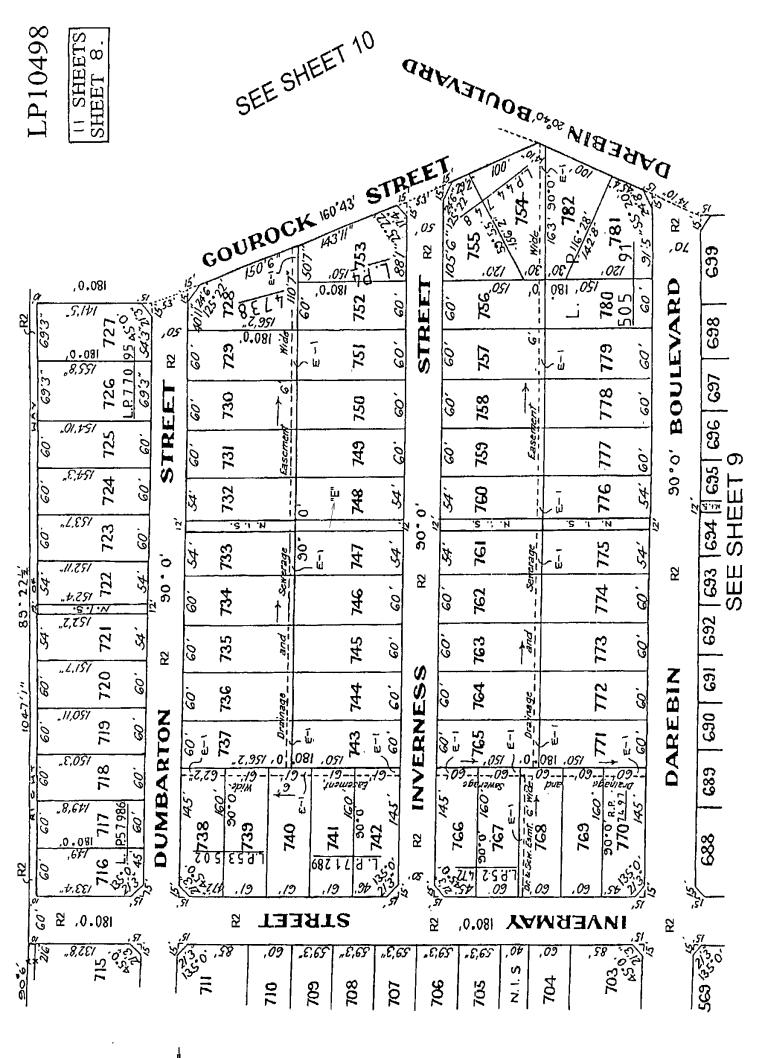
(1569'6")



SEE SHEET 6

SEE SHEEL 6

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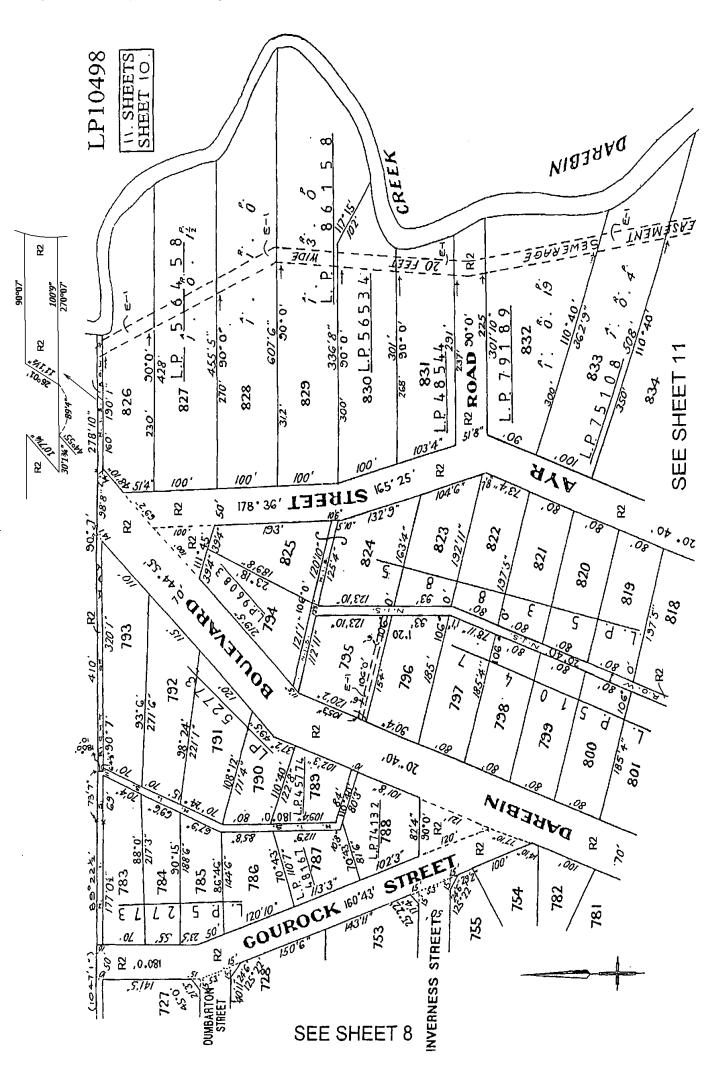


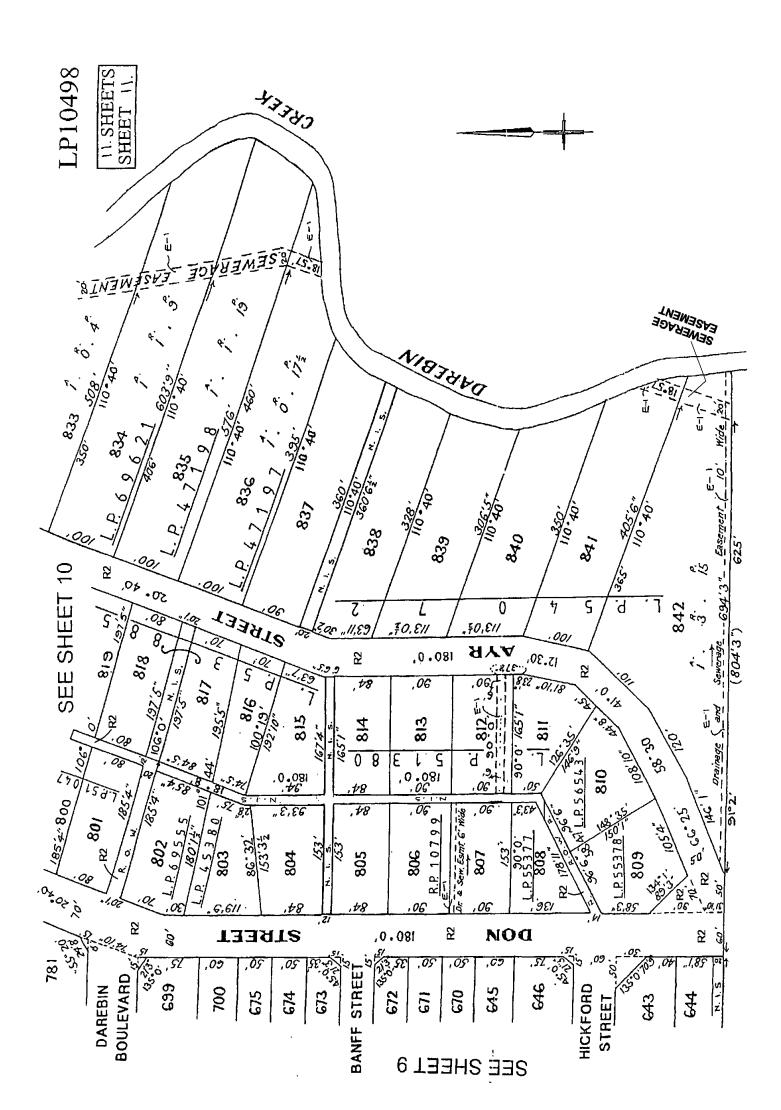
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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

LP 10498

AECECTER)			$\Big]$
LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING	DATE	TIME	EDITION	ASSISTANT
ROAD			אסומוסצו			NUMBER	OF TITLES
ROAD		ROAD DISCONTINUED	L.G.D.2737			1	Ç
202		ROAD CLOSED	L.G D 6925			- -	
LOT 323		EASEMENT EXCISED	AP 15053 CEC 103			-	E C
LOT 795 & 796		VARIATION OF FASEMENT	A 4670 000 100			-	E
ROAD		ROAD DISCORTANT	AF.10/30 SEC.103			-	AO
ROAD		OBONI INOED	L.G.D.1466			-	A
ROAD		ROAD DISCONTINUED	L.G.D.1754			+	X
I OT 842		ROAD DISCONTINUED	L.G.D.8128			-	\$
201012		VARIATION OF EASEMENT	AP.15325 SFC 103				
KOAD		ROAD DISCONTINUED	1 G D 2200			-	B
ROAD		ROAD DISCONTINUES	1.0.0.22.00			-	£
ROAD		TOWN TROOPINGED	L.G.D.4966			-	£
ROAD		ROAD DISCONTINUED	L.G.D.4886			-	E
חייםםאש		ROAD DISCONTINUED	L.G.D.3410			-	A CA
NESERVE		RESERVE EXCISED	L G D 3640			- ,	
ROAD		ROAD DISCONTINUED	G D 3060			-	Ð
ROAD			E.C.D.3003			-	Ē
ROAD		ROAD DISCONTINHED	L.O.D.0272				A
ROAD		0000	L.G.D.5204			-	A
ROAD		NOAD DISCONTINUED	L.G.D.5205			-	C#
		ROAD DISCONTINUED	L.G.D.5303			\ \-	É
200		ROAD DISCONTINUED	L.G.D.2574				S. C.
CAOA	-	ROAD DISCONTINUED	L.G.D.4964				
		FOR CONTINUATION	FOR CONTINUATION SEE NEXT SHEET			-	

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

LP 10498

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	ASSISTANT REGISTRAR	OF TITLES	Æ	U∜	5	(1)	五	角)	£	£	3		A/	R	Q#				₩ ()	(A)	Æ()	₩ ()	2 3	() () () () () () () () () ()	刑)
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	DEALING	Via de la companya de	AP.14975 SEC.103	L.G.D.3325	L.G.D.6377	G D 4849	0000	F.G.D.4100	L.G.D.4141	L.G.D.2382	L.G.D.2312	AD 10/18 CEC 100	104 10 0EC. 103	L.G.D.8308	L.G.D.7327	L.G.D.7401	C D 8202	F.C.D.0233	1.0.D.1460	1 0 5 1000	L.G.D.4963	L.G.D.6560	L.G.D.1900	C O 23312	Y 567 575 A
	MODIFICATION	P. C. C. C. H. C. C. H. C.	VANIATION OF EAGEMENT	ROAD DISCONTINUED	ROAD CLOSED	ROAD DISCONTINUED	ROAD DISCONTINHED		ACAD DISCONTINUED	ROAD DISCONTINUED	ROAD DISCONTINUED	VARIATION OF FASEMENT		NOAU DISCONTINUED	ROAD DISCONTINUED	ROAD DISCONTINUED	ROAD DISCONTINUED	ROAD DISCONTINED	ROAD DISCONTINIED	ROAD DISCONTINGED		KOAU DISCONTINUED	ROAD DISCONTINUED	RECTIFICATION	ROAD DISCONTINUED
	LAND / PARCEL / IDENTIFIER CREATED																								
	AFFECTED LAND/PARCEL	LOT 437 & 438	ROAD		OKOK OKOK	ROAD	ROAD	ROAD	ROAD		CADA	LOT 656	ROAD	BOAD		ROAD -	ROAD	ROAD	ROAD	ROAD	ROAD	400	ROAD	LOT 642 & 644	ROAD

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

LP 10498

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION	ASSISTANT REGISTRAR OF TITLES
ROAD		ROAD DISCONTINUED	X664494R	10/01/61		٣	1
ROAD		ROAD DISCONTINUED	X870721R	27-6-2002		. 4	MAB
LOT 470	E-4	CREATION OF EASEMENT	B540122			5	MLB
LOT 552	E-5	CREATION OF EASEMENT	C858705			5	MLB
LOT 617	E-6	CREATION OF EASEMENT	T770886R			5	MLB
LOT 618	E-7	CREATION OF EASEMENT	D107916			5	MLB
LOT 647	E-8	CREATION OF EASEMENT	D889626			2	MLB
LOT 712	E-9	CREATION OF EASEMENT	C924485			5	MLB
ROAD		ROAD DISCONTINUED	L.G.D.3645		·	က	MLB
ROAD		ROAD DISCONTINUED	AC354839W	06/11/2003		ဖ	RGM

ASSISTANT REGISTRAR OF TITLES

EDITION NUMBER

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4.30pm

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER LP10498

		4							_
)	DATE	27/10/04	27/10/04	22/6/05	90/60/6	7/05/07	28/06/07	27/08/08	
	DEALING NUMBER	AD107132Q, AD107236C, 8X & 40M	AD107133N, AD107237A, 9V & 41K	AD649906G & AD649904L	AE596508C	AP124334B SEC 60	AF135415B	AG050362J	
F THIS PLAN HAS BEEN DIGITALLY AMENDED. NTS ARE TO BE MADE TO THE ORIGINAL PLAN.	MODIFICATION	SEC 207D (ROAD CLOSURE)	SEC 45 (CREATION OF EASEMENT)	Sec. 207D (ROAD DISCONTINUANCE)	RECTIFY CHARTING TO SP36934	ROAD EXCISED LOT 1 TP 907080G	ROAD DISCONTINUED (SEE TP884494Y)	ROAD DISCONTINUANCE (SEE TP909114F)	
WARNING- THE IMAGE OF THIS PLAN NO FURTHER AMENDMENTS ARE TO	LAND / PARCEL / IDENTIFIER CREATED					"A"	<u>"</u> a	" 3"	
WARN NO FL	AFFECTED LAND / PARCEL	ROAD		ROAD	LOT 391				

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A.M.B.

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21/10/08

AG153026C

ROAD DISCONTINUANCE (SEE TP909115D)

<u>_</u>

RECTIFICATION (PLAN AMEND) TO SHOW

ROAD DISCONTINUANCE

ROAD

RNMc

4

15/09/09

AF967025Y (207D) AG749999M (REC)

(TP917518J)

TSG

15

9/2/2016

AP133530A SEC 60

ROAD EXCISED (SEE TP959391U)

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R.O.W

EASEMENTS ENHANCED

R1 & R2

ROADS

E-2

PLAN AMENDED (REMOVAL OF E-2 IDENTIFIER)

PD

17

ARC

16

18/02/16

AM571072K (207D) (SEE TP 23531B)

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER LP010498

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

NO FURTHER AM	ENDMENTS ARE TO	BE MADE TO THE ORIGINAL DO	CUMENT OF TE	IE KEGIS	IEK.	
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
ROAD ABUTTAL	-	ROAD DISCONTINUANCE (SEE TP958333Q)	AS363984W	18/07/19	18	AB
ROAD R1	"F"	SUBDIVISION SECTION 35	PS833376G	12/02/20	19	RJS
ROAD R1	'G'	ROAD DISCONTINUANCE (TP955714T)	AX997581Q	15/05/24	20	L.V.
			<u> </u>			



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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.

FINAL SEARCH STATEMENT

Land Use Victoria

Page 1 of 1

Security No : 124128785512C Produced 08/10/2025 12:26 PM

Volume 6412 Folio 208

ACTIVITY IN THE LAST 125 DAYS

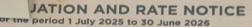
NIL

ADMINISTRATIVE NOTICES

NIL

STATEMENT END

Finalsearch 6412/208 Page 1 of 1





the place to live

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D M Bottriell 4 Visca Crt **ECHUCA VIC 3564**

8 Aberdeen Street RESERVOIR VIC 3073

Property Description VF 4986 473 02 Property Owner:

D M Bottriell

Level of Valuation Date 1st January 2025

Public Waste Service Rate Kerbside Waste Service Charge

Site Value 720,000 Capital Improved Value 980,000

> 0.0000599 x 980,000 0.000173 x 980,000 0.00181084 x 980.000

15/09/2025

15/10/2025

15/11/2025

15/12/2025

49.000

Net Annual Value

\$58.70 \$356.65 \$305.55 \$1,774.60

AVPCC

110.3

ASSESSMENT NUMBER 13019 5 DATE OF ISSUE

11/08/2025

\$626.50

payable by

30 September 2025

Any arrears shown on this notice are payable immediately

\$2,495.50

\$249.00

\$249.00

\$249.00

\$249.00

\$249.00

ESVF - Residential Residential Rate

Four Instalments 30/09/2025 \$626.50 ~ 30/11/2025 \$623.00 ~ 28/02/2026 \$623.00 31/05/2026 \$623.00

Payments made after 3rd August 2025 may not be reflected on this notice. 15/01/2026 If you are experiencing payment difficulties, please contact our Revenue Services Unit by email to revenue@darebin.vic.gov.au or by telephone on 8470 8888.

State Government Requirement - For Your Information Only
Darebin City Council have 7 differential rates, all rates are levied on the Capital Improved Value (CiV).
Your rate in the dollar is shown in the main body of this notice. It is now a requirement to show the following:

Ten Monthly Instalments (Council Initiated Direct Debits Only).

\$254.50

\$249.00

\$249.00

\$249.00

\$249.00

For emailed notices: darebin.enotices.com.au Reference No: 6C272D16CJ

15/02/2026

15/03/2026

15/04/2026

15/05/2026

15/06/2026

Category	Rate in Dollar	Total Rates for CIV = 980,000					
Residential	0.00181084		Category	Rate in Dollar	Total Rates for CIV = 980,000		
Residential Vacant Land	0.00543252	\$1,774.62	Retail Vacant Land	0.00724336	\$7,098.49		
Business		\$5,323.87	Mixed Use Land	0.00253517	\$2,484.47		
Business Vacant Land	0.00316897	\$3,105.59	Cultural and Recreation	0.00158448			
Total Land	0.00724336	\$7,098.49		0.00130448	\$1,552.79		

Name: D M Bottriell

Property Address: 8 Aberdeen Street RESERVOIR VIC 3073

Assessment No. 13019 5 1st Instalment: \$626.50

Payable By:

30th September 2025

Council also offers alternate payment plans if you need more time. If you are experiencing financial difficulties with paying your rates and charges by the due date, please contact us by visiting darebin.vic.gov.au or on 03 8470 8888.

SEE REVERSE FOR IMPORTANT INFORMATION AND PAYMENT METHODS

Post Billpau

Ref: 0130195

Biller Code: 7831

Call: 1300 954 297

Assessment No. 130195 Visit: www.darebin.vic.gov.au

Assessment No. 130195

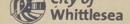
Billpay Code: 0325 Ref: 0130 195

Pay in-store at Australia Post, by phone 13 18 16, or online at auspost.com.au/postbillpay









Bundoora 3083 ABN 72 431 091 058

valuation and rates notice

For the period 1 July 2025 to 30 June 2026



Your quarterly bill

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709522-001 001469(2953) R H4

MR D BOTTRIELL 4 VISCA CT ECHUCA VIC 3564 Assessment number: 0253559



To receive your rates notice via email, register at

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Enquiries 1300 304 688 Faults (24/7)

Account number 62 3166 0000 Invoice number 6235 4546 56201 Issue date 2 Sep 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

\$197.98

Due date 23 Sep 2025

Payment summary

Last Account	\$191.01
Paid/Adjusted	-\$191.01
Balance	\$0.00
Total this Account	+\$197.98
Total Balance	\$197.98

Summary

8 ABERDEEN ST, RESERVOIR

Property Number 1129 372, LP 10498

Product/Service Amount Water Supply System Charge \$21.26 Sewerage System Charge \$122.58 Yarra Valley Water Total \$143.84 **Other Authority Charges** Waterways and Drainage Charge on behalf of Melbourne Water \$31.51

Parks Charge \$22.63 TOTAL (GST does not apply) \$197.98

No water usage has been charged on this account.

5/9/25



How to pay





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



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

Account name Yarra Valley Water BSB: 033-885 Account number: 623154475



Biller code: 344366 Ref: 623 1660 0006



Use Centrepay to arrange regular deductions from your Centrelink payments.

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



Post Billpay®

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

Biller code: 3042 Ref: 6235 4546 56201



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

MR D BOTTRIELL

Account number	62 3166 0000
Invoice number	6235 4546 56201
Total due	\$197.98
Due date	23 Sep 2025
Amount paid	\$



From www.planning.vic.gov.au at 08 October 2025 02:10 PM

PROPERTY DETAILS

Address: **8 ABERDEEN STREET RESERVOIR 3073**

Lot and Plan Number: Lot 473 LP10498 Standard Parcel Identifier (SPI): 473\LP10498

Local Government Area (Council): DAREBIN www.darebin.vic.gov.au

Council Property Number: 177856

Planning Scheme: Planning Scheme - Darebin **Darebin**

Directory Reference: Melway 18 K2

UTILITIES

Southern Rural Water Yarra Valley Water

Rural Water Corporation:

Melbourne Water: Inside drainage boundary

Power Distributor: **JEMENA**

Melbourne Water Retailer:

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

PRESTON Legislative Assembly:

OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural

Heritage Aboriginal Corporation

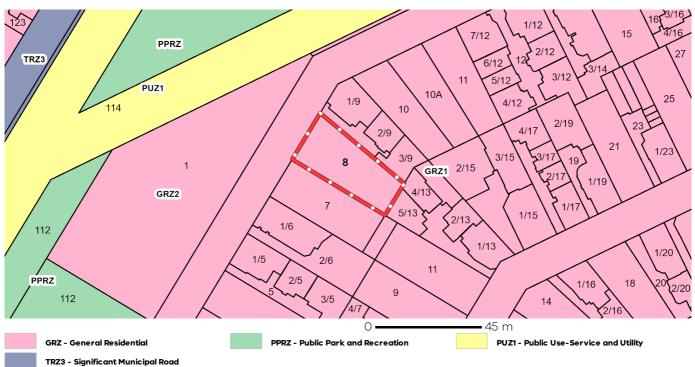
Fire Rescue Victoria Fire Authority:

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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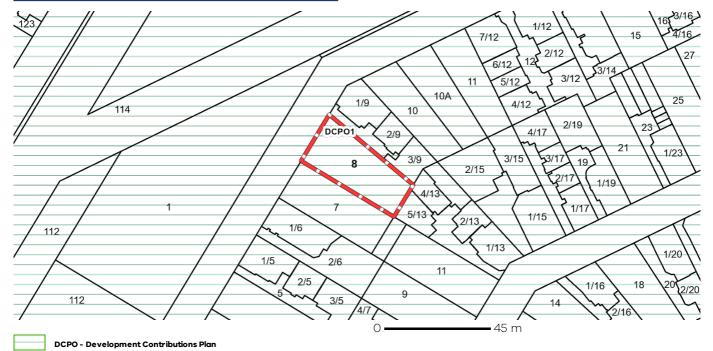
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Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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

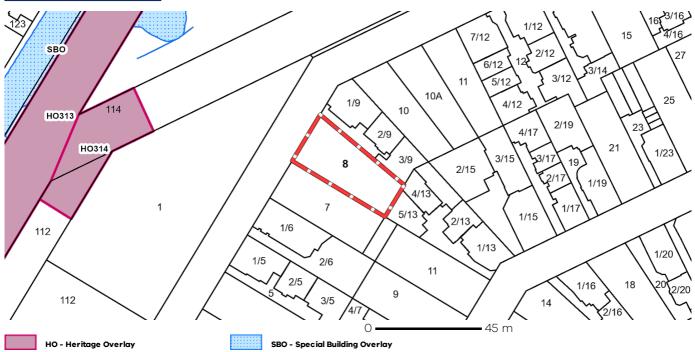
OTHER OVERLAYS

Overlay

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



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

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Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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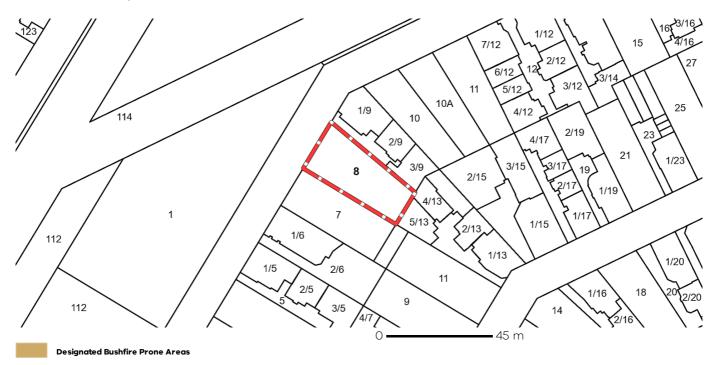


Designated Bushfire Prone Areas

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

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

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



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

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$

Create a BPA definition plan in VicPlan to measure the BPA.

 $Information for lot owners building in the BPA is available at \underline{https://www.planning.vic.gov.au.}\\$

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

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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PROPERTY REPORT



Created at 08 October 2025 12:33 PM

PROPERTY DETAILS

Address: **8 ABERDEEN STREET RESERVOIR 3073**

Lot and Plan Number: Lot 473 LP10498 Standard Parcel Identifier (SPI): 473\LP10498

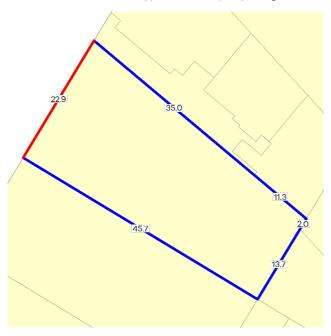
Local Government Area (Council): DAREBIN www.darebin.vic.gov.gu

Council Property Number: 177856

Directory Reference: Melway 18 K2

SITE DIMENSIONS

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



Area: 882 sq. m Perimeter: 131 m For this property: Site boundaries Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

Power Distributor: **JEMENA**

STATE ELECTORATES

NORTHERN METROPOLITAN Legislative Council:

Legislative Assembly: PRESTON

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links

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

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

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PROPERTY REPORT



