



# Contract of Sale of Land

**Property: 43 Mackenzie Drive, Wollert VIC 3750**

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Endorsed by the Australian Institute  
of Conveyancers (Victorian Division)



# 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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**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:

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual/s

.....  
Signature of individual/s

State nature of authority (if applicable):

### WHERE SIGNATORY IS A COMPANY

EXECUTED by .....

ABN: .....

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

**BEN FRANCIS RIMINGTON**

.....  
Name of individual

.....  
Signature of individual

**NATALIE MAREE RIMINGTON**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN: .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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: **RATA & CO - EPPING/WOLLERT**  
 Address: 769 High Street Epping Vic 3076  
 Email: •[ |å@rataandco.com.au  
 Tel: 9401 1117 Mob: Fax: Ref: Leon El Assaad

## Vendor

Name: **BEN FRANCIS RIMINGTON and NATALIE MAREE RIMINGTON**  
 Address:

## Vendor's legal practitioner or conveyancer

Name: **AXCENT CONVEYANCING SERVICES**  
 Address: Ground Floor, 100 Douglas Parade, Williamstown VIC 3016  
 Email: lucy@axcentconveyancing.com.au  
 Tel: -- Mob: 0412 892 055 Fax: -- Ref: LP:127826

## Purchaser

Name:  
 Address:  
 ABN/ACN:  
 Email:

## Purchaser's legal practitioner or conveyancer

Name:  
 Address:  
 Email:  
 Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot		on plan
Volume 11683 Folio 296	143	PS 738253E	

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: **43 Mackenzie Drive, Wollert VIC 3750**

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

All fixed floor coverings, existing light fittings and window furnishings, trampoline, garden shed, dishwasher, microwave, alfresco BBQ and fridge, TV in outdoor area and CCTV system including TV.

## Payment

Price \$  
 Deposit \$ by / /2026 (of which \$ has been paid)  
 Balance \$ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

(\*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 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) – **NOT APPLICABLE AT AUCTION**

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report** – **NOT APPLICABLE AT AUCTION**

General condition 21 applies only if the box is checked

**Pest report** – **NOT APPLICABLE AT AUCTION**

General condition 22 applies only if the box is checked

## Special Conditions

### Special condition 1 – Payment

General condition 11 is replaced with the following:

#### 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 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.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

### Special condition 2 – Acceptance of title

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

### Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

### Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

 **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 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 Network Operator of settlement.

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

**Special condition 9 – Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

**Special condition 10 - No representations**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

**Special condition 11 – Dwelling**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

**Special condition 12 – Deposit**

In the absence of any other agreement between the parties to this Contract, the deposit payable hereunder shall be ten per centum (10%) of the purchase price..

**Special condition 13 - Auction (if applicable)**

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

**Special condition 14 – Guarantee**

If a company purchases the property:  
Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract;  
and  
The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

**Special condition 15 - FIRB Approval**

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract. If there is a breach of the warranty contained in Special Condition 8.1 (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. This warranty and indemnity do not merge on completion of this contract.

**Special condition 16 - Purchasers Inspection**

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Property and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Property and Goods and the purposes for which the Property may be lawfully used and any restrictions or prohibitions on its development.
- (c) The Property is sold and accepted by the purchaser subject to all faults and defects (whether latent or patent) and in its present state of repair, condition, dilapidation and infestation;
- (d) The Vendor is under no liability or obligation to the Purchaser to carry out any repairs alternations improvements to the Property;
- (e) Any improvements on the Property may be subject to or require compliance with any building laws. Any failure to comply with any building laws will not and will not be deemed to constitute a defect in the vendors title;
- (f) The Purchaser has made all necessary enquiries with the relevant Authorities, regarding all aspects of the property,

that a prudent and careful person would undertake before entering into this contract, including all relevant departments of the local Council;

- (g) The Purchaser enters into this contract on the basis of his own inspection, due diligence and the enquiries he has carried out, and has relied on his own judgment, including without limitation, whether the Property is suitable for the Purchaser's proposed use of the Property;
- (h) The Purchaser acknowledges that in signing this Contract of Sale, he has not relied on, and does not rely on, any representation, information memorandum, brochure, advertisement or warranty of any nature made by or on behalf of the Vendor, the Vendor's legal representative or the Vendor's Agent other than those expressly set out in this contract.

**Special condition 17 - Default interest**

General Condition 26. is amended to read:  
18.1 the words "four per cent" replaces the words "two per cent".

**Special condition 18 – Late settlement**

If the Purchaser fails to settle on the due date as stipulated in the Contract of Sale, and/or the scheduled time, and settlement is rescheduled for an alternative date and/or time, the Purchaser will be in default of the Contract and shall pay the Vendor's legal representative an amount of \$100.00 plus GST for each and every rescheduled settlement date and/or time, such amount to be paid at settlement. This amount is payable in addition to any entitlement of costs resulting from the issue of a Notice of Rescission.

**Special condition 19 - Whole agreement**

The provisions contained in this Contract comprise the whole of the agreement between the parties and it is expressly agreed that no further provisions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract. whether in respect of the property or otherwise.

**Special condition 20 – Merger**

Any provision of this Contract of Sale which is capable of taking effect after completion of the Contract shall not merge on completion, but shall continue to remain in full force and effect.

**Special condition 21 – Land Tax**

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

**Special condition 22 – Loan**

General condition 20.2 is amended to including the following as item (e): the purchaser must produce to the vendor, a letter from the "funding" lender confirming their loan application has been declined. Broker letters and/or Mortgage Manager letters will not be accepted.

**Special condition 23 – General conditions**

General conditions 31.4, 31.5 and 31.6 are deleted.

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# 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 all 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

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- (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 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* 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 digital duties form 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.

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- 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
  - 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 –
- 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
  - 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* (Vic).

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - 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 –
- must not exceed 10% of the price; and
  - 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

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## 14.6 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.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 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.

## 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 –

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- (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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 –

eCOSID: 187733133 (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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and

(d) 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, unless the margin scheme applies.

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':

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- (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 these general conditions –

- (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 –
  - (i) a registered building surveyor;
  - (ii) a registered building inspector;
  - (iii) a registered domestic builder; or
  - (iv) an architect,
 which is –
  - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
  - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

eCOSID: 187733133 (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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

### 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) (Tax Act) 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 Tax Act. 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 Tax Act ("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

eCOSID: 187733133 (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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

eCOSID: 187733133 (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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 –

- eCOSID: 187733133
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
  - (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

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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.

### 32. BREACH

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

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

## Default

### 33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983 (Vic)* 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.

eCOSID: 187733133  
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (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.

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## **SCHEDULE 1**

(Regulations 5, 6 and 7)

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

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## **SCHEDULE 5**

### Regulation 6

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

### **Meaning of vendor**

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

### **Bidding by co-owners**

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

### **Vendor bids**

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

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

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

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

### **Copies of the rules**

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

### **Questions**

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

### **Forbidden activities at auctions**

The law forbids any of the following:-

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

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

### **Who made the bid?**

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

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

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

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

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

### **What law applies**

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

# GUARANTEE and INDEMNITY

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

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

## Vendor GST Withholding Notice


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

To: the Purchaser/s  
From: Ben Francis Rimington and Natalie Maree Rimington,  
43 MacKenzie Drive, Wollert Vic 3750

Property Address: 43 Mackenzie Drive, Wollert VIC 3750  
Lot: 143 Plan of subdivision: PS738253E

The property is not a new residential property, and therefore, the Purchaser 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

Dated: 4/3/2026

Signed by:  
  
FC1CA5E092424C7...

**BEN FRANCIS RIMINGTON**

Signed by:  
  
4C3A79EA4B3A462...

**NATALIE MAREE RIMINGTON**

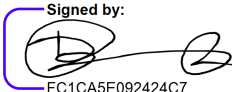

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	<b>43 MACKENZIE DRIVE, WOLLERT VIC 3750</b>
-------------	---

Vendor's name	<b>BEN FRANCIS RIMINGTON</b>	Date	/ /
Vendor's signature	 Signed by: FC1CA5E092424C7...	4/3/2026	
Vendor's name	<b>NATALIE MAREE RIMINGTON</b>	Date	/ /
Vendor's signature	 Signed by: Natalie Maree Rimington 4C3A79EA4B3A462...	3/3/2026	

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

As contained in the attached certificates

### 1.2 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

### 1.3 Sale Subject to Mortgage

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

Not Applicable

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

As contained in the attached searches, if any

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

Not Applicable

### 3.2 Road Access

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

As contained in the attached certificate and information

**4. NOTICES**

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

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

None to the vendors knowledge

**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:

None to the vendors knowledge

**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:

None to the vendors knowledge

**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):

Other than information attached hereto, not applicable.

**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.

Not Applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

### 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.)*

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



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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**

Page 1 of 1

VOLUME 11683 FOLIO 296

Security no : 124132158881V  
Produced 13/02/2026 06:18 PM

**LAND DESCRIPTION**

Lot 143 on Plan of Subdivision 738253E.  
PARENT TITLE Volume 09497 Folio 457  
Created by instrument PS738253E 16/06/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
BEN FRANCIS RIMINGTON  
NATALIE MAREE RIMINGTON both of 9 GENESIS DRIVE EPPING VIC 3076  
AM897695C 29/06/2016

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY741035R 20/12/2024  
COMMONWEALTH BANK OF AUSTRALIA  
  
COVENANT PS738253E 16/06/2016

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 PS738253E 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: 43 MACKENZIE DRIVE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 20/12/2024

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS738253E</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>13/02/2026 18:18</b>

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The document is invalid if this cover sheet is removed or altered.

<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 2</h2>	<h1>PS738253E</h1>
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<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> WOLLERT</p> <p><b>TOWNSHIP:</b> —</p> <p><b>SECTION:</b> 13</p> <p><b>CROWN ALLOTMENT:</b> 1 (PART)</p> <p><b>CROWN PORTION:</b> —</p> <p><b>TITLE REFERENCE:</b> VOL.9497 FOL.457</p> <p><b>LAST PLAN REFERENCE:</b> LP141634 (LOT 1)</p> <p><b>POSTAL ADDRESS:</b> 195 CRAIGIEBURN ROAD (at time of subdivision) WOLLERT 3750</p> <p><b>MGA CO-ORDINATES:</b> E: 324 520 ZONE: 55 (of approx centre of land in plan) N: 5835 530 GDA 94</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 608972 Planning Permit Reference: 715268 SPEAR Reference Number: S069733S</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 16/11/2015</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 25/05/2016)</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 27/04/2016</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> <tr> <td>RESERVE No.2</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.3</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> </tbody> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	WHITTLESEA CITY COUNCIL	RESERVE No.1	AUSNET ELECTRICITY SERVICES PTY LTD	RESERVE No.2	WHITTLESEA CITY COUNCIL	RESERVE No.3	WHITTLESEA CITY COUNCIL	<p>LOTS 1-100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTIONS AFFECTING LOTS 101 TO 144 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTIONS ON SHEETS 5 TO 7.</p> <p>AN APPURTENANT CARRIAGEWAY EASEMENT IN FAVOUR OF THE LAND HEREIN HAS BEEN CREATED VIDE PS738266U.</p>
IDENTIFIER	COUNCIL/BODY/PERSON										
ROAD R1	WHITTLESEA CITY COUNCIL										
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RESERVE No.2	WHITTLESEA CITY COUNCIL										
RESERVE No.3	WHITTLESEA CITY COUNCIL										

NOTATIONS
<p><b>DEPTH LIMITATION: 15.24m APPLIES</b></p> <p>This is a SPEAR plan.</p> <p><b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 715268</p> <p><b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 21, 38, 40, 48, 527, 588 In Proclaimed Survey Area No. —</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <p>Estate: Aurora Phase No.: 1 No. of Lots: 45 + Lots A &amp; B PHASE AREA: 2.935ha</p> </div>

**EASEMENT INFORMATION**

**LEGEND:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-6 E-2	DRAINAGE & SEWERAGE TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	10.06 SEE DIAG.	LP141634 THIS PLAN	LOTS ON LP141634 LOTS ON THIS PLAN
E-3, E-5, E-6 E-4, E-5	SEWERAGE DRAINAGE	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION WHITTLESEA CITY COUNCIL

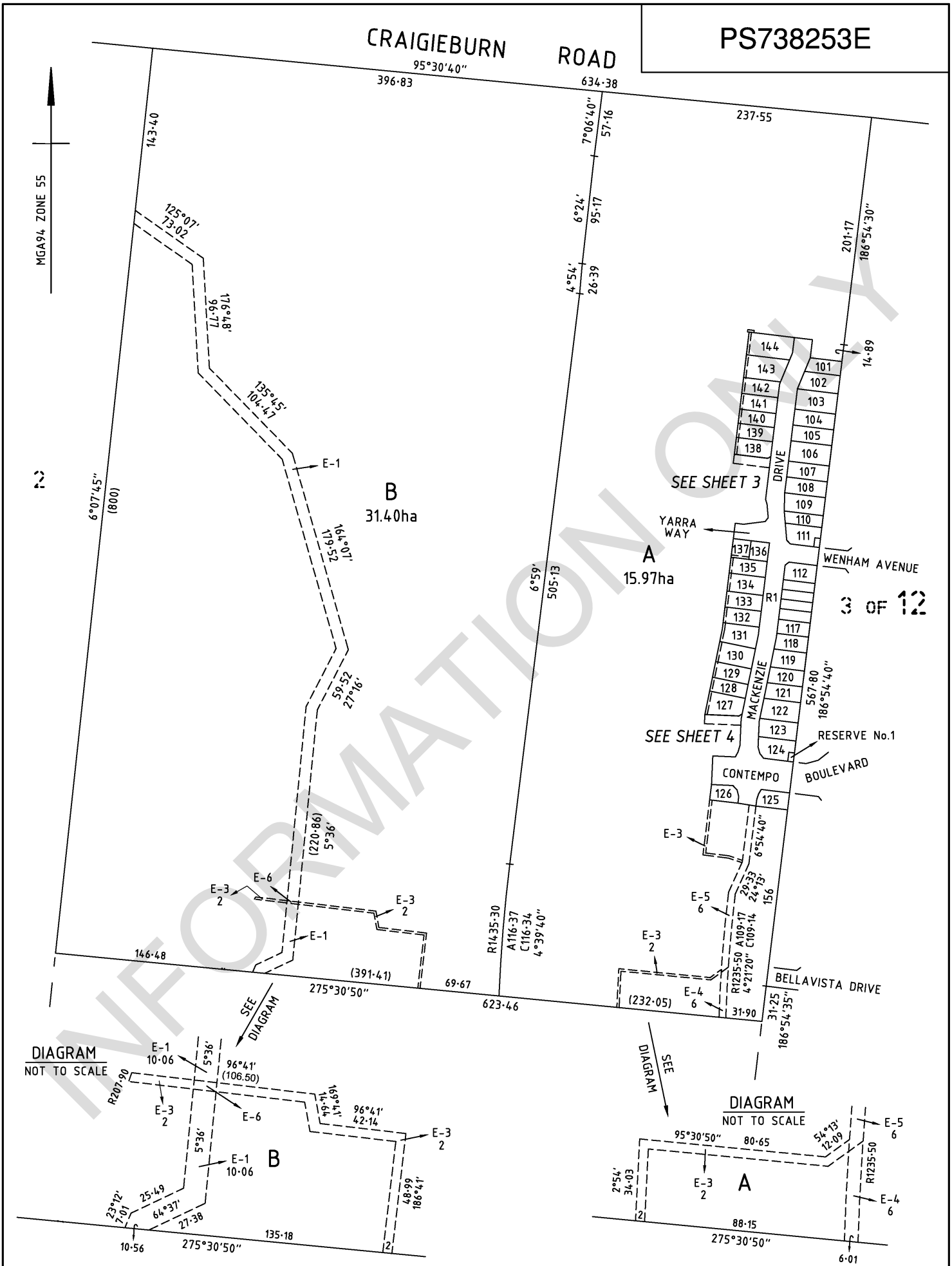
<p><b>Beveridge Williams</b> development &amp; environment consultants Melbourne ph : 03 95248888 www.beveridgewilliams.com.au</p>	<p><b>SURVEYORS FILE REF:</b> 1300940/1 1300940-01-PS-V12-LR.DWG</p>	<p><b>ORIGINAL SHEET SIZE:</b> A3</p>	<p>SHEET 1 OF 7</p>
	<p>Digitally signed by: Sean Adrian O'Connor (Beveridge Williams &amp; Co Pty Ltd - Malvern), Surveyor's Plan Version (12), 14/04/2016 Amended: 16/06/2016</p>		<p>PLAN REGISTERED TIME: 3.04 PM DATE: 16 / 6 / 16 D. Rotteveel Assistant Registrar of Titles</p>

# CRAIGIEBURN ROAD

## PS738253E

MGA94, ZONE 55

2



3 OF 12

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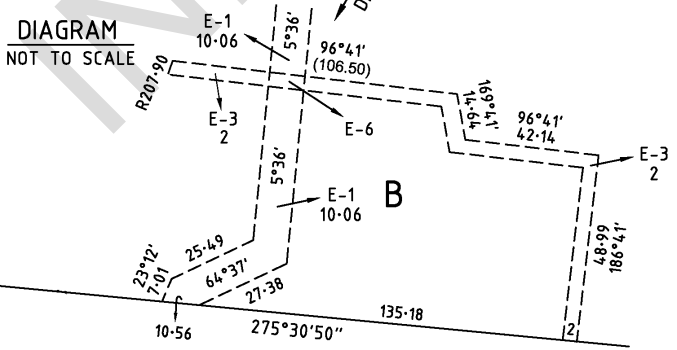
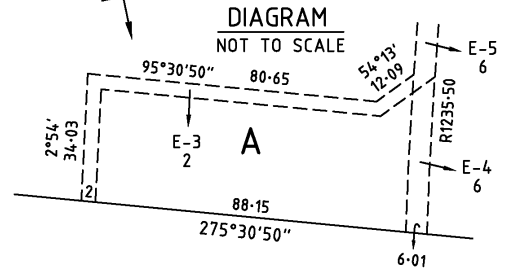


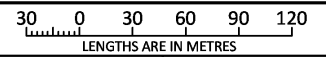
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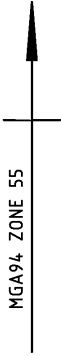
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SHEET 2

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PS738253E



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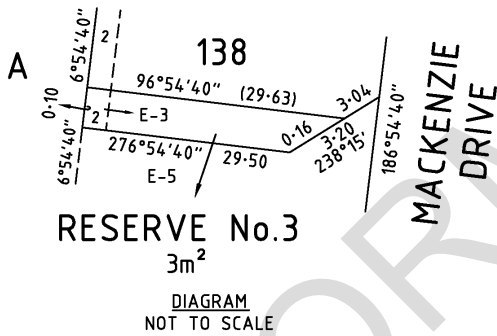
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RESERVE  
No.3  
SEE  
DIAGRAM

DRIVE

MACKENZIE  
DRIVE

WENHAM  
AVENUE



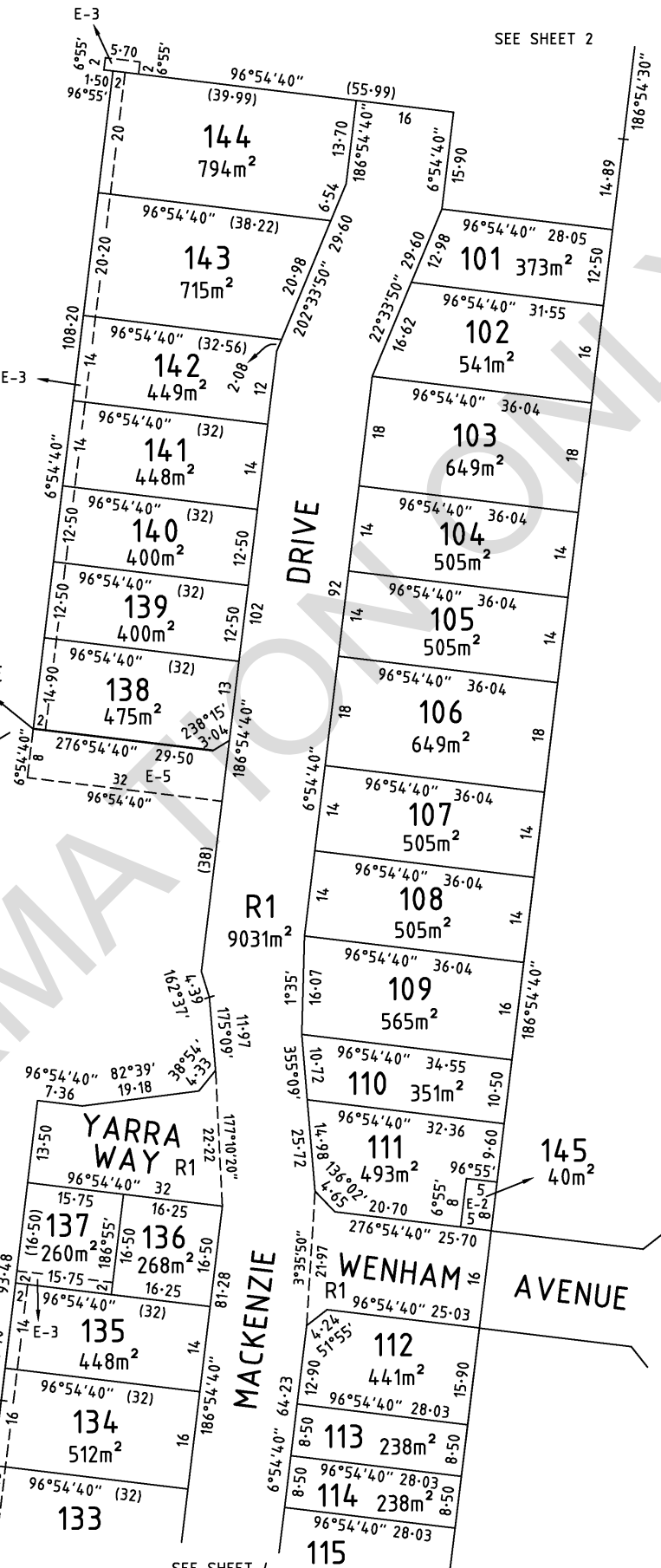
MACKENZIE  
DRIVE

R1  
9031m<sup>2</sup>

MACKENZIE  
DRIVE

MACKENZIE  
DRIVE

SEE SHEET 4



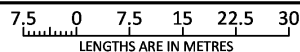
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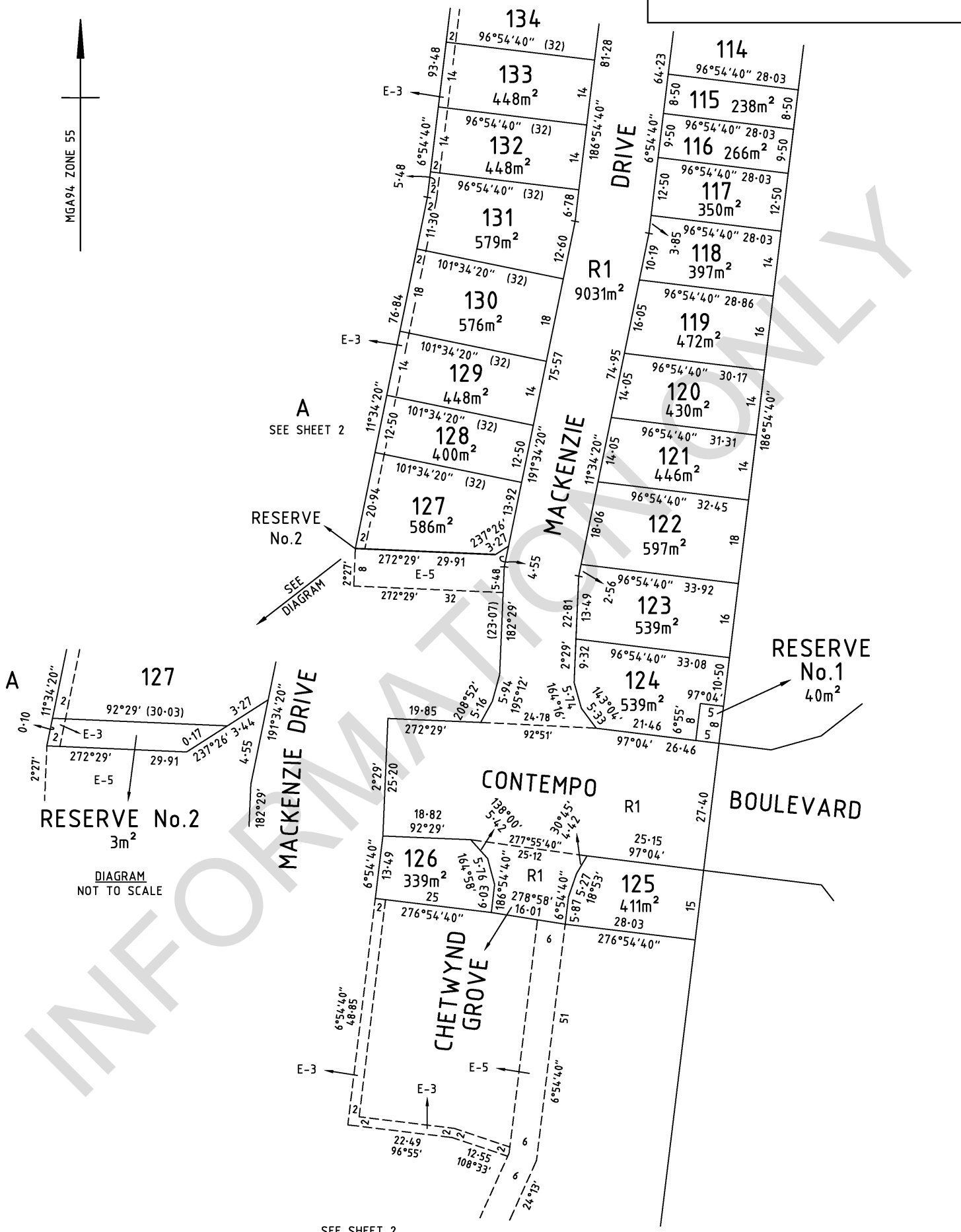
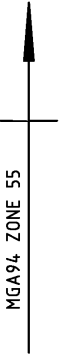
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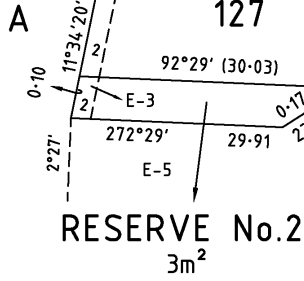


A SEE SHEET 2

RESERVE No.2

SEE DIAGRAM

RESERVE No.1  
40m<sup>2</sup>



SEE SHEET 2



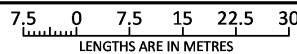
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Whittlesea City Council,  
27/04/2016,  
SPEAR Ref: S069733S

PS738253E

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION 'A'**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

**LAND TO BENEFIT & TO BE BURDENED:**

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE FOLLOWING TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102	116	115, 117	131	130, 132
102	101, 103	117	116, 118	132	131, 133
103	102, 104	118	117, 119	133	132, 134
104	103, 105	119	118, 120	134	133, 135
105	104, 106	120	119, 121	135	134, 136, 137
106	105, 107	121	120, 122	136	135, 137
107	106, 108	122	121, 123	137	135, 136
108	107, 109	123	122, 124	138	139
109	108, 110	124	123	139	138, 140
110	109, 111	125	126	140	139, 141
111	110	126	125	141	140, 142
112	113	127	128	142	141, 143
113	112, 114	128	127, 129	143	142, 144
114	113, 115	129	128, 130	144	143
115	114, 116	130	129, 131		

**DESCRIPTION OF RESTRICTION:**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED AND SITED IN ACCORDANCE WITH THE MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA2811.

**EXPIRY:**

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) TEN YEARS FROM THE DATE OF REGISTRATION OF THIS PLAN.



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

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14/04/2016 Amended: 16/06/2016

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SIZE: A3

SHEET 5

Digitally signed by:  
Whittlesea City Council,  
27/04/2016,  
SPEAR Ref: S069733S

PS738253E

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

### LAND TO BENEFIT & TO BE BURDENED:

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE FOLLOWING TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102	116	115, 117	131	130, 132
102	101, 103	117	116, 118	132	131, 133
103	102, 104	118	117, 119	133	132, 134
104	103, 105	119	118, 120	134	133, 135
105	104, 106	120	119, 121	135	134, 136, 137
106	105, 107	121	120, 122	136	135, 137
107	106, 108	122	121, 123	137	135, 136
108	107, 109	123	122, 124	138	139
109	108, 110	124	123	139	138, 140
110	109, 111	125	126	140	139, 141
111	110	126	125	141	140, 142
112	113	127	128	142	141, 143
113	112, 114	128	127, 129	143	142, 144
114	113, 115	129	128, 130	144	143
115	114, 116	130	129, 131		

### DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

- BUILD MORE THAN ONE DWELLING ON THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE COMMUNITIES (AUSTRALIA) LIMITED ACN 000 966 085 ("LEND LEASE").
- SUBDIVIDE THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
- BUILD OR CAUSE TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT OR CAUSE TO BE CARRIED OUT ANY BUILDING, CONSTRUCTION OR LANDSCAPE WORKS ON THE BURDENED LOT UNLESS THE PLANS FOR THE BUILDING OR OTHER IMPROVEMENTS (INCLUDING LANDSCAPE WORKS) AND A SCHEDULE OF COLOURS AND MATERIALS HAVE BEEN APPROVED BY THE DESIGN ASSESSMENT PANEL (BEING LEND LEASE OR THE PERSON, ENTITY OR GROUP WHO ARE FROM TIME TO TIME NOMINATED BY LEND LEASE TO ACT AS THE DESIGN ASSESSMENT PANEL) AND COMPLY WITH THE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME. A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at <http://www.auroravic.com.au>
- CARRY OUT ANY SITEWORKS, EXCAVATION, FILLING OR CONSTRUCT ANY FENCING OR RETAINING WALLS ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
- DELAY OR PERMIT TO BE DELAYED THE COMMENCEMENT OR COMPLETION OF ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE IN ACCORDANCE WITH THE TIMEFRAMES STIPULATED IN THE DESIGN GUIDELINES.
- VARY OR ALLOW ANY VARIATION TO ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE.
- ERECT, DISPLAY OR EXHIBIT OR ALLOW TO BE ERECTED, DISPLAYED OR EXHIBITED OR TO REMAIN ERECTED, DISPLAYED OR EXHIBITED ANY ADVERTISING SIGNAGE ADVERTISING THE LOT FOR SALE WITHOUT THE WRITTEN CONSENT OF LEND LEASE.
- CONSTRUCT OR PERMIT ANY CONSTRUCTION WORKS ON THE BURDENED LOT WITHOUT ENSURING THAT ALL EXISTING TREES AND VEGETATION ON THE LAND AREA PRESERVED WHERE POSSIBLE, INCLUDING WITHOUT LIMITATION, NOT LAYING ANY TRENCHING IN THE ROOT ZONES OR BENEATH TREE CANOPIES.
- LAY ANY ROUTES FOR SERVICES SO AS TO DISTURB ANY TREE LOCATED WITHIN THE BURDENED LOT.

### EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- TEN YEARS FROM THE DATE OF REGISTRATION OF THIS PLAN.



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

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

SURVEYORS REF  
1300940/1

Digitally signed by: Sean Adrian O'Connor (Beveridge Williams & Co Pty Ltd - Malvern),  
Surveyor's Plan Version (12),  
14/04/2016 Amended: 16/06/2016

ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by:  
Whittlesea City Council,  
27/04/2016,  
SPEAR Ref: S069733S

PS738253E

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION 'C'**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: RESERVE No.1, RESERVE No.2, RESERVE No.3 & LOT 145

LAND TO BE BURDENED: LOT 111, LOT 124, LOT 127 & LOT 138

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT:

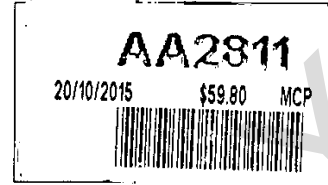
- (i) REMOVE OR IN ANY WAY DAMAGE ANY PART OF THE FENCE ABUTTING OPEN SPACE, TREE RESERVES OR UTILITY RESERVES WHICH HAS BEEN BUILT OR INSTALLED WITHIN THE BURDENED LAND;
- (ii) ALLOW ANY SUCH FENCE TO FALL INTO A STATE OF NEGLECT OR DISREPAIR AT ANY TIME (EXCLUDING THE REMOVAL OF GRAFFITI OR WHERE DAMAGE TO THE FENCE IS CAUSED BY THE COUNCIL OR ITS REPRESENTATIVES).

INFORMATION ONLY



# Memorandum of Common Provisions

## Section 91A Transfer of Land Act 1958



Lodged by

Name: Maddocks

Phone: 03 9258 3555

Address: Level 6, 140 William Street, Melbourne Vic 3000

Reference: DMH:SQC:6555718.007 (Stage 1)

Customer Code: 1167E

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

### Provisions

ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 2 TO 16 (INCLUSIVE).

30800812A

**MCP**

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.

Page 1 of 1

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

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



**GENERAL**

- A This MCP has been prepared by Lend Lease in order to regulate the siting, form and design of residential development in accordance with the Endorsed Building Envelope Plan, so as to create a high level of amenity for occupiers of Lots within the Plan of Subdivision.
- B The provisions of this MCP are incorporated into one or more restrictions created by the Plan of Subdivision.
- C This MCP, which includes the Endorsed Building Envelope Plan, provides siting details for a particular Lot.
- D This MCP imposes restrictions on the design and siting of Buildings, which in some cases may be different to those of the Building Regulations and Planning Scheme.
- E Where the siting restrictions in this MCP are contrary to Regulations 409, 410, 411, 412, 414, 415, 416, 417, 419, 420 and 421 of the Building Regulations, no consent and report of the relevant council is required, as this MCP has been prepared with regard to Regulation 406 of the Building Regulations.
- F The restriction created by the Plan of Subdivision does not exempt a Lot which has an Edge Boundary from the need for report and consent in relation to Regulations 414, 415 and 416 to the extent that they relate to that Edge Boundary.
- G Some of the matters addressed in this MCP may not be covered by the Building Regulations.

**1 DEFINITIONS**

In this MCP:

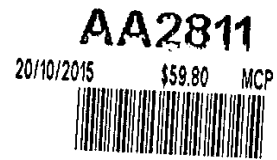
- 1.1 **“Endorsed Building Envelope Plan”** means the plan attached as Annexure A to this MCP and which forms part of this MCP and which specifies the building Setbacks that apply to each specific Lot to which this MCP applies (being Lots 101 to 144 inclusive). This may also specify other siting related matters for a particular Lot. In respect of a Building that does not require a Planning Permit, this MCP and the Endorsed Building Envelope Plan comprise an approved building envelope in terms of Regulations 402 and 406 of the Building Regulations.
- 1.2 **“Building”** has the same meaning as in the Building Act.
- 1.3 **“Building Act”** means the *Building Act 1993* as amended from time to time.
- 1.4 **“Building Permit”** means a building permit in terms of the Building Act.
- 1.5 **“Building Regulations”** means the *Building Regulations 2006* as amended from time to time.
- 1.6 **“Build to Boundary”** means a requirement indicated on the Endorsed Building Envelope Plan whereby a Building may be built abutting a side boundary, which has a build to boundary line marked on the Endorsed Building Envelope Plan.
- 1.7 **“Clear to the Sky”** has the same meaning as that in the Building Regulations.

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- 1.8 **“Control”** includes a restriction in terms of the *Subdivision Act 1988*, an agreement under section 173 of the Planning Act, a Planning Permit, an Act or an order of a Court or tribunal, which relates to the siting of a Building.
  - 1.9 **“Edge Boundary”** means the boundary or part of a boundary of a Lot that abuts a lot which is not shown on the Plan of Subdivision.
  - 1.10 **“Finished Surface Level”** means the finished surface level of the ground at the time of registration of the Plan of Subdivision.
  - 1.11 **“Front Street”** means the street or road which forms the frontage to the Lot concerned. Where there is more than one road which adjoins a Lot, or where it may otherwise be unclear, the Front Street will be the one with the greatest Setback dimension from the Lot boundary as shown on the Endorsed Building Envelope Plan or as agreed in writing by Lend Lease.
  - 1.12 **“Habitable Room”** has the same meaning as in the Building Code of Australia.
  - 1.13 **“Height”** has the same meaning as that in the Building Regulations.
  - 1.14 **“Lend Lease”** means Lend Lease Communities (Australia) Ltd ACN 000 996 085.
  - 1.15 **“Lot”** means a lot on the Plan of Subdivision.
  - 1.16 **“MCP”** means this memorandum of common provisions.
  - 1.17 **“Plan of Subdivision”** means plan of subdivision PS738253E and which incorporates this MCP.
  - 1.18 **“Planning Act”** means the *Planning and Environment Act 1987* as amended from time to time.
  - 1.19 **“Planning Permit”** means a permit issued under the Planning Act.
  - 1.20 **“Planning Scheme”** means the Whittlesea Planning Scheme.
  - 1.21 **“Private Open Space”** has the same meaning as that in the Building Regulations.
  - 1.22 **“Regulation”** means a regulation of the Building Regulations.
  - 1.23 **“Setback”** means the shortest horizontal distance from a particular boundary or Building to another boundary or Building.
  - 1.24 **“Side Street”** means a laneway, street or road which abuts a Lot other than a Front Street.
  - 1.25 **“Site Coverage”** has the same meaning as that in the Building Regulations.



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## 2 EXEMPTION FROM THE NEED FOR REPORT AND CONSENT

### 2.1 General

In respect of a Building that does not require a Planning Permit, the restriction described under "**CREATION OF RESTRICTION A**" in the Plan of Subdivision exempts a proposed dwelling design which complies with this MCP from requiring the consent and report of the relevant council with regard to a design which does not comply with the Building Regulations in respect of the following:

- 2.1.1 minimum street setbacks (Regulation 409);
- 2.1.2 building height (Regulation 410);
- 2.1.3 site coverage (Regulation 411);
- 2.1.4 permeability (Regulation 412);
- 2.1.5 side and rear setbacks (Regulation 414);
- 2.1.6 walls on boundaries (Regulation 415);
- 2.1.7 daylight to existing habitable room windows (Regulation 416);
- 2.1.8 solar access to existing north-facing windows (Regulation 417);
- 2.1.9 overlooking (Regulation 419);
- 2.1.10 daylight to habitable room windows (Regulation 420); and
- 2.1.11 private open space (Regulation 421).

### 2.2 Minimum Street Setback (Regulation 409 and Clause 54.03-1)

2.2.1 No Building shall be sited on a Lot so that it has a Setback from the Front Street, which is less than the minimum Setback indicated on the Endorsed Building Envelope Plan.

2.2.2 Other than on Lots marked with the symbol ●, the following may encroach into the Setback distance indicated on the Endorsed Building Envelope Plan by not more than 2 metres for Front Streets and 0.5 metre for Side Streets:

- (a) eaves, fascia and gutters, awnings, window hoods/canopies, sun blinds, shade sails and bay windows; and
- (b) porches, verandahs, balconies, pergolas and porticos that have a maximum average Height of less than 9 metres above the Finished Surface Level.

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2.2.3 On Lots marked with the symbol ●, the following may encroach into the Setback distance indicated on the Endorsed Building Envelope Plan by not more than 1 metre for Front Streets and 0.5 metre for Side Streets:

- (a) verandahs, pergolas, balconies and porches that have a maximum average Height of less than 12 metres above the Finished Surface Level [eave portion of roof (if provided) is not required to be calculated in regard to permissible encroachment of Setback];
- (b) a screening device which prevents direct overlooking;
- (c) eaves, fascia and gutters; and
- (d) window hoods/canopies, sun blinds, shade sails and bay windows.

2.2.4 On Lots with more than one street frontage, the Building must be set back a minimum of 1 metre from the secondary street frontage, unless otherwise indicated on the Endorsed Building Envelope Plan.

2.2.5 A garage accessed from the Front Street must not be constructed

- (a) less than 5 metres from the Front Street Lot boundary on a Lot greater than or equal to 300sqm;
- (b) between 2.2 and 5 metres from the Front Street Lot boundary on a Lot less than 300 square metres.

## 2.3 Building Height (Regulation 410)

2.3.1 Other than on Lots marked with the symbol ● and subject to clause 2.6 of this MCP, the maximum Height of a Building or a component of a Building on a Lot must not exceed:

- (a) 10 metres if the change in level of the Finished Floor Level at any cross section of the site of the Building that is wider than 8 metres is 1.2 metres or more; and
- (b) 9 metres in any other case.

2.3.2 On lots marked with the symbol ●, the maximum Height of a Building on a Lot must not exceed 12 metres to encourage a variety of roof forms.

## 2.4 Site Coverage (Regulation 411)

2.4.1 For Lots equal to or greater than 300 square metres, a Building on a Lot must not occupy more than 70% of the area of that Lot.

2.4.2 For Lots 200 square metres to 299 square metres, a Building on a Lot must not occupy more than 80% of the area of that Lot.

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2.4.3 For lots 199 square metres or less, a Building on a Lot must not occupy more than 90% of the area of that Lot.

**2.5 Permeability (Regulation 412)**

2.5.1 For Lots equal to and greater than 200 square metres, not more than 85% of the area of the Lot on which a Building is to be built may be covered by impermeable surfaces.

2.5.2 For Lots 199 square metres or less, not more than 95% of the area of the Lot on which a Building is to be built may be covered by impermeable surfaces.

**2.6 Side and Rear Setbacks (Regulation 414)**

Clauses 2.6.1, 2.6.2, 2.6.3 and 2.6.4 apply to all Lots other than Lots marked with the symbol ● on the Endorsed Building Envelope Plan.

2.6.1 Unless Clause 2.6.2 of this MCP applies, a Building wall of Height between 3.6 and 7 metres must be set back no less than 1.5 metres from a side boundary or a rear boundary unless shown otherwise on the Endorsed Building Envelope Plan.

2.6.2 A Building wall must not have a Setback of less than 1 metre from a side boundary or a rear boundary unless that boundary is indicated with a Build to Boundary line in the Endorsed Building Envelope Plan, in which case for that boundary the Building wall must not be built with a Setback between 0.2 metres and less than 1 metre.

2.6.3 The following may encroach into the side and rear Setback distances as indicated on the Endorsed Building Envelope Plan by not more than 500mm:

- (a) porches, balconies and verandahs (not including eaves if provided in accordance with Clause 2.2.3);
- (b) masonry chimneys;
- (c) sunblinds;
- (d) screens, but only to the extent needed to protect a neighbouring property from a direct view;
- (e) flues and pipes;
- (f) domestic fuel tanks and water tanks; and
- (g) heating and cooling equipment and other services.

2.6.4 The following may encroach into the side and rear Setback distances as indicated on the Endorsed Building Envelope Plan:

- (a) landings with an area of not more than 2 square metres and less than 1 metre in Height above Finished Surface Level;

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- 
- (b) unroofed stairways and ramps;
  - (c) pergolas;
  - (d) shade sails;
  - (e) eaves, fascia, gutters not more than 650mm in total width;
  - (f) an outbuilding of 10sqm or less in area and not more than 3 metres in Height; and
  - (g) carports, walls and Buildings within the Build to Boundary zone.

Clauses 2.6.5, 2.6.6 and 2.6.7 apply only to Lots marked with the symbol ● on the Endorsed Building Envelope Plan.

2.6.5 A Building wall of up to 10.5 metres in Height must have a Setback from a side boundary of between 0 metre and 0.2 metre.

2.6.6 A Building wall of up to 10.5 metres in Height must have a Setback to a rear boundary that abuts a laneway as indicated on the Endorsed Building Envelope Plan.

Notwithstanding the above provision, a Building wall built on a side boundary may be up to 12 metres in Height only where this wall forms a part of the overall pitched or skillion roof form.

2.6.7 The following may encroach into the side and rear Setback distances as indicated on the Endorsed Building Envelope Plan by not more than 500mm:

- (a) porches, balconies, verandahs and pergolas on any given floor;
- (b) masonry chimneys;
- (c) sunblinds;
- (d) screens, but only to the extent needed to protect a neighbouring property from a direct view;
- (e) flues and pipes;
- (f) domestic fuel tanks and water tanks;
- (g) heating and cooling equipment and other services;
- (h) landings with an area of not more than 2 square metres and less than 1 metre in Height above Finished Surface Level;
- (i) unroofed stairways and ramps;
- (j) shade sails; and

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- (k) carports, walls and Buildings within the Build to Boundary zone.

Notwithstanding the above, eaves, fascias and gutters may encroach into the side and rear Setback distances as indicated on the Endorsed Building Envelope Plan by not more than 600mm in total width.

## 2.7 Walls on Boundaries (Regulation 415)

Clauses 2.7.1, 2.7.2 and 2.7.3 regulate the Height of a wall on a boundary.

2.7.1 For lots equal to or greater than 300 square metres, the Height of a wall on or within 200mm of a side or rear boundary of a Lot or the Height of a carport constructed on or within 1 metre of a side or rear boundary of a Lot and which is open on the side facing the boundary or boundaries must not exceed:

- (a) an average height of 3.6 metres or a maximum Height of 3.6 metres above Finished Surface Level; or
- (b) an average Height of 4 metres above Finished Surface Level for Lots with significant fall as denoted on the relevant Endorsed Building Envelope Plan with the symbol "<+>".

2.7.2 For lots less than 300 square metres and other than on Lots marked ●, the Height of a wall on or within 200mm of a side or rear boundary of a Lot or the Height of a carport constructed on or within 1 metre of a side or rear boundary of a Lot and which is open on the side facing the boundary or boundaries must not exceed an average Height of 7 metres or a maximum Height of 7.5 metres above Finished Surface Level.

2.7.3 For lots less than 300 square metres and marked with the symbol ●, the Height of a wall on or within 200mm of a side or rear boundary of a Lot must not exceed a maximum Height of 10.5 metres above Finished Surface Level.

Clauses 2.7.4 and 2.7.5 regulate the length of a wall on a boundary.

2.7.4 Other than on Lots marked with the symbol ●, the length of a wall on or within 200mm of a side or rear boundary of a Lot, or the length of a carport constructed on or within 1 metre of a side or rear boundary of a Lot and which is open on the side facing the boundary or boundaries must not exceed:

- (a) 18 metres per boundary for a Building other than a garage or carport;
- (b) 7 metres per boundary for a garage or a carport; and
- (c) 20 metres per boundary for a combination of the Buildings described in clauses 2.7.4(a) or 2.7.4(b) of this MCP.

2.7.5 On Lots marked with the symbol ● the length of a wall on or within 200mm of a side or rear boundary of a Lot or the length of a carport constructed on or within 1 metre

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of a side or rear boundary of a Lot and which is open on the side facing the boundary or boundaries must not exceed:

- (a) 20 metres per boundary for a Building other than a garage or a carport;
- (b) 9 metres per boundary for a garage or a carport; and
- (c) 22 metres per boundary for a combination of the Buildings described in clauses 2.7.5(a) or 2.7.5(b) of this MCP.

However, in the case of a retaining wall built on any Lot which has a boundary indicated with a Build to Boundary line in the Endorsed Building Envelope Plan, the Building wall may be built on or within 350mm of a side or rear boundary. The length and Height of the retaining wall shall be as set out in the Endorsed Building Envelope Plan, or otherwise as appropriate or necessary having regard to site conditions.

#### **2.8 Daylight to Existing Habitable Room Windows (Regulation 416)**

A Building must be set back from a Habitable Room window in an existing dwelling on an adjoining lot to provide for a light court to the window that has a minimum area of 3 square metres and a minimum dimension of 1 metre Clear to the Sky. The 1 metre Clear to the Sky distance can be achieved by including land on the adjoining lot and is to be measured from fascia to fascia.

#### **2.9 Solar Access to Existing North-Facing Windows (Regulation 417)**

A Building must be set back from a north-facing Habitable Room window of an existing dwelling on an adjoining lot to provide for a light court to the window that has a minimum area of 3 square metres and a minimum dimension of 1 metre Clear to the Sky. The 1 metre Clear to the Sky distance can be achieved by including land on the adjoining lot and is to be measured from fascia to fascia.

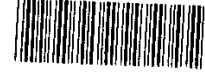
#### **2.10 Overlooking (Regulation 419)**

2.10.1 Other than on Lots marked with the symbol ●, a Habitable Room window of a proposed new Building must not provide a direct line of sight into a Private Open Space area or a Habitable Room window of a dwelling on an adjoining lot. The direct line of sight is any line measured from a Height of 1.7 metres above floor level of the Habitable Room and contained within the space enclosed by:

- (a) a vertical plan measured at an angle of 20 degrees from each side of the window; and
- (b) a horizontal plane 1.7 metres above the floor level of the Habitable Room;
- (c) the ground level below; and
- (d) a horizontal distance of 6 metres from the window.

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2.10.2 On Lots marked with the symbol ●, a Habitable Room window of a proposed new Building must not provide a direct line of sight into a Private Open Space area of a Habitable Room window of a dwelling on an adjoining lot. The direct line of sight is any line measured from a Height of 1.7 metres above floor level for a distance of less than 6 metres within:

- (a) A vertical plane within an angle of 20 degrees from a vertical plan perpendicular from the window; and
- (b) A horizontal plane 1.7 metres above the floor level of the Habitable Room and a horizontal plane at ground level.

2.10.3 In the case of a direct line of sight from a raised open space, the line of sight is any line measured from a Height of 1.7 metres above the floor level and along the perimeter of the raised open space to any point within a horizontal distance of 6 metres from the raised open space and extending 20 degrees beyond any point where the perimeter of the raised open space meets a wall of a Building.

**2.11 Daylight to Habitable Room Windows (Regulation 420)**

A Habitable Room window of a Building on a Lot must face:

- 2.11.1 an outdoor space or light court with a minimum area of 3 square metres and a minimum dimension of 1 metre Clear to the Sky. The 1 metre Clear to the Sky distance can be achieved by including land on the adjoining lot and may be measured from fascia to fascia of an adjoining Building;
- 2.11.2 a verandah on the Lot if it is open for at least one third of its perimeter; or
- 2.11.3 a carport on the Lot if it has two or more sides open and it is open for at least one third of its perimeter.

**2.12 Private Open Space (Regulation 421)**

2.12.1 For lots equal to or greater than 300 square metres, a Building on a Lot must have Private Open Space:

- (a) not less than 10% of the area of the Lot;
- (b) that is at least 25 square metres with a minimum dimension of 3 metres; and
- (c) has convenient access from a Habitable Room (other than a bedroom).

2.12.2 For Lots 200 square metres to 299 square metres, a Building on a Lot must have Private Open Space:

- (a) of not less than 10% of the area of the Lot;

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(b) that is at least 20 square metres with a minimum dimension of 3 metres (this may be in the form of a rooftop terrace or balcony that is at least 6 square metres with a minimum dimension of 2 metres); and

(c) has convenient access from a Habitable Room (other than a bedroom).

2.12.3 For Lots less than 200 square metres, a Building on a Lot must have Private Open Space:

(a) of not less than 10% of the area of the Lot;

(b) that is at least 15 square metres in total area, of which a minimum 12 square metres must have dimensions of 3 metres (this may be in the form of a rooftop terrace or balcony that is at least 5 square metres with a minimum dimension of 2 metres); and

(c) has convenient access from a Habitable Room (other than a bedroom).

**2.13 Design Detail (Clause 54.06-1)**

2.13.1 Corner Lots

A Building on a corner Lot must be designed to address (at each level) both the front and side street or public open space.

The materials and colours of the façade facing the side street must complement the front façade materials and colours.

Where a wall to the second storey of a Building faces a side street or public open space, a minimum of one of the following design articulation elements must be provided:

- an additional setback of the second storey of at least 0.9 metres; or
- a portion of wall to the ground, upper or combination of floors to incorporate a minimum 350mm setback or projection for a length of at least 30% of the side wall; or
- contrasting material finish to the upper storey for a length of at least 50% of the wall and the addition of architectural detail such as a series of feature blade elements or similar that project at least 350mm off the side wall; or
- a balcony element on the second storey of the visible side wall.

In addition to the above, the façade of a Building facing a side street or public open space must contain a minimum of 20% glazing to the upper storey side wall. Blank walls facing a side street are prohibited.

2.13.2 Garages

A single storey Building on a Lot with a width of 10 metres or less at the Lot frontage must not contain any garage other than a single garage where access is proposed from the Lot frontage.

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A Building of two or more storeys on a Lot with a width of 10 metres or less at the Lot frontage must not contain any garage with an opening greater than 40% of the area of the front façade of that Building:

- The area of the front façade of the Building is measured from a two-dimensional elevation plan and excludes any area of the roof of the Building unless the roof forms part of the front wall interface such as with skillion or gable roof forms.
- In addition, to provide some additional design articulation, the design must incorporate material variation as well as a projection or overhang to the upper floor structure or balcony element that is at least 300mm forward of the garage front wall. A balcony element must have a minimum width of 35% of the Lot frontage.
- A defined sense of entry must also be provided to all homes.
- A Building on a Lot must share a double crossover with the adjacent Lot.
- A minimum of 40% of the upper floor façade must include glazing.

### 3 SITING OF A BUILDING

A Building (other than a boundary fence) on any Lot with a Height above the Finished Surface Level of greater than 1.8 metres and for which the construction requires a Building Permit must be sited within and in accordance with the Endorsed Building Envelope Plan. The siting of a Building within the Endorsed Building Envelope Plan may be subject to any further restriction or modification imposed by this MCP or any other applicable Control.

### 4 VARIATION TO SITING OF BUILDING

- 4.1 Notwithstanding anything to the contrary contained in this MCP, Lend Lease may in its absolute discretion authorise in writing the siting of a Building which does not comply with the restriction created by the Plan of Subdivision, provided that such siting complies with:
- 4.1.1 the requirements of the Building Regulations including being subject to the report and consent of the relevant reporting authority in terms of the Building Regulations.
- 4.2 Approval by Lend Lease pursuant to this clause will only be provided in circumstances where Lend Lease in its absolute discretion considers that the siting is desirable, in terms of achieving a better planning outcome than may otherwise be achieved and will not result in any significant detriment to abutting owners or occupiers.

### 5 APPROVAL OF HOUSE DESIGN

- 5.1 A two-storey dwelling must be constructed upon any Lot that is identified on the Endorsed Building Envelope Plan as being a Lot upon which a two-storey residence is required, unless Lend Lease, in its absolute discretion, approves in writing otherwise.
- 5.2 The design and siting of a Building on any Lot and the change to any existing Building on any Lot (where such change requires a Building Permit) must be in accordance with the design guidelines applicable to the Lot and must be approved in writing by Lend Lease prior to any formal application for a Building Permit.

**AA2811**

20/10/2015 \$59.80 MCP



- 
- 5.3 Two dwellings must be constructed upon any Lot that is identified on the Endorsed Building Envelope Plan as being a "Gallery (Multi-Dwelling)" Lot or a "Gallery (Single Storey Multi-Dwelling)" Lot unless Lend Lease, in its absolute discretion, agrees that such other number of dwellings may be constructed on that Lot.

**6 INTERPRETATION**

In this MCP, unless the contrary intention appears:

- 6.1 the singular includes the plural and vice versa;
- 6.2 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 6.3 words importing one gender include other genders;
- 6.4 other grammatical forms of defined words or expressions have corresponding meanings;
- 6.5 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them; and
- 6.6 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

**AA2811**

20/10/2015 \$59.90 MCP



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**ANNEXURE A**

**Endorsed Building Envelope Plan**

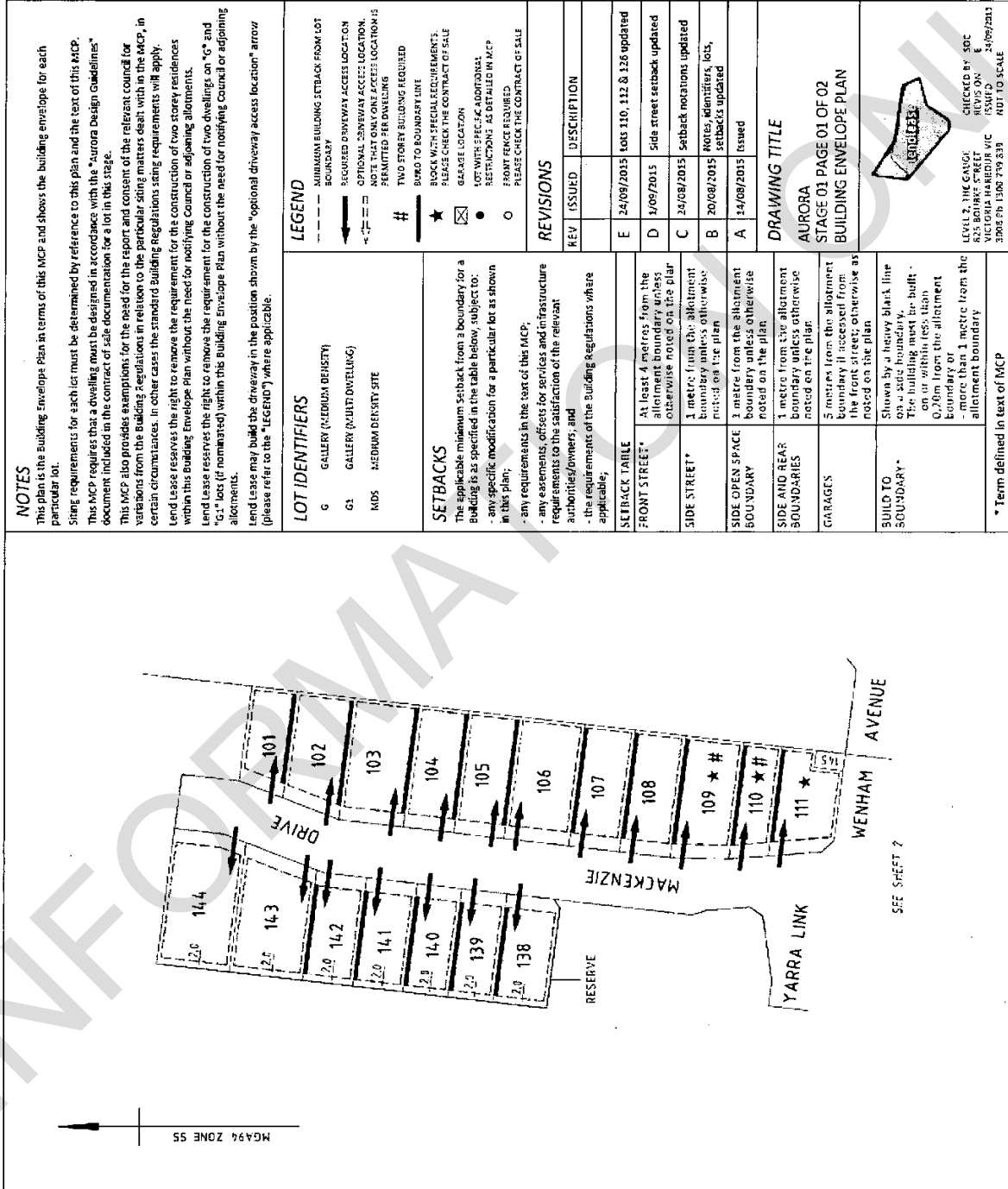
INFORMATION ONLY

AA2811

20/10/2015

\$59.80

MCP



**NOTES**  
This plan is the Building Envelope Plan in terms of this MCP and shows the building envelope for each particular lot.  
Siting requirements for each lot must be determined by reference to this plan and the text of this MCP.  
This MCP requires that a dwelling must be designed in accordance with the "Aurora Design Guidelines" document included in the contract of sale documentation for a lot in this stage.  
This MCP also provides exemptions for the need for the report and consent of the relevant council for variations from the building regulations in relation to the particular siting matters dealt with in the MCP, in certain circumstances. In other cases the standard building regulations siting requirements will apply.  
Tend lease reserves the right to remove the requirement for the construction of two storey residences within this Building Envelope Plan without the need for notifying Council or adjoining allotments.  
Tend lease reserves the right to remove the requirement for the construction of two dwellings on "G" and "C" lots (if nominated) within this Building Envelope Plan without the need for notifying Council or adjoining allotments.  
Tend lease may build the driveway in the position shown by the "optional driveway access location" arrow (please refer to the "LEGEND") where applicable.

**LOT IDENTIFIERS**

- G GALLERY (MEDIUM DENSITY)
- G1 GALLERY (MULTI DWELLING)
- MDS MEDIUM DENSITY SITE

**SETBACKS**

The applicable minimum setback from a boundary for a building is as specified in the table below, subject to:  
- any specific modification for a particular lot as shown in this plan;  
- any requirements in the text of this MCP;  
- any easements, offsets for services and infrastructure requirements to the satisfaction of the relevant authorities/owners, and  
- the requirements of the Building Regulations where applicable;

**LEGEND**

- MINIMUM BUILDING SETBACK FROM LOT BOUNDARY
- SECURED DRIVEWAY ACCESS LOCATION
- OPTIONAL DRIVEWAY ACCESS LOCATION
- OPTIONAL DRIVEWAY ACCESS LOCATION IS PERMITTED FOR DWELLING
- TWO STOREY BUILDING REQUIRED
- BOUNDARY
- BOUNDARY WITH SPECIAL REQUIREMENTS. PLEASE CHECK THE CONTRACT OF SALE
- GARAGE LOCATION
- LOT WITH SPECIFIC ADDITIONAL RESTRICTIONS AS DETAILLED IN MCP
- FRONT FENCE REQUIRED
- PLEASE CHECK THE CONTRACT OF SALE

**REVISIONS**

REV	ISSUED	DESCRIPTION
E	24/09/2015	lots 110, 112 & 126 updated
D	1/09/2015	Side street setback updated
C	24/08/2015	Setback notations updated
B	20/08/2015	Notes, identifiers, lots, setbacks updated
A	14/08/2015	Issued

**DRAWING TITLE**


AURORA  
STAGE 01 PAGE 01 OF 02  
BUILDING ENVELOPE PLAN

LEVEL 2, THE CANOPY  
825 BODRICK STREET  
VICTORIA HARBOR VIC  
3008 PH 1300 739 839  
NOT TO SCALE

QUICKED BY: SOC  
REVISED ON: 24/09/2015  
DRAWN BY: SOC

CAD FILE: 13064301-REV 01.DWG

\* Term defined in text of MCP

AA2811  
 20/10/2015 \$59.80 MCP  


**NOTES**

The plan is the Building Envelope Plan in terms of this MCP and shows the building envelope for each particular lot.

Setting requirements for each lot must be determined by reference to this plan and the text of this MCP. This MCP requires that a dwelling must be designed in accordance with the "Aurora Design Guidelines" document included in the contract of sale documentation for a lot in this stage.

This MCP also provides assumptions for the need for the report and consent of the relevant council for variations from the Building Regulations in relation to the particular stage matters dealt with in the MCP, in certain circumstances. In other cases the standard Building Regulations setting requirements will apply.

Land lease reserves: the right to remove the requirement for the construction of two storey residences within this Building Envelope Plan without the need for notifying Council or adjoining allotments.

Land lease reserves: the right to remove the requirement for the construction of two dwellings on "G" and "G1" lots (if nominated) within this Building Envelope Plan without the need for notifying Council or adjoining allotments.

Land lease may build the driveway in the position shown by the "optional driveway access location" arrow (please refer to the "LEGEND") where applicable.

**LOT IDENTIFIERS**

G GALLERY (MEDIUM DENSITY)  
 G1 GALLERY (MULTI DWELLING)  
 MDS MEDIUM DENSITY SITE

**SETBACKS**

The applicable minimum setback from a boundary for a building is as specified in the table below, subject to:

- any specific modification for a particular lot as shown in this plan;
- any requirements in the text of this MCP;
- any easements, offset for services and infrastructure requirements to the satisfaction of the relevant authorities/owners, and
- the requirements of the Building Regulations where applicable.

**LEGEND**

MINIMUM BUILDING SETBACK FROM LOT BOUNDARY  
 REGULATED DRIVEWAY ACCESS LOCATION  
 OPTIONAL DRIVEWAY ACCESS LOCATION  
 NOTE THAT ONLY ONE ACCESS LOCATION IS PERMITTED PER DWELLING  
 TWO STOREY BUILDING REQUIRED  
 BUILD TO BOUNDARY LINE  
 BLOCK WITH SPECIAL REQUIREMENTS. PLEASE CHECK THE CONTRACT OF SALE  
 GARAGE LOCATION  
 LOT WITH SPECIAL ADDITIONAL RESTRICTIONS AS DEPICTED IN MCP  
 FRONT FENCE REQUIRED  
 PLEASE CHECK THE CONTRACT OF SALE

**REVISIONS**

REV	ISSUED	DESCRIPTION
E	24/09/2015	lots 110, 112 & 126 updated
D	1/09/2015	Side street setback updated
C	24/08/2015	Setback notations updated
B	26/08/2015	Noise identifiers, lots, setbacks updated
A	14/08/2015	Issued

**DRAWING TITLE**

AURORA  
 STAGE 01 PAGE 02 OF 02  
 BUILDING ENVELOPE PLAN

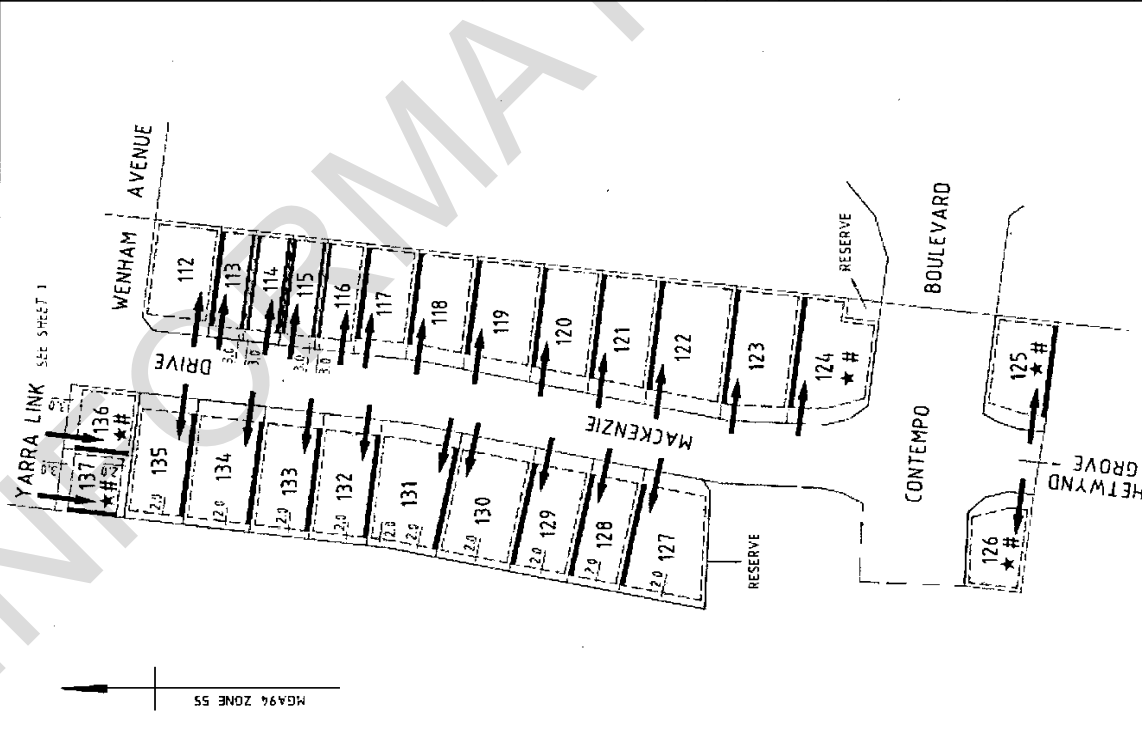
LEVEL 2, THE GAUGE  
 825 BOLTON STREET  
 VICTORIA HANBOUR VIC 3185  
 3185 PH: 1300 739 839  
 101 TO SCALE

CAD FILE: 130854001-02-REV 02.DWG

**SETBACK TABLE**

FRONT STREET*	≥ 4 metres from the allotment boundary unless otherwise noted on the plan.
SIDE STREET*	1 metre from the allotment boundary unless otherwise noted on the plan.
SIDE OPEN SPACE BOUNDARY	1 metre from the allotment boundary unless otherwise noted on the plan.
SIDE AND REAR BOUNDARIES	1 metre from the allotment boundary unless otherwise noted on the plan.
GARAGES	5 metres from the allotment boundary if accessed from the front street; otherwise as noted on the plan.
BUILD TO BOUNDARY*	Shown by a heavy black line on a side boundary. The building must be built on or within less than 0.20m from the allotment boundary of more than 1 metre from the allotment boundary.

\* Term defined in text of MCP



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1224742

## APPLICANT'S NAME & ADDRESS

**AXCENT CONVEYANCING SERVICES C/- TRICONVEY  
(RESELLER) C/- LANDATA**

**MELBOURNE**

## VENDOR

**RIMINGTON, BEN FRANCIS**

## PURCHASER

**NOT KNOWN, NOT KNOWN**

## REFERENCE

**363872**

This certificate is issued for:

LOT 143 PLAN PS738253 ALSO KNOWN AS 43 MACKENZIE DRIVE WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a **COMPREHENSIVE DEVELOPMENT ZONE 4**
- is within a **VEGETATION PROTECTION OVERLAY - SCHEDULE 2**
- and a **DEVELOPMENT PLAN OVERLAY - SCHEDULE 23**

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

13 February 2026

**Sonya Kilkenny**  
**Minister for Planning**

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

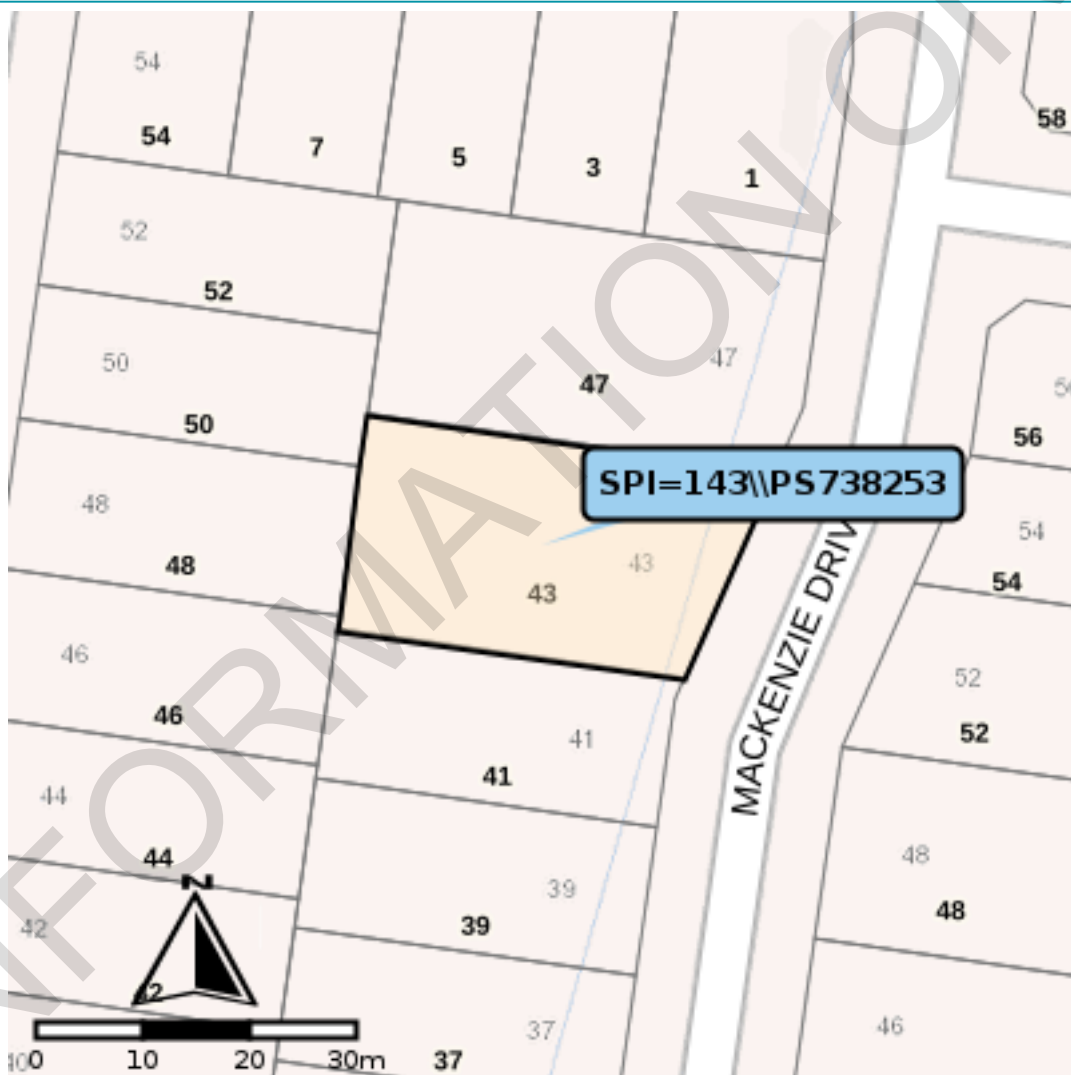
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

<b>Date of issue</b> 16/02/2026	<b>Assessment No.</b> 970939	<b>Certificate No.</b> 181245	<b>Your reference</b> 79647734-016-8
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 43 Mackenzie Drive WOLLERT 3750

**Description:** LOT: 143 PS: 738253E

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$925,000	\$550,000	\$46,250

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 2025 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 01/07/2025	\$2,187.01
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$160.03
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 16/02/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,892.99

*Balance of rates & charges due:* \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$0.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

**Payment can be made using these options.**

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www.whittlesea.vic.gov.au  
Ref 970939



Phone 1300 301 185  
Ref 970939



Billers Code 5157  
Ref 970939



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

13th February 2026

Axcent Conveyancing Services C/- Triconvey (Resell  
LANDATA

Dear Axcent Conveyancing Services C/- Triconvey (Resell,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	43 MACKENZIE DRIVE WOLLERT 3750
<b>Applicant</b>	Axcent Conveyancing Services C/- Triconvey (Resell LANDATA
<b>Information Statement</b>	31011488
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	363872

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	43 MACKENZIE DRIVE WOLLERT 3750
------------------	---------------------------------

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 and we supply both potable and recycled water to this property. 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.



YARRA VALLEY WATER  
 ABN 93 066 902 501

Lucknow Street  
 Mitcham Victoria 3132

Private Bag 1  
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Melbourne Water Property Information Statement**

Property Address	43 MACKENZIE DRIVE WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

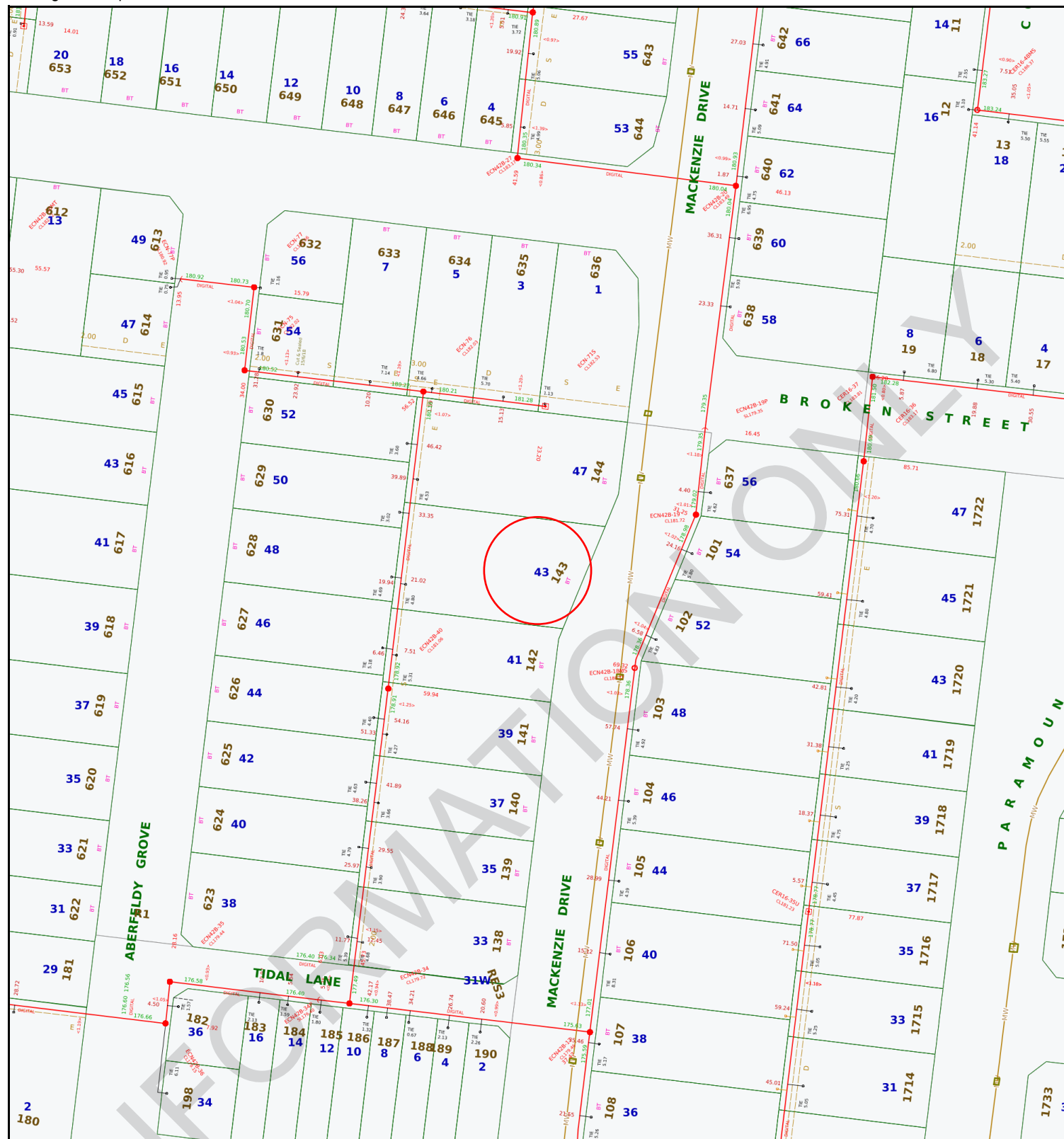
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31011488**

<b>Address</b>	43 MACKENZIE DRIVE WOLLERT 3750
<b>Date</b>	13/02/2026
<b>Scale</b>	1:1000



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;

20th July 2016

**Application ID: 207509**

### **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
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
20mm Potable Pressure Limiting Valve (PLV)	1

#### **Sewer**

##### **Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1374141

##### **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 Water's contractor Select Solutions on 1300 724 858. 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 Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to 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**

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

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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

### **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.

- **Environment Improvement Plan (EIP)**

- a) **Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

- a) **Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

- b) **External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) 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 taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) 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.

- (3) 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.
2. An external recycled water tap must be installed to service the rear of the property
  - (1) 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.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
  - (1) The whole body of the tap and handle must be coloured purple
  - (2) Tap to be the jumper valve type
  - (3) Tap handle must be the removable type
  - (4) Standard thread on tap outlet for garden hose bib
  - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
  - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
  - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
5. 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.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:

- (1) 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)
- (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
- (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
- (4) 5/8" Male lugged elbow
- (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. 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.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**• Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing ( <b>excluding bidets</b> )	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

Fire sprinkler systems	NO (X)
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- **Plumbing Standards**

- a) All recycled water plumbing works are to be carried out in accordance with:
  - (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

- **Inspections For Recycled Water Plumbing Works**

**The process for carrying out residential recycled water plumbing inspections has changed. As of 13<sup>th</sup> April 2015 Yarra Valley Water will be responsible for the following inspections:**

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)
- Stage 2 (R2) – On completion of the Roughing In (prior to plaster Installation)

**The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015**

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

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 is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements

of these Conditions of Connection not be met insofar as they relate to recycled water. If non-compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

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

### **Booking an Inspection for each stage of work**

#### **a) Residential**

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

- (1) Stage 1 (R1)** – On completion of the pipework between the meter and the house (prior to backfilling).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

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

- (2) Stage 2 (R2)** - On completion of the "roughing in" (prior to plaster installation).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

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

- (3) Stage 3 (R3)** – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

This inspection will be carried out by the Victorian Building Authority up until **30th June 2015**.

**From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015**

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

3. 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
4. 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
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection
  - (1) Inspections can be booked from the following business day onwards during business hours depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

**b) Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works** as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the 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
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability

(1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

- b) Residential**

- 1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time

- (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

- 2. In the case of unit developments, please refer to section 6(b)

- c) Non-Residential**

- 1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system

- (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

- 2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor

- (1) The drinking water property service pipe is to be PE pipe and must be water marked

- (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked

- (3) PE pipe must not form any part of the water meter assembly

- (4) Any 25mm installation must be fitted with a right-angle ball valve

- (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)

- (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided

- 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

- 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

- 5. The relevant Road Opening Permit must be obtained from the relevant Authority before

commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

- **Locked Box**

- b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

- b) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- c) The water meter assemblies **cannot be moved** by the private plumber
  1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- d) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra

## Valley Water

- **Stolen Meters**

- b) 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

- **Owner's Responsibility**

- b) It is the owner/s responsibility to carry out the following:
  1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  2. Remove the handle from the recycled water taps when not in use
  3. Ensure that all recycled water prohibition signs are visible and legible at all times
  4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- c) For Irrigation Systems:
  - (1) 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
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch 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 branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

## **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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Axcent Conveyancing Services C/- Triconvey (Resell)  
LANDATA  
certificates@landata.vic.gov.au

**RATES CERTIFICATE**

**Account No:** 8595523362  
**Rate Certificate No:** 31011488

**Date of Issue:** 13/02/2026  
**Your Ref:** 363872

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
43 MACKENZIE DR, WOLLERT VIC 3750	143\PS738253	5142320	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 33.000000kL x \$3.57240000 = \$117.89</i> Estimated Average Daily Usage \$1.28	12-11-2025 to 12-02-2026	\$117.89	\$117.89
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 41.000000kL x \$1.96810000 = \$80.69</i>	12-11-2025 to 12-02-2026	\$80.69	\$80.69
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<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>		\$392.26

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

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

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

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

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

**Recycled water is available at this property**

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

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:** 5142320

**Address:** 43 MACKENZIE DR, WOLLERT VIC 3750

**Water Information Statement Number:** 31011488

#### HOW TO PAY



**Biller Code:** 314567  
**Ref:** 85955233620

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

<b>Your Reference:</b>	LP:127826
<b>Certificate No:</b>	97719333
<b>Issue Date:</b>	14 FEB 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 43 MACKENZIE DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43156012	143	738253	11683	296	\$0.00

**Vendor:** NATALIE RIMINGTON & BEN RIMINGTON

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS NATALIE MAREE RIMINGTON	2026	\$550,000	\$0.00	\$0.00


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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$925,000
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SITE VALUE (SV):	\$550,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

**Certificate No:** 97719333

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,100.00

Taxable Value = \$550,000

Calculated as \$1,350 plus ( \$550,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,250.00

Taxable Value = \$925,000

Calculated as \$925,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 97719333

### 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: 97719333

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

<b>Your Reference:</b>	LP:127826
<b>Certificate No:</b>	97719333
<b>Issue Date:</b>	14 FEB 2026
<b>Enquires:</b>	ESYSPROD

**Land Address:** 43 MACKENZIE DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43156012	143	738253	11683	296	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$925,000
<b>SITE VALUE:</b>	\$550,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 97719333

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

<b>Your Reference:</b>	LP:127826
<b>Certificate No:</b>	97719333
<b>Issue Date:</b>	14 FEB 2026

**Land Address:** 43 MACKENZIE DRIVE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
143	738253	11683	296

**Vendor:** NATALIE RIMINGTON & BEN RIMINGTON

**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

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 97719333

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 97719330

### 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: 97719330

### 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 Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Axcent Conveyancing Services C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 363872

NO PROPOSALS. As at the 13th February 2026, 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®.

43 MACKENZIE DRIVE, WOLLERT 3750  
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: 13th February 2026

[Vicroads Certificate] # 79647734 - 79647734180941 '363872'

## Extract of EPA Priority Site Register

Page 1 of 1

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 43 MACKENZIE DRIVE  
SUBURB: WOLLERT  
MUNICIPALITY: WHITTLESEA  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 388 Reference J12  
DATE OF SEARCH: 13th February 2026

### ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

[Extract of Priority Sites Register] # 79647734 - 79647734180941  
'363872'

**LOTSEARCH REFERENCE**  
LS120684 ER

**REPORT DATE**  
13 Feb 2026 18:58:46

**CLIENT ID**  
186182020

**ADDRESS**  
43 Mackenzie Drive, Wollert, VIC 3750

**COUNCIL**  
Whittlesea City



**LOTSEARCH**  
Spatial Intelligence | Mapping Risk

**LOT/PLAN**  
Lot 143, PS738253

## Environmental Risk - Contaminated Land Search

**Disclaimer:**

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



## Environmental Risk - Contaminated Land Search

**ADDRESS**  
43 Mackenzie Drive, Wollert, VIC  
3750



- This report provides information sourced from registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

### HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to multiple government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**



### 1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.

### WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.



### 2. Regulated Activities

No Records Identified

State regulators issue environmental licences, permits or authorisations, to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches



### 3. Contamination Investigations

Records Identified 

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed [here](#).

- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).





### 4. Other Contamination Issues

No Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

 support@lotsearch.com.au

 +61 (02) 8287 0680

 lotsearch.com.au



# Site Map

43 Mackenzie Drive, Wollert, VIC 3750

LOTSEARCH REFERENCE


LS120684 ER

REPORT DATE

13 Feb 2026



## LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:  
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,  
and the GIS UserCommunity





## Search Results

**ADDRESS**  
43 Mackenzie Drive, Wollert, VIC  
3750

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
1	Environmental Audit Report	3		AURORA RECYCLED WATER SCHEME 114 TESSELLAAR RD,WOLLERT		<a href="#">Document Link</a>	53V Audit recommendations	0008005112

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



## Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	12/02/2026
EPA Site Management Orders	Environment Protection Authority Victoria	09/02/2026
EPA Register of Permissions	Environment Protection Authority Victoria	14/01/2026
Legacy EPA Licensed Activities	Environment Protection Authority Victoria	19/07/2022
Legacy EPA Works Approvals	Environment Protection Authority Victoria	13/12/2022
Legacy EPA Prescribed Industrial Waste	Environment Protection Authority Victoria	12/08/2020
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	09/02/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	22/01/2026
Planning Scheme Overlay - Environmental Audits	VIC Department of Energy, Environment and Climate Action	10/02/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	10/02/2026
Defence 3 Year Regional Contamination Investigation Program	Australian Department of Defence	11/02/2026
Airservices Australia National PFAS Management Program	Airservices Australia	11/02/2026
Defence PFAS Investigation & Management Program - Investigation Sites	Australian Department of Defence	11/02/2026
Defence PFAS Investigation & Management Program - Management Sites	Australian Department of Defence	11/02/2026
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority Victoria	21/01/2026
EPA Contaminated Land Notifications	Environment Protection Authority Victoria	21/01/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	09/02/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	10/02/2026

## Useful Contacts

**Lotsearch Pty Ltd**  
[www.lotsearch.com.au](http://www.lotsearch.com.au)  
support@lotsearch.com.au  
(02) 8287 0680

**Environment Protection Authority Victoria**  
[www.epa.vic.gov.au](http://www.epa.vic.gov.au)  
contact@epa.vic.gov.au  
1300 372 842

**Whittlesea City**  
<http://www.whittlesea.vic.gov.au>  
info@whittlesea.vic.gov.au  
(03) 9217 2170

[Click for Use of Report - Applicable Terms](#)

Enquiry Officer: Sharmila S  
Reference No.: 00115189

12 March 2025

N M Talia & B F Rimington  
43 Mackenzie Drive  
Wollert VIC 3750

Dear N M Talia & B F Rimington,

**Owner Lodgement of Certificate of Pool and Spa Barrier Compliance (Form 23)**

I write to acknowledge the lodgement of your Certificate of Pool and Spa Barrier Compliance with Council for 43 Mackenzie Drive Wollert on 6/03/2025. You must ensure the maintenance of your safety barrier continues to meet the requirements of Building Regulations 2018.

Please be advised that you will need to lodge on Council's website a newly obtained Certificate of Pool and Spa Barrier Compliance (Form 23) every four years. Council will require your next Form 23 certificate no later than the following date.

**Due Date: 6 March 2029**

Failure to lodge by the specified due date may result in an infringement of 2 penalty units (Reg 147V(1) Divisions 4- 6 of Part 9A of the Building Regulations 2018).

Please be aware that any future alterations made to your pool/spa barrier may require a building permit and a resubmission of a Certificate of Pool and Spa Barrier Compliance. If you choose to remove or decommission the pool and/or spa from the above-mentioned property address in accordance with the Victorian Building Authority (VBA) guidelines, please complete Council's online form by visiting [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

For further information regarding the swimming pool/spa regulations, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools> or [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2170** or email [buildplan@whittlesea.vic.gov.au](mailto:buildplan@whittlesea.vic.gov.au).

Yours Sincerely,



**Building Services  
City of Whittlesea**

**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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service  
 **131 450**



Building Amendment (Swimming Pool and Spa) Regulations 2019

S.R. No. 116/2019

**S.R. No. 116/2019****FORM 23**Regulations 147Y(4), 147ZB(2) **Building Act 1993**

Building Regulations 2018

**CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE****Issued to:**

1. **Name of owner of the land (the *property*) on which the swimming pool or spa is located: Ms N M Talia & Mr B F Rimington**
2. **Postal address: 43 Mackenzie Dr, Wollert VIC 3750**
3. **Telephone number: 0427878824**
4. **Email address: brimington85@gmail.com**

Property details: Number	Street/road	City/suburb/town	Postcode
43	Mackenzie Dr,	Wollert VIC	3750
Lot/s	LP/PS	Volume	Folio
Crown allotment	Section	Parish	County
Municipal district	Whittlesea council		

**Type of swimming pool or spa:**

- Permanent swimming pool
- Permanent spa
- Relocatable swimming pool
- Relocatable spa

5. **Date of construction of the swimming pool or spa: 10/3/2017**6. **Applicable barrier standard: AS 1926.1 2012**

7. The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018
- relevant deemed to satisfy provisions of the BCA
- a performance solution in accordance with the BCA

8. **Date(s) of inspection(s) of the swimming pool or spa barrier: 5/3/2025**



Building Amendment (Swimming Pool and Spa) Regulations 2019

S.R. No. 116/2019



**S.R. No. 116/2019**

**Certification of compliance**

Following inspection of the swimming pool barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector:

A handwritten signature in black ink, appearing to be "Peter Andrews", written over a light blue horizontal line.

Date: 5/3/2025

9. I Peter Andrews confirm that I the Inspector did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

**Inspector details**

10. **Name of registered building practitioner:** Peter Andrews  
11. **ABN:** 30 801 911 511  
12. **Address:** 31 Watson St Wallan Vic 3756  
13. **Email:** [peter@peakpoolinspections.com.au](mailto:peter@peakpoolinspections.com.au)  
14. **Building practitioner registration no.:** IN-PS68432



Contact Name Paul Smith  
Telephone 13 21 61  
Facsimile 03 9628 6853  
**Your Ref: 79647734-013-7**

19 February 2026

**Axcent Conveyancing Services**

c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**43 Mackenzie Drive, Wollert (Volume 11683 Folio 296) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 13 February 2026 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

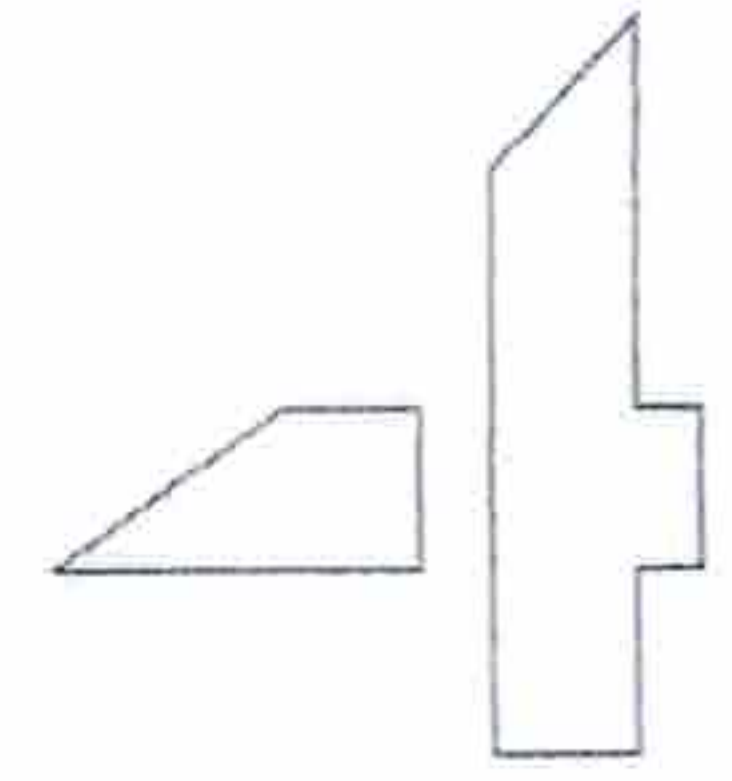
*Paul Smith*

**Paul Smith**  
Customer Service Officer  
Land Revenue Administration

# OCCUPANCY PERMIT

Form 6 BUILDING ACT 1993 BUILDING REGULATIONS 2006 REGULATION 150B

Permit No: 2748420164628/0



GROUP FOUR  
BUILDING SURVEYORS

## Property Details

Lot 143 43 Mackenzie Drive, Wollert

Title Details: LP/PS: PS 738253E, Vol:11683, Folio: 296

City/Shire: City of Whittlesea

## Project Description

Construction of Single Storey Dwelling and Garage (1ai,10a)

## Building Details

Part of Building	Permitted Use	BCA Class	Max permissible floor loading
Single Storey Dwelling and Garage	Residential	1ai, 10a	1.5

## ALTERNATE SOLUTION

An alternative solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:

- Location of DPC/Flashing above F.G.L's in walls protected by a roof – NCC-3.3.4.0
- Width of Masonry Veneer Cavity – NCC-3.3.4.2
- Mortar Mix – NCC-3.3.1.0
- External masonry veneer walls constructed using BCA-2011 – NCC-3.3.1.0
- Wall frame overhangs – NCC- 3.2.2.7
- Masonry wall ties – NCC-3.3.1.0

## CONDITIONS

All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.

All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.

External steps & landings to be maintained to comply with BCA 3.9.

## SIGNED

Building Surveyor : David Madeira (BS-U 27484)  
Registration No : (BS-U 27484)

Date of OP Inspection : 30-March-2017  
Date of issue : 31-March-2017

Group Four Building Surveyors  
ABN 96 158 953 425  
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149  
TEL (03) 9544-0544  
FAX (03) 9544-0244  
EMAIL enquiries@groupfour.com.au



Australian Government  
Australian Taxation Office



MRS NATALIE M RIMINGTON  
43 MACKENZIE DRIVE  
WOLLERT VIC 3750

Our reference: 7167309160343

Phone: **13 28 66**

15 February 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello NATALIE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411183490965
Vendor name	NATALIE MAREE RIMINGTON
Clearance Certificate Period	15 February 2026 to 15 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.



Australian Government  
Australian Taxation Office



MR BEN F RIMINGTON  
43 MACKENZIE DRIVE  
WOLLERT VIC 3750

Our reference: 7167309163417

Phone: **13 28 66**

15 February 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello BEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411183491624
Vendor name	BEN FRANCIS RIMINGTON
Clearance Certificate Period	15 February 2026 to 15 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

# PROPERTY REPORT

Created at 03 March 2026 11:46 AM

## PROPERTY DETAILS

Address: **43 MACKENZIE DRIVE WOLLERT 3750**

Lot and Plan Number: **Lot 143 PS738253**

Standard Parcel Identifier (SPI): **143\PS738253**

Local Government Area (Council): **WHITTLESEA**

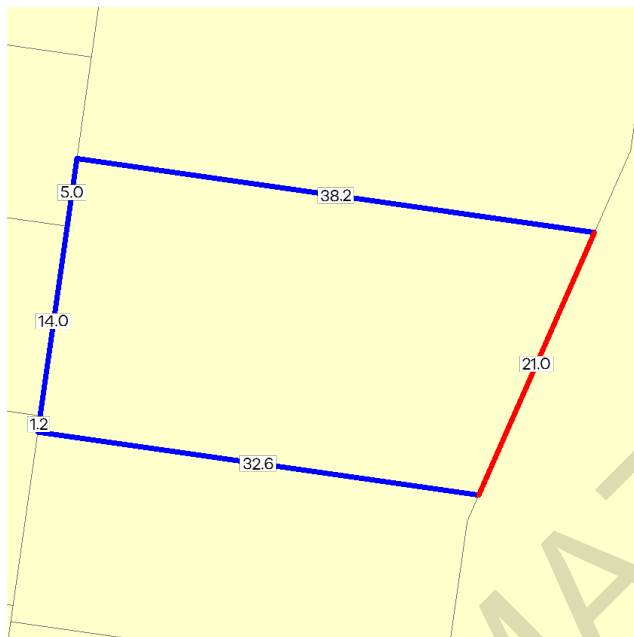
Council Property Number: **970939**

Directory Reference: **Melway 388 J12**

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

## SITE DIMENSIONS

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



**Area:** 715 sq. m

**Perimeter:** 112 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

Property 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>

# PROPERTY REPORT



Energy, Environment and Climate Action

## Area Map



Selected Property

Water course

INFORMATION

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 March 2026 11:48 AM

## PROPERTY DETAILS

Address: **43 MACKENZIE DRIVE WOLLERT 3750**  
 Lot and Plan Number: **Lot 143 PS738253**  
 Standard Parcel Identifier (SPI): **143\PS738253**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **970939**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 388 J12**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)  
[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 4 \(CDZ4\)](#)



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

# PLANNING PROPERTY REPORT

## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)



 **DPO - Development Plan Overlay**       **Water course**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**       **Water course**

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

# PLANNING PROPERTY REPORT

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)



## Further Planning Information

Planning scheme data last updated on 27 February 2026.

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

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

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

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## 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 \(environment.vic.gov.au\)](http://www.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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au)