

# CONTRACT OF SALE OF REAL ESTATE

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**Property Address: 15 Institute Drive, Donnybrook VIC 3064**

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

## NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

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

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

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

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

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

Print name(s) of person(s) signing: **Monique Michelle Barnes**.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**Stone Real Estate**

1/75 Church Street, Whittlesea VIC 3757

Tel: 9716 2000

Fax:

Email: jenniterhaar@stonerealestate.com.au

**VENDOR**

**Monique Michelle Barnes** of 15 Institute Drive, Donnybrook, VIC, 3064

**VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER**

**Mirror Image Conveyancing**

PO Box 6065, Point Cook, Vic, 3030

Tel: 03 9989 2290 / 0490 418 120

Ref: 6763/25/KR

Email: kathryn@mirrorimageconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

**PROPERTY ADDRESS**

The address of the property is 15 Institute Drive, Donnybrook VIC 3064

**LAND** (General Conditions 3 )

The land is –

Described in the table below –

Certificate of Title reference	Being Lot	On Plan
Volume 12197 Folio 810	507	PS817166K

OR

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

**GOODS SOLD WITH THE LAND**

(General Condition 2.2(f))

(List or attach a Schedule)

The land includes all improvements and fixtures as inspected.

- blinds & curtains
- solar panels
- pool equipment
- dishwasher
- light fittings
- insect screens
- TV antenna
- other:
- fixed floor coverings
- stove
- clothes line

**PAYMENT**

(General Condition 10)

Price

\$

Deposit

\$ \_\_\_\_\_

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

**GST** (General Condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:

**GST – RESIDENTIAL WITHHOLDING PAYMENT**

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

**SETTLEMENT**

(General Condition 10)

Is due on ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1,

If 'subject to lease' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words 'terms contract' in this box, and refer to General Condition 23

**LOAN**

(General Condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

**Building Inspection** - Special condition 10 only applies if this box is ticked

**Pest Inspection** - Special condition 11 only applies if this box is ticked

**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 by the said ..... )  
 )  
 Print Name..... ) .....  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness..... )

SIGNED by the said ..... )  
 )  
 Print Name..... ) .....  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness..... )

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

## 6. Transfer

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

## 7. Duties Online Settlement Statement

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

## 8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

- (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.  
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

### 14. Loan

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

### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) ~~the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and~~
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

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

## 17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

## 18. Nominee

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

## 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

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

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

#### **DEFAULT**

##### **26. Interest**

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

##### **27. Default notice**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

##### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

## **NOTICE TO PURCHASER**

**Property: 15 Institute Drive, Donnybrook VIC 3064**

**Vendor: Monique Michelle Barnes**

**ABN:** *(insert if applicable)*

- ~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

**OR**

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

*(Delete one of the above as appropriate)*

# CONTRACT OF SALE - SPECIAL CONDITIONS

## 1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## 2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## 3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## 4. Director's Guarantee and Warranty

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

## 5. Foreign Acquisition

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

## 6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special 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 of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 6.4 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.
- 6.5 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 special condition; and
  - (b) ensure that the representative does so.
- 6.6 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 special 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 special 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.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 7. Electronic Conveyancing

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* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 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.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on

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

## 8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 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.
- 8.4 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 special condition; and
  - (b) ensure that the representative does so.
- 8.5 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 special 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 special 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.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 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.
- 8.7 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 special condition 8.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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 special condition 8.10; 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.
- 8.12 This special condition will not merge on settlement.

## 9. Solar Panels

If the property includes solar panels, the Vendor makes no representation or warranty with the respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, or in in regard to any PV solar feed-in to the electricity grid, or any other benefit arising from the electricity generated by the solar panels.

## 10. Building Inspection

- 10.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 10.2 The Purchaser may end this contract within 7 days from the day of sale if the Purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect.
  - (b) gives the vendor a copy of the report and written notice ending this contract; and
  - (c) is not then in default.
- 10.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 10.4 a notice under this condition may be served on the vendor's legal practitioner, conveyancer or estate agent if the estate agent's authority has formally expired at the time of service.
- 10.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 11. Pest Inspection

- 11.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 11.2 The Purchaser may end this contract within 7 days from the day of sale if the Purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and written notice ending this contract; and
  - (c) is not then in default.
- 11.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 11.4 a notice under this condition may be served on the vendor's legal practitioner, conveyancer or estate agent if the estate agent's authority has formally expired at the time of service.
- 11.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 12. General Condition 15.2(b) will no longer apply.

# Due diligence checklist

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

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

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

### **Can you build new dwellings?**

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

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

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

### **Soil and groundwater contamination**

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

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

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

**15 INSTITUTE DRIVE, DONNYBROOK**  
(Property)

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# **VENDOR STATEMENT**

Vendor: Monique Michelle Barnes

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**MIRROR IMAGE CONVEYANCING PTY LTD**  
PO Box 6065  
Point Cook VIC 3030

Tel: 03 9989 2290  
Email: [kathryn@mirrorimageconveyancing.com.au](mailto:kathryn@mirrorimageconveyancing.com.au)  
**Ref: 6763/25/KR**

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land: 15 Institute Drive, Donnybrook**

**Vendor: Monique Michelle Barnes**

*Monique Barnes*

\_\_\_\_\_  
Vendor's signature

29/09/2025  
\_\_\_\_\_  
Date

**Purchaser:**

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Date

**Purchaser:**

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Date

# 1. FINANCIAL

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

Are contained in the attached certificate(s).

Their total does not exceed: \$

Their amounts are:

Authority	Amount	Interest (if any)
Whittlesea City Council		
Yarra Valley Water		

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware.

As attached

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

Not applicable.

As attached

1.3 **Terms Contract**

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

Not applicable.

"Additional Vendor Statement" is attached.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

"Additional Vendor Statement" is attached.

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

(a) The Australian Valuation Property Classification Code AVPCC No. (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:

(b) Is the land tax reform scheme land within the meaning of the CIPT Act?  YES  NO

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows  Date: OR  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.

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

### 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.

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

## 3. LAND USE

### 3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

Is as follows:

Not applicable.

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

In the attached copies of title document/s.

As follows:

Not applicable.

### 3.2 **Road Access**

There is:

access to the property by road

NO access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Whittlesea City Council Planning Scheme

Name of responsible authority: Whittlesea City Council

Zoning of the land:

Name of planning overlay:

## 4. NOTICES

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

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.2 **Agricultural Chemicals**

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.3 **Compulsory Acquisition**

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

## 5. BUILDING PERMITS

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

## 6. OWNERS CORPORATION

- 6.1 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.
  - Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
  - Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
  - The owners corporation is INACTIVE

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

### 7.1 Work-in-Kind Agreement

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

- (a)  The land is NOT to be transferred under the agreement
  - The land IS to be transferred under the agreement
- (b)  The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
  - The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c)  The land is NOT land in respect of which a GAIC is imposed
  - The land IS land in respect of which a GAIC is imposed

### 7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an “X” indicate that such a certificate or notice that is attached:

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

## 8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

## 9. TITLE

9.1 Attached are copies of the following **title documents**:

- 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.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

### 10.1 **Unregistered Subdivision**

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

- Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 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.

- Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
  - attached.
  - as follows:
- The proposals relating to subsequent stages that are known to the vendor are:
  - attached.
  - as follows:
- The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
  - attached.
  - as follows:

### 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.

- Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS 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 2000m<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.
- Are contained in the attached building energy efficiency certificate.
- Are as follows:

## 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.
- Is not attached.

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

VOLUME 12197 FOLIO 810

Security no : 124128335492D  
Produced 23/09/2025 01:03 PM

**LAND DESCRIPTION**

Lot 507 on Plan of Subdivision 817166K.  
PARENT TITLE Volume 12180 Folio 485  
Created by instrument PS817166K 01/04/2020

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MONIQUE MICHELLE BARNES of 15 INSTITUTE DRIVE DONNYBROOK VIC 3064  
AX988385R 10/05/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX206896F 30/08/2023  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS817166K 01/04/2020

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

**DIAGRAM LOCATION**

SEE PS817166K FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 15 INSTITUTE DRIVE DONNYBROOK VIC 3064

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 10/05/2024

DOCUMENT END



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS817166K</b>
Number of Pages (excluding this cover sheet)	<b>17</b>
Document Assembled	<b>23/09/2025 13:03</b>

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

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**

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

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



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SIZE: A3

SHEET 2

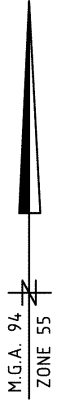
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21/01/2020,  
SPEAR Ref: S120177S





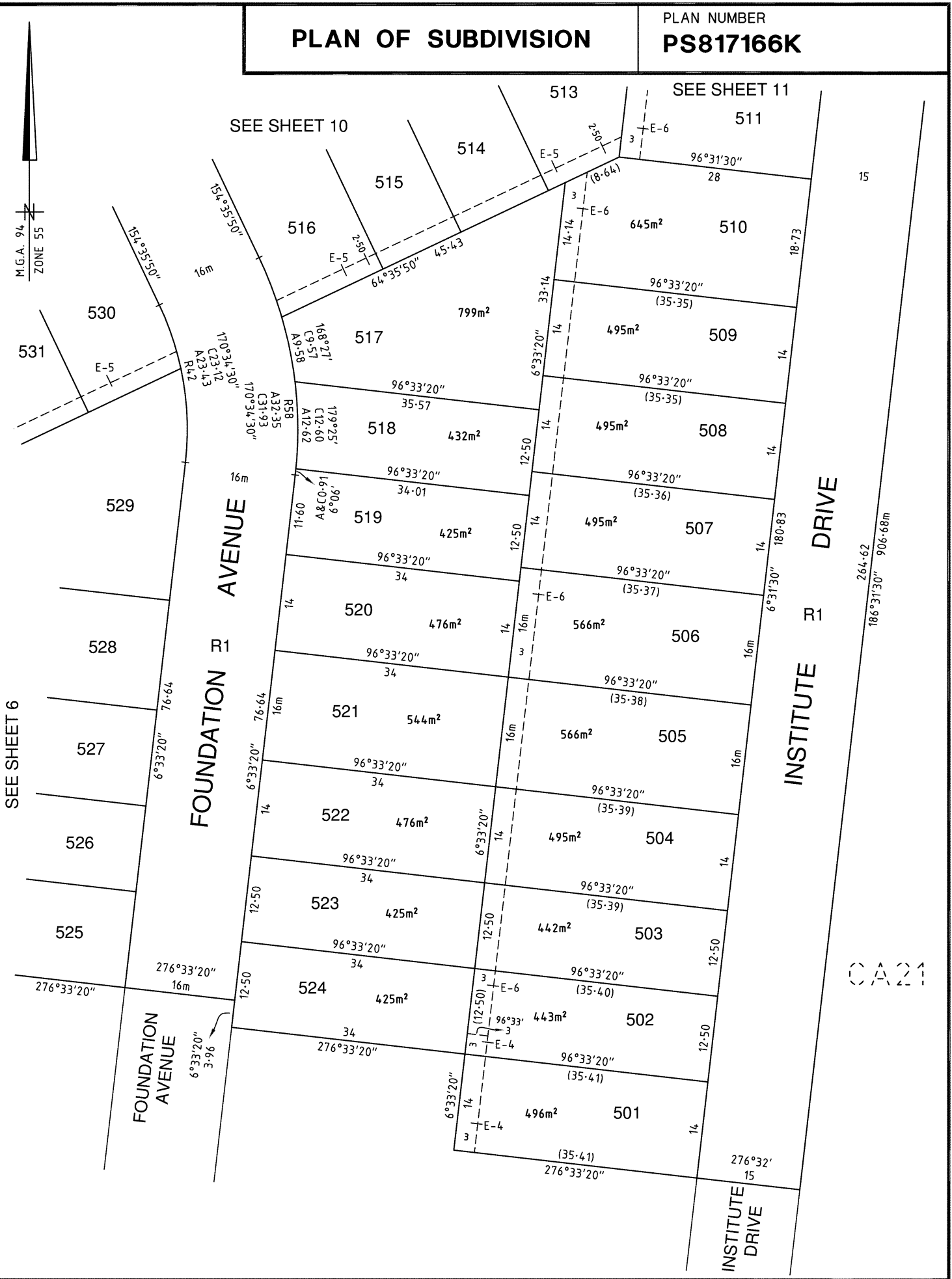
# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**



SEE SHEET 10

SEE SHEET 11



SEE SHEET 6

CA21

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1700S-05A VER J.DWG BC/RW  
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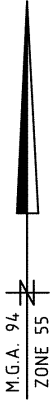
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# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**



SEE SHEET 9

552

551

550

549

548

547

546

545

544

543

542

541

540

539

SEE SHEET 7

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

AVENUE

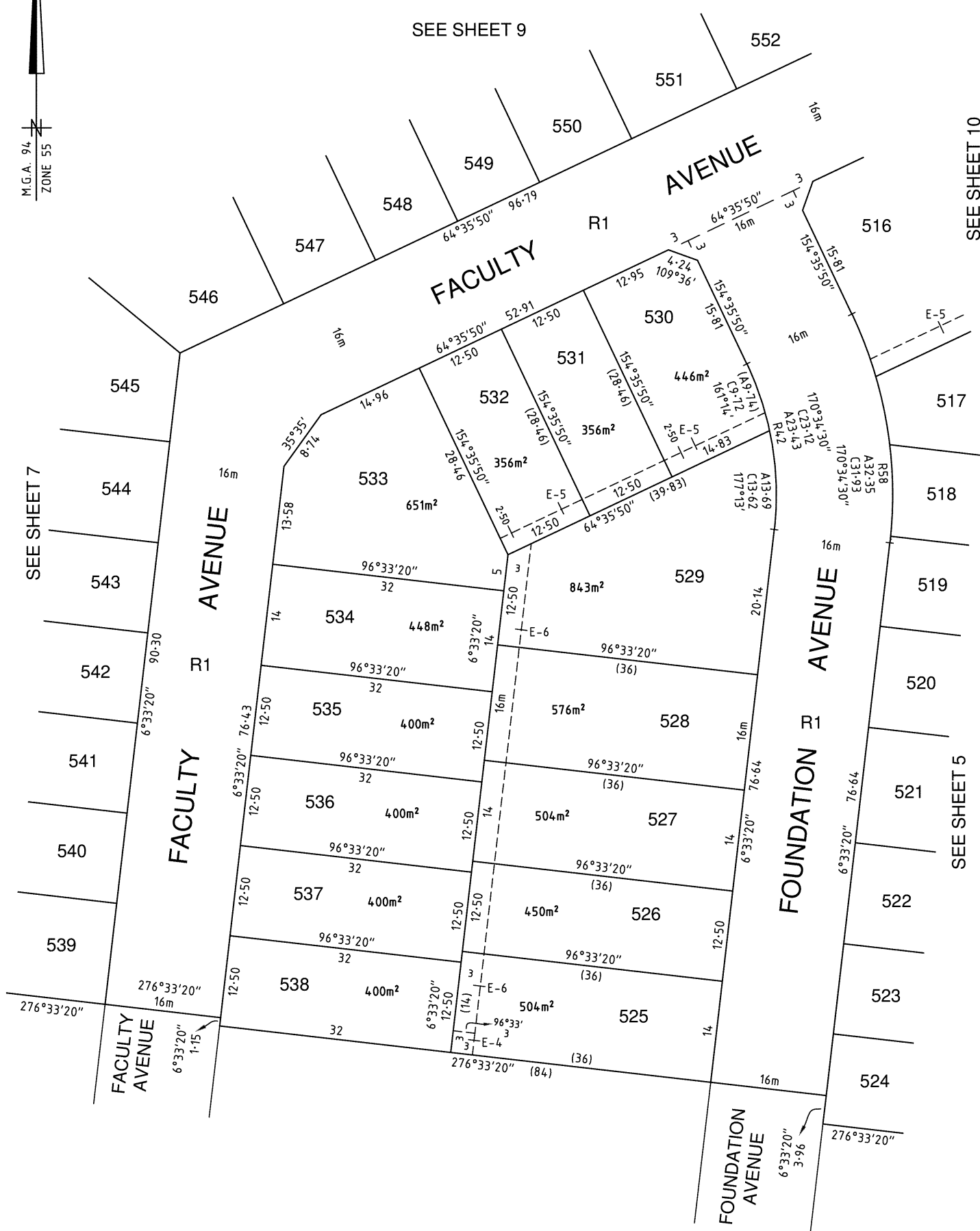
AVENUE

FOUNDATION AVENUE

FOUNDATION AVENUE

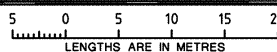
SEE SHEET 10

SEE SHEET 5



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

SCALE  
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ORIGINAL SHEET  
SIZE: A3

SHEET 6



**SMEC**

Melbourne Survey T 9869 0813

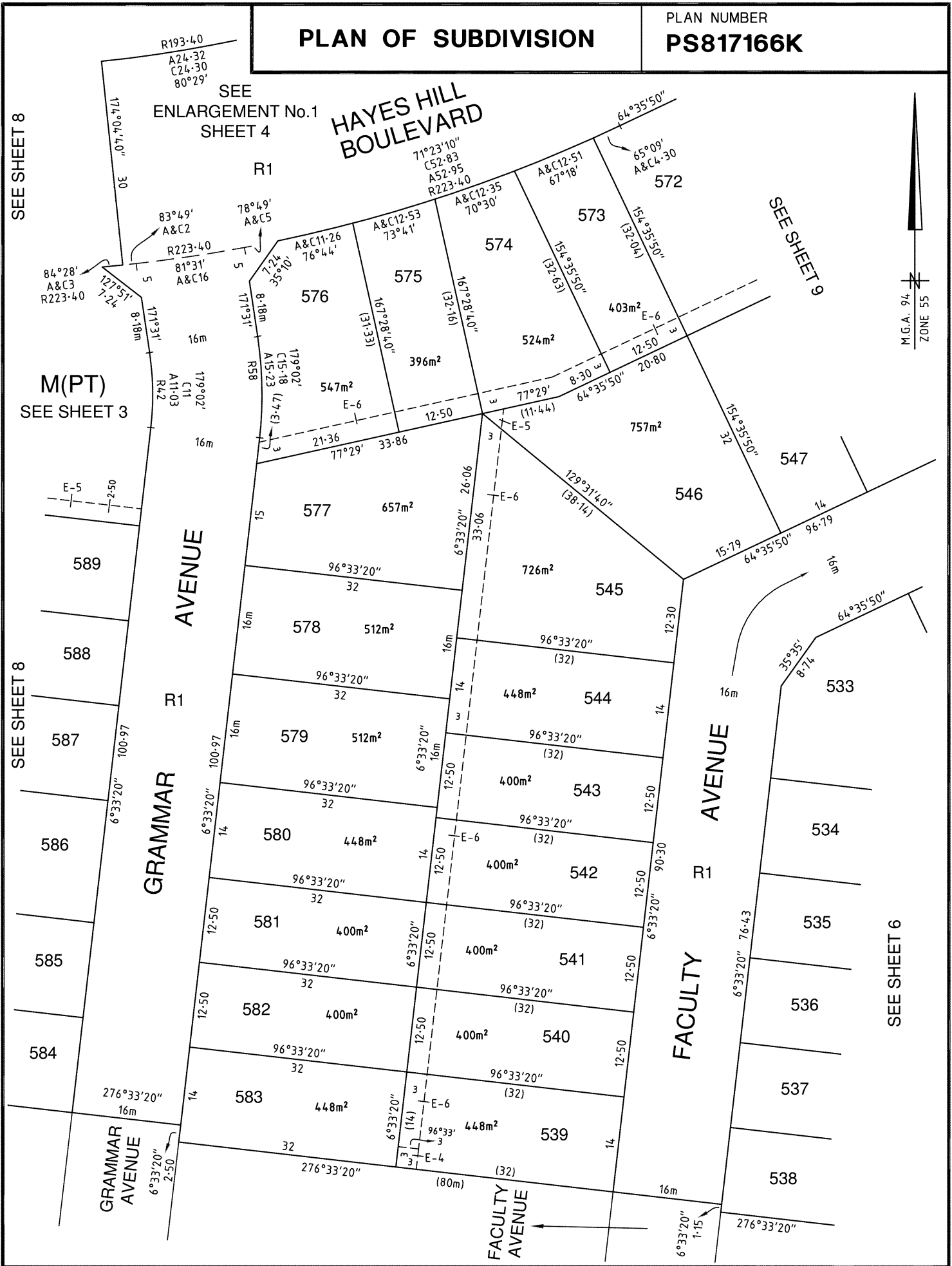
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20/01/2020, SPEAR Ref: S120177S

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# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**



SEE SHEET 8

SEE SHEET 9

M(PT)  
SEE SHEET 3

SEE SHEET 8

SEE SHEET 6

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

1700S-05A VER J.DWG BC/RW  
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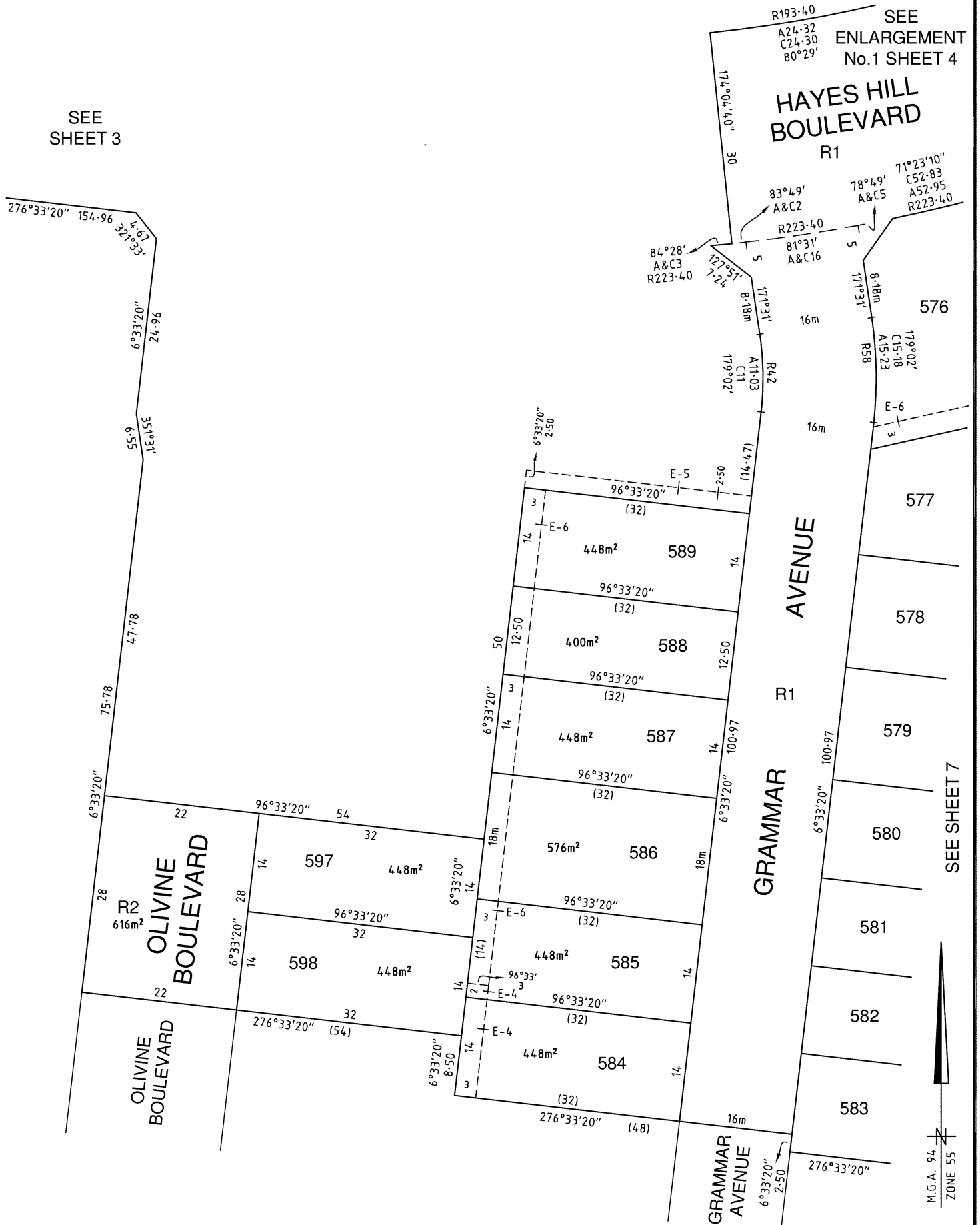
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SHEET 7  
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# PLAN OF SUBDIVISION

PLAN NUMBER  
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SEE SHEET 3

SEE ENLARGEMENT No.1 SHEET 4

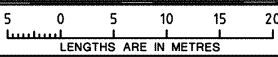


SEE SHEET 7



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

SCALE  
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SHEET 8

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# PLAN OF SUBDIVISION

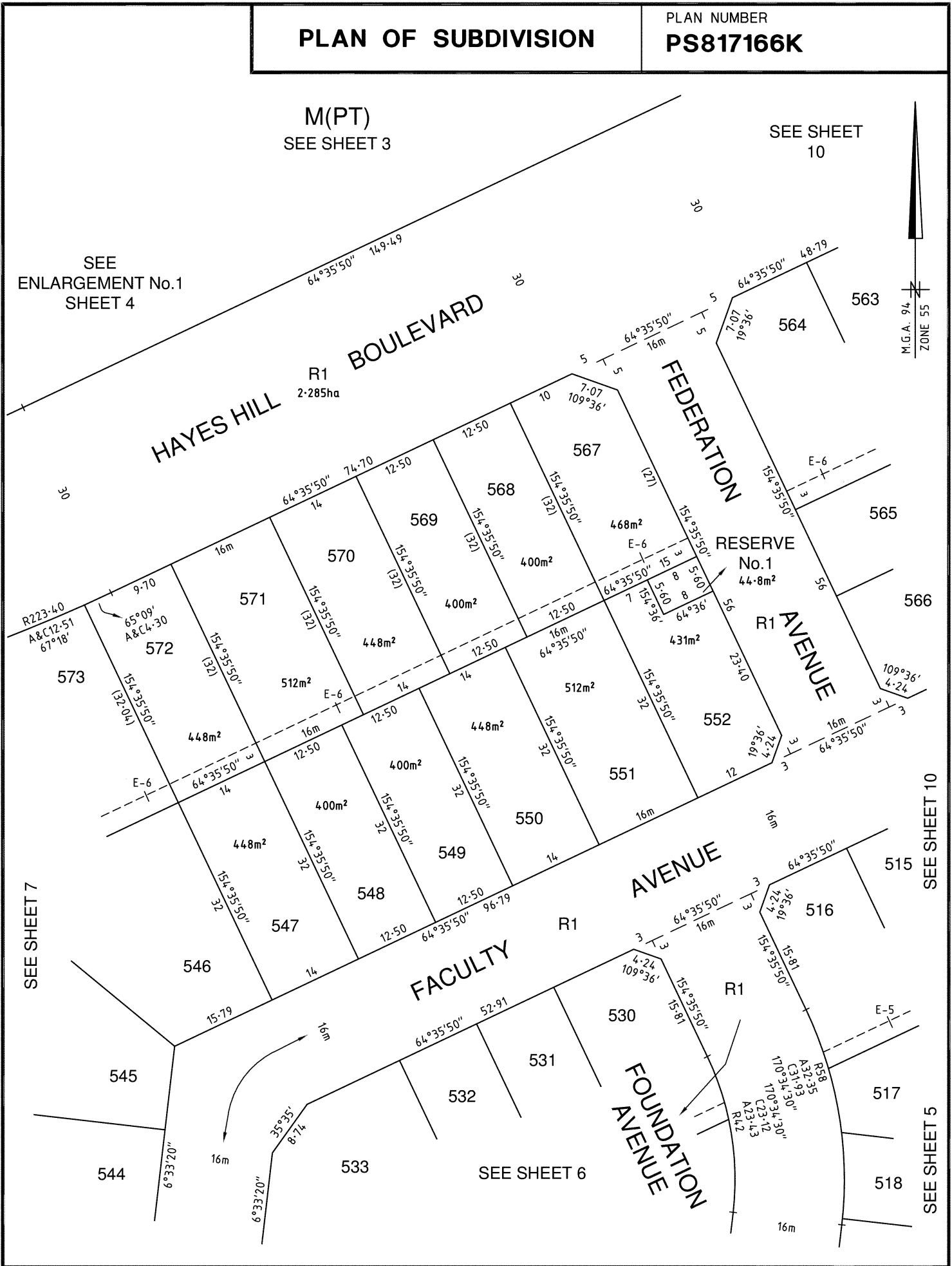
PLAN NUMBER  
**PS817166K**

M(PT)  
SEE SHEET 3

SEE SHEET  
10

SEE  
ENLARGEMENT No.1  
SHEET 4

M.G.A. 94  
ZONE 55



SEE SHEET 7

SEE SHEET 10

SEE SHEET 5

SEE SHEET 6

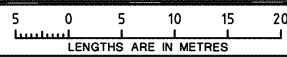
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**SMEC**

Melbourne Survey T 9869 0813 REF 1700s-05A

SCALE  
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LENGTHS ARE IN METRES

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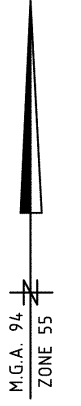
SHEET 9

Digitally signed by: Gerald Donn, Licensed Surveyor,  
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20/01/2020, SPEAR Ref: S120177S

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21/01/2020,  
SPEAR Ref: S120177S

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**



M(PT)  
SEE SHEET 3

SEE SHEET 11

## BOULEVARD

## HAYES HILL

## FEDERATION AVENUE

## AVENUE

## AVENUE

## FACULTY AVENUE

## FOUNDATION AVENUE

SEE SHEET 9

SEE SHEET 11

SEE SHEET 11

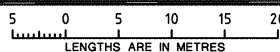
SEE SHEET 6

SEE SHEET 5



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

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 10

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20/01/2020, SPEAR Ref: S120177S

Digitally signed by:  
Whittlesea City Council,  
21/01/2020,  
SPEAR Ref: S120177S

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS817166K**

M(PT)  
SEE SHEET 3

VICINITY  
ROAD

PRECINCT  
WAY

HAYES HILL  
BOULEVARD

RESERVE  
No.2  
115m<sup>2</sup>

DRIVE

FACULTY AVENUE

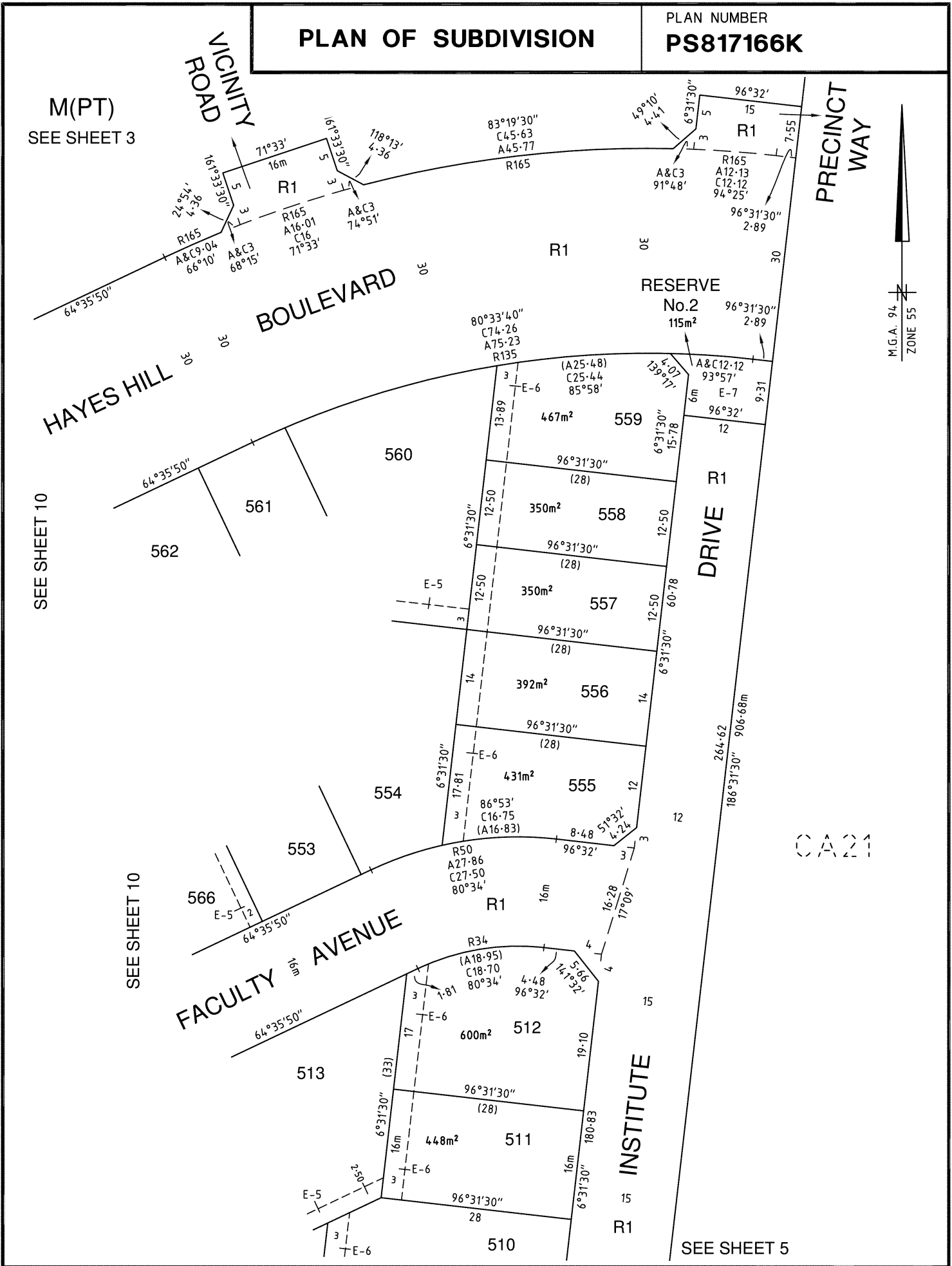
INSTITUTE

CA21

SEE SHEET 5

SEE SHEET 10

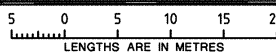
SEE SHEET 10



**SMEC**

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

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 11

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21/01/2020,  
SPEAR Ref: S120177S

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS817166K**

**CREATION OF RESTRICTION A**

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

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

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

**Description of Restriction**

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

**Corner Lots**

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

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



**SMEC**

Melbourne Survey

T 9869 0813

REF 1700s-05A

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SHEET 12

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20/01/2020, SPEAR Ref: S120177S

Digitally signed by:  
Whittlesea City Council,  
21/01/2020,  
SPEAR Ref: S120177S

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS817166K**

**CREATION OF RESTRICTION B**

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

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

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

**Description of Restriction**

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

**Garages**

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

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



**SMEC**

Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET  
SIZE: A3

SHEET 13

Digitally signed by: Gerald Donn, Licensed Surveyor,  
Surveyor's Plan Version (J),  
20/01/2020, SPEAR Ref: S120177S

Digitally signed by:  
Whittlesea City Council,  
21/01/2020,  
SPEAR Ref: S120177S

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS817166K**

**CREATION OF RESTRICTION C**

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

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

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

**Description of Restriction**

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

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

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

Nothing in this restriction applies to the Vendor.

**For the Purposes of this Restriction:**

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

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

Vendor means Mirvac Victoria Pty Ltd ACN 006708363.

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

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS817166K**

**CREATION OF RESTRICTION D**

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

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

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

**Description of Restriction**

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

**Double Storey Construction**

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



**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS817166K**

**CREATION OF RESTRICTION E**

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

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

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

**Description of Restriction**

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

**Dual Occupancy**

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

**Expiry**

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

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



**SMEC**

Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET  
SIZE: A3

SHEET 16

Digitally signed by: Gerald Donn, Licensed Surveyor,  
Surveyor's Plan Version (J),  
20/01/2020, SPEAR Ref: S120177S

Digitally signed by:  
Whittlesea City Council,  
21/01/2020,  
SPEAR Ref: S120177S



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1181350

## APPLICANT'S NAME & ADDRESS

KATHRYN REITTER C/- LANDATA  
MELBOURNE

## VENDOR

BARNES, MONIQUE MICHELLE

## PURCHASER

NA, NA

## REFERENCE

6763KR

This certificate is issued for:

LOT 507 PLAN PS817166 ALSO KNOWN AS 15 INSTITUTE DRIVE DONNYBROOK  
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 URBAN GROWTH ZONE - SCHEDULE 6
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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/>

23 September 2025

**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.**



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### 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.

## PROPERTY DETAILS

Address: **15 INSTITUTE DRIVE DONNYBROOK 3064**  
 Lot and Plan Number: **Lot 507 PS817166**  
 Standard Parcel Identifier (SPI): **507\PS817166**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1062702**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 368 F5**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **YAN YEAN**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

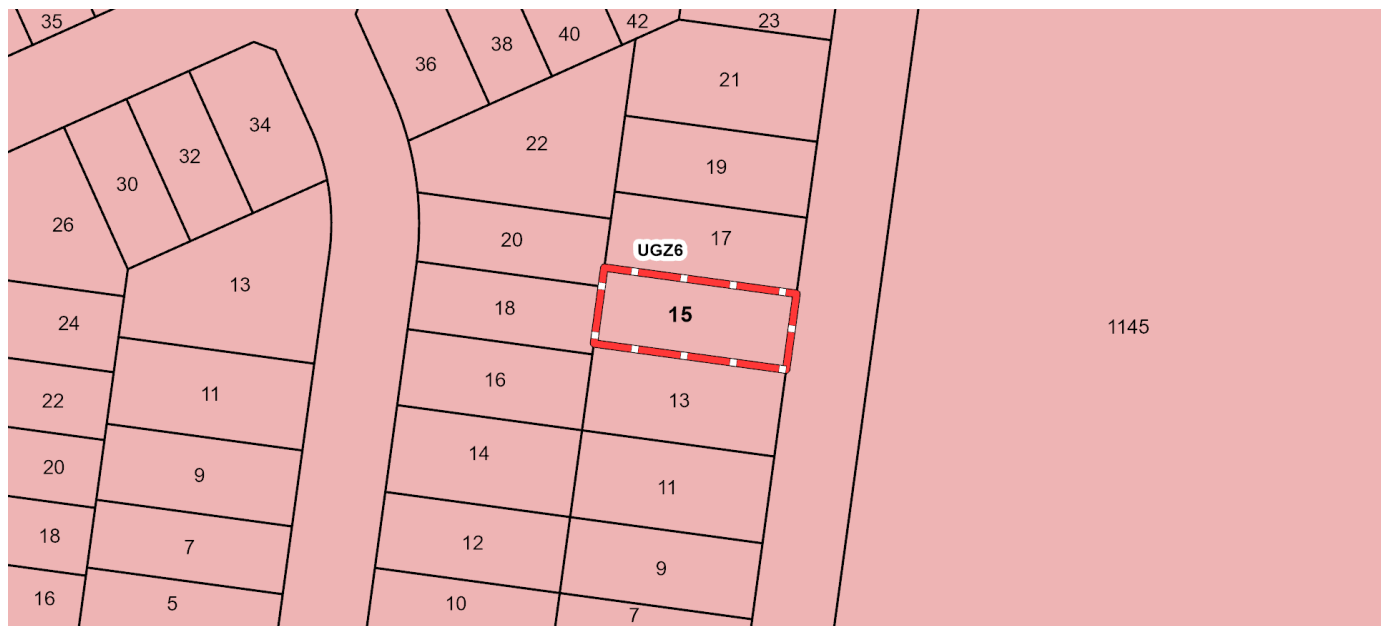
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

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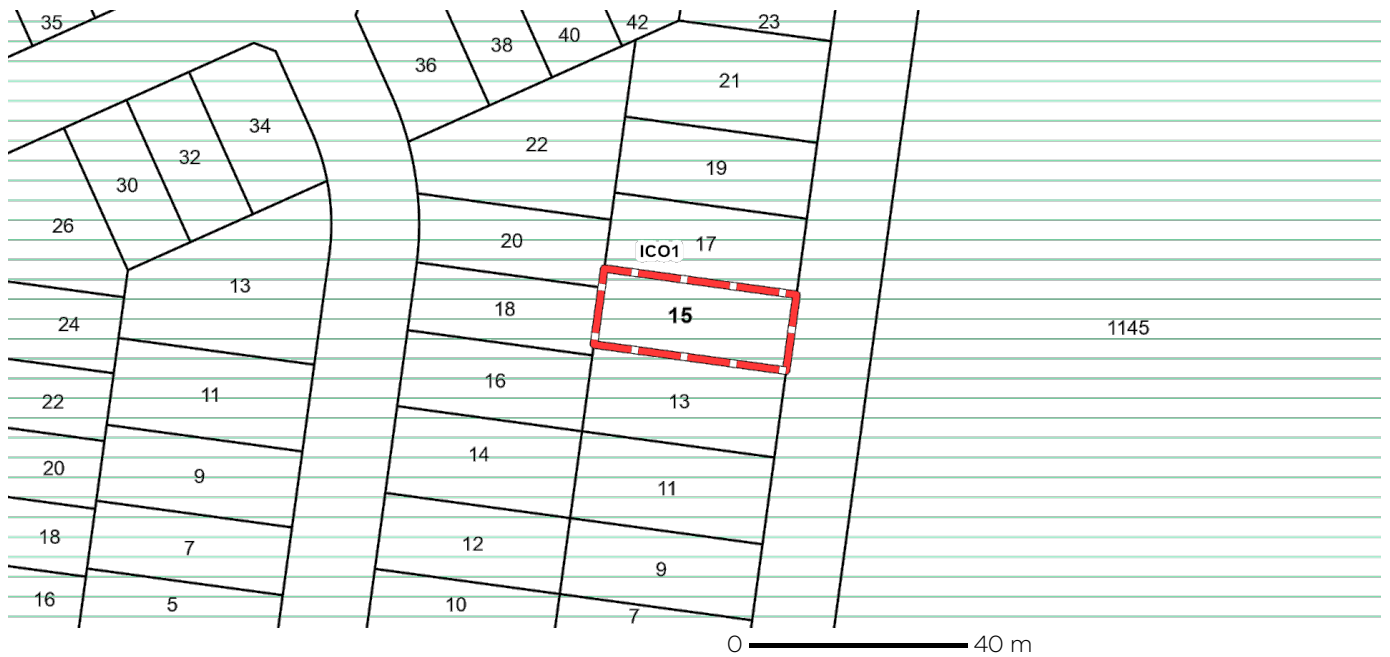
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlay

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

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



**ICO - Infrastructure Contributions Overlay**

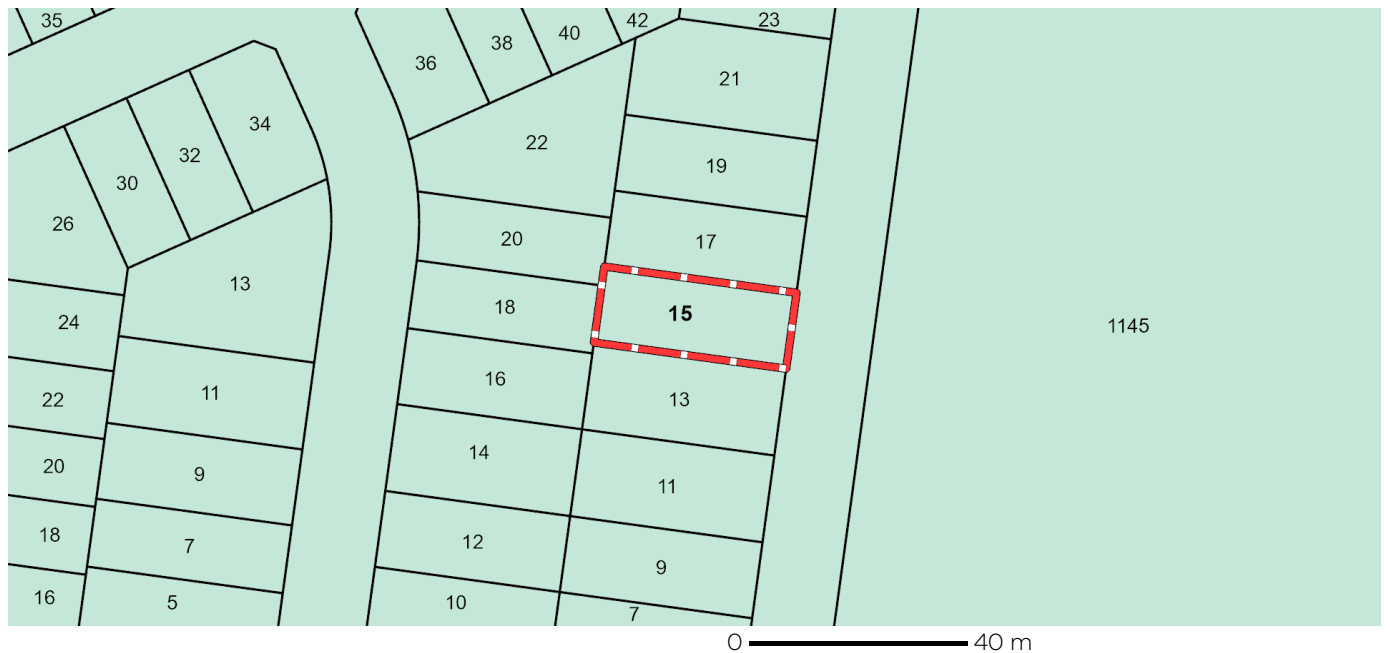
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

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



**Land added to the UGB since 2005**

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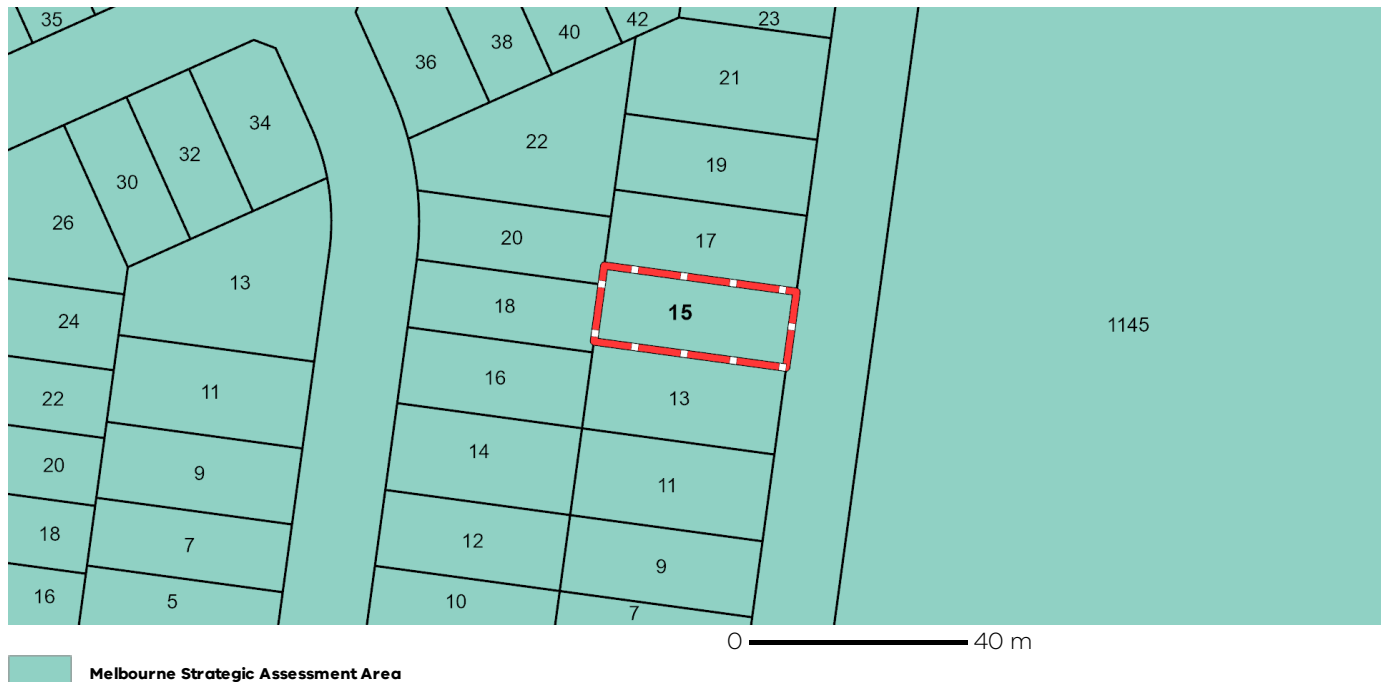
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



## Further Planning Information

Planning scheme data last updated on 23 September 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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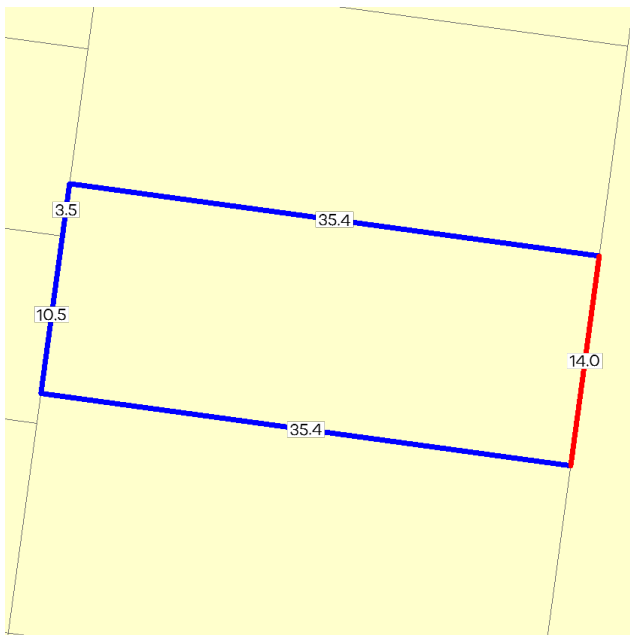
## PROPERTY DETAILS

Address: **15 INSTITUTE DRIVE DONNYBROOK 3064**  
Lot and Plan Number: **Lot 507 PS817166**  
Standard Parcel Identifier (SPI): **507\PS817166**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1062702**  
Directory Reference: **Melway 368 F5**

[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:** 495 sq. m

**Perimeter:** 99 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map





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

Application Number: BLD20206750

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

**Building Permit No. CBSU 60948/2113251728252**

#### Issued to

Agent of Owner **BPS Property Group Pty Ltd**  
Postal Address **Level 10, 720 Bourke Street Docklands** Postcode **3008**  
Address for serving or giving of documents: **Level 10, 720 Bourke Street Docklands** Postcode **3008**  
Contact Person **Porter Davis Lifestyle West** Telephone

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

Owner **Monique M Boldiston & Matthew A Barnes**  
Postal Address **33 Grattan Cove Craigieburn** Postcode **3064**

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

Number **15** Street/Road **Institute Drive** Suburb **Donnybrook** Postcode **3064**  
Lot/s **507** LP/PS **PS817166**

Municipal District **Whittlesea City Council**

#### Builder

Name **BPS Property Group Pty Ltd** Telephone **8751 2700**  
Address **Level 10, 720 Bourke Street Docklands 3008**

#### Details of Building Practitioners and Architects

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

Name	Category/class	Registration Number
BPS Property Group Pty Ltd	CDB -U	CDB-U49121

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

Name	Category/class	Registration Number
David Taylor	EC	EC 44769
Gordana Borkovic	EC	EC 31530

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

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

#### Details of Relevant Planning Permit

Planning Permit No: **N/A**

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

## Nature of Building Work

Description: **Detached Dwelling and Garage & Retaining Wall**

Storeys contained: **1**

BAL Level: **12.5**

Termite Zone: **No**

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

Cost of Building Work: **\$426,704.00**

Total floor area of new building work in m<sup>2</sup>: **287**

## Building classification

Part of Building: **Whole**

BCA Classification: **1a(a)**

Part of Building: **Whole**

BCA Classification: **10a**

Part of Building: **Whole**

BCA Classification: **10b**

## Performance Solution

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

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Edge Overhangs Clause 3.2.2.7	P2.1.1
Waterproofing of External Balcony	P2.1.1 & P2.2.2
Masonry Mortar Mix Clause 3.3.5.0 & 3.3.5.4, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
Height of DPC above Ground Level for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Omission of Wall Opening Flashings Clause 3.3.5.8(b) & AS 4773.2, Clause 9.6.1	P2.2.2
Masonry Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
DPC/Flashing Setback from Face of Mortar in Masonry Veneer Wall Clause 3.3.5.0, 3.3.5.8(b) & AS4773.2	P2.2.2 & P2.2.3
Domestic Stair Entrance Tread Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Continuity of a Domestic Stair Handrail Part 3.9.2.4(a)	P2.5.1(b)(i)

## Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
Whittlesea City Council	Daylight to existing habitable room windows	81
Whittlesea City Council	Daylight to habitable room windows	85

## Protection Work

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

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

The mandatory inspection notification stages are:

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

### **Occupation or Use of Building:**

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

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

### **Commencement and Completion**

This building work must commence by 13 April 2022

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

This building work must be completed by 13 April 2023

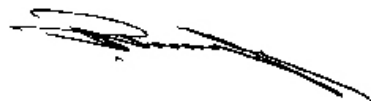
If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### **Conditions**

This permit is subject to the following conditions

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

### **Relevant Building Surveyor**



Name: **DJM Building Consultants Pty Ltd**  
Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**  
Building practitioner registration no.: **CBSU 60948**  
Permit no.: **CBSU 60948/2113251728252**  
Date of issue of permit: **13 April 2021**



Application Number: BLD20206750

## **FORM 16**

Regulation 192

**Building Act 1993**

Building Regulations 2018

## **OCCUPANCY PERMIT**

### **Property Details**

Number: <b>15</b>	Street/Road: <b>Institute Drive</b>	Suburb: <b>Donnybrook</b>	Postcode: <b>3064</b>
Lot/s: <b>507</b>	LP/PS: <b>PS817166</b>	Volume:	Folio:
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>Whittlesea City Council</b>			

### **Building permit details**

Building permit number: **CBSU 60948/2113251728252**

Version of BCA applicable to building permit: **2019**

### **Building Details**

Part of building to which permit applies:	<b>Whole</b>
Permitted use:	<b>Dwelling</b>
BCA Class of building:	<b>1a(a)</b>
Maximum permissible floor live load:	<b>1.5 kPa</b>
Maximum number of people to be accommodated:	

Part of building to which permit applies:	<b>Whole</b>
Permitted use:	<b>Garage</b>
BCA Class of building:	<b>10a</b>
Maximum permissible floor live load:	<b>1.5 kPa</b>
Maximum number of people to be accommodated:	

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

Storeys contained: **1**

Effective height:

Rise in storeys (for Class 2-9 buildings):

Type of construction:

### **Performance solution**

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

Relevant performance requirement	Details of performance solution
Height of DPC above adjoining paving for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Omission of Wall Opening Flashings Clause 3.3.5.8(b) & AS 4773.2, Clause 9.6.1	P2.2.2
Masonry Veneer Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
DPC/Flashing Setback from Face of Mortar in Masonry Veneer Wall Clause 3.3.5.0, 3.3.5.8(b) & AS4773.2	P2.2.2 & P2.2.3
Domestic Stair Entrance Tread Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Continuity of a Domestic Stair Handrail Part 3.9.2.4(a)	P2.5.1(b)(i)

### Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Whittlesea City Council	Daylight to existing habitable room windows	81
Whittlesea City Council	Daylight to habitable room windows	85

### Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Cooking facilities are to be installed prior to occupation.
2. Power, gas, water and water tank/solar hot water system, if required, are to be provided to the dwelling prior to occupation.
3. Smoke alarms have been provided to the dwelling, regular maintenance inspections are the responsibility of the owner.

### Suitability for occupation

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

#### Inspection Records

Bored Piers Inspection

Date : 10/05/2021

#### Inspection Records

Pre-slab Inspection

Date : 19/05/2021

#### Inspection Records

Steel for Slab Inspection

Date : 21/05/2021

**Inspection Records**

Framework Inspection 1

Date : 23/06/2021

**Inspection Records**Retaining Wall Hole Inspection 1 & Occupancy  
Inspection

Date : 15/11/2021

**Relevant building surveyor**

Name:

**DJM Building Consultants Pty Ltd**

Address:

**Suite 6, 24 Lakeside Drive, Burwood East, 3151**

Email:

**permits@djmbc.com.au**

Building practitioner

registration no.:

**CBSU 60948**

Municipal district name:

**Whittlesea City Council**

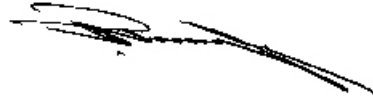
Occupancy Permit no.

**CBSU 60948/2113251728252**

Date of issue:

**16 November 2021**

Signature:



# Domestic Building Insurance

## Certificate of Insurance

**Monique Michelle Boldiston, Matthew Andrew Barnes****33 Grattan Cove  
CRAIGIEBURN  
VIC 3064**

Policy Number:

**C597670**

Policy Inception Date:

**08/04/2021**

Builder Account Number:

**007272**

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

### Policy Schedule Details

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

At the property: **Lot 507 Institute Drive DONNYBROOK VIC 3064 Australia**

Carried out by the builder: **BPS PROPERTY GROUP PTY LTD**

Builder ACN: **114935465**

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

For the building owner(s): **Monique Michelle Boldiston, Matthew Andrew Barnes**

Pursuant to a domestic building contract dated: **03/12/2020**

For the contract price of: **\$ 426,704.00**

Type of Cover: **Cover is only provided if BPS PROPERTY GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

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

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

### PLEASE CHECK

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

### IMPORTANT

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

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

**Period of Cover**

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

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

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

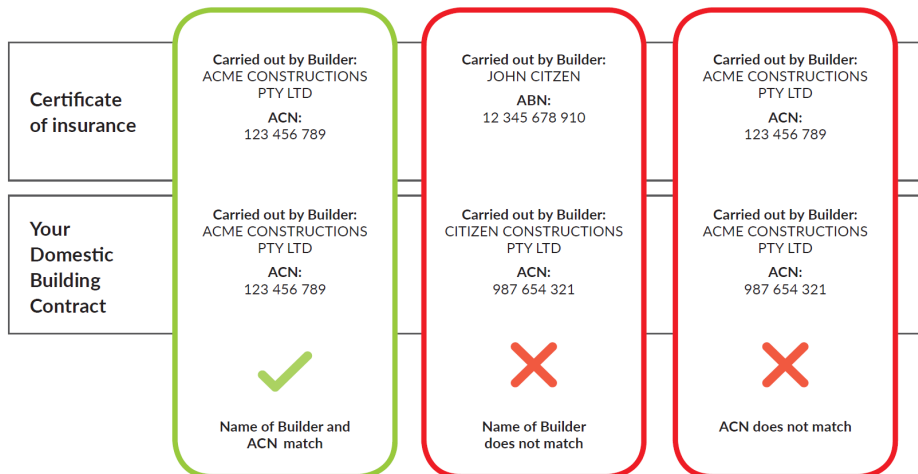
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$775.00</b>
GST:	<b>\$77.50</b>
Stamp Duty:	<b>\$85.25</b>
<b>Total:</b>	<b>\$937.75</b>

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

*Below are some example of what to look for*





M M Barnes  
15 Institute Drive  
DONNYBROOK VIC 3064

Assessment number: **1062702**



To receive your rates notice via email, register at [whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: **1F63032BFU**

Issue date: **05/08/2025**

### Instalment 1

**\$646.82**

Due By 30/09/2025

\* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$643.00**

Due By 30/11/2025

Instalment 3 **\$643.00**

Due By 28/02/2026

Instalment 4 **\$643.00**

Due By 31/05/2026

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

OR

Lump sum **\$2,575.82**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

#### Property Details 15 Institute Drive DONNYBROOK VIC 3064

LOT 507 PS 817166K

Owner: Barnes, Monique Michelle

Ward: North

#### Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$400,000	\$800,000	\$40,000
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

#### State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 800,000 x 0.00017300	\$138.40
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

#### Council Rates And Charges

General rate 40,000 x 0.04728680	\$1,891.47
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
<b>Total</b>	<b>\$2,575.82</b>

Payments received after 5 Aug 2025 may not be included on this notice

#### How to pay

[whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



Phone **1300 301 185**



Council Offices

See the back of this notice for opening hours and locations

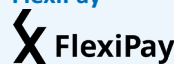
#### BPAY



Billers Code: 5157  
Ref: 1062702

BPAY this payment via internet or phone banking

#### FlexiPay

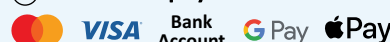


Set up your flexible payment options.



Scan the QR code or visit

[whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)



#### Post Billpay



Billpay Code: 0350  
Ref: 10627026

Pay in person at any post office:

131 816 or [postbillpay.com.au](https://postbillpay.com.au)

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



\*350 10627026



\*350 10627026

## Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

**Instalments** – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

**Lump sum** – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

## Payment plans

You can apply for an interest free payment plan at [whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au) using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au)

## Financial hardship

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

## Interest on late payments

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

Assessments with a current payment plan are not charged interest.

## Allocation of payments

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

## Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

## Date rates declared

17 June 2025

## Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

## Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au) or by calling 9217 2170.

Health care cards are not accepted.

## Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

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

## Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at [ratingvaluationobjections.vic.gov.au](http://ratingvaluationobjections.vic.gov.au)

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

## Objection to a rate or charge

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

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

## Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at [whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au) using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

## Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

## Change of name/address

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

## Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

## Privacy statement

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

### Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,891.47
Farm*	0.02837208	\$1,134.88

\* Eligible ratepayers can apply for farm rate.  
Please see Council's website for details on how to apply.



**City of  
Whittlesea**

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

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

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

Locked Bag 1, Bundoora MDC VIC 3083

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

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



**Free telephone  
interpreter service**

**131 450**

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

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

23rd September 2025

MIRROR IMAGE CONVEYANCING PTY LTD

Dear MIRROR IMAGE CONVEYANCING PTY LTD,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	15 INSTITUTE DRIVE DONNYBROOK 3064
<b>Applicant</b>	MIRROR IMAGE CONVEYANCING PTY LTD
<b>Information Statement</b>	30975475
<b>Conveyancing Account Number</b>	4706883576
<b>Your Reference</b>	6763KR

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

Property Address	15 INSTITUTE DRIVE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	15 INSTITUTE DRIVE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

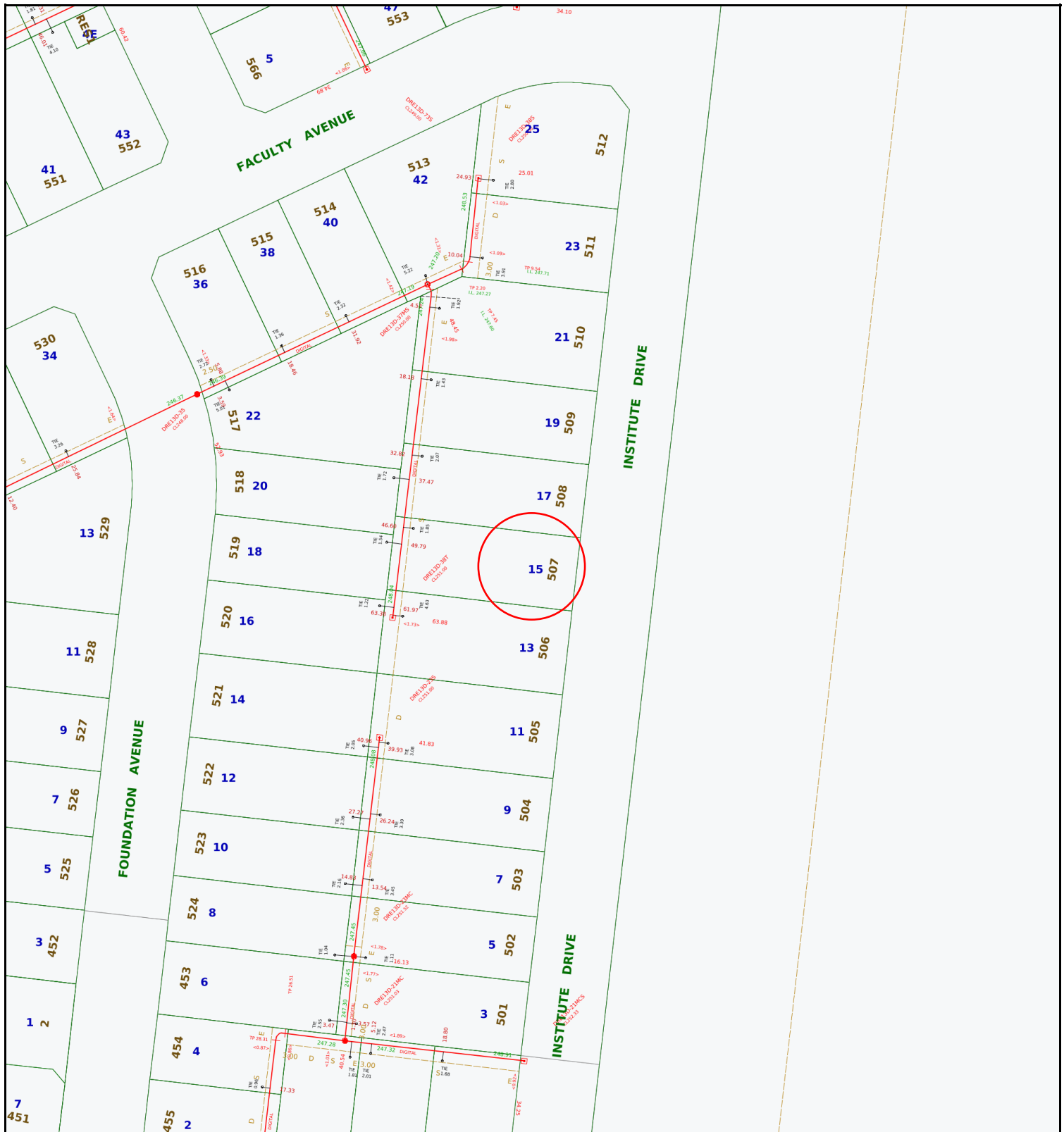
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30975475**

<b>Address</b>	15 INSTITUTE DRIVE DONNYBROOK 3064
<b>Date</b>	23/09/2025
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

25th February 2021

**Application ID: 486102**

**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
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1475183

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

#### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

**REMOVAL OF WATER METERS**

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

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

**DAMAGED OR STOLEN METERS**

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

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

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

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

**RECYCLED WATER CONDITIONS**

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

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

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

All pipework to be inspected by YVW <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

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

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

### **Recycled Water Supply**

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

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

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

## 1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

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

### 3.2. Rainwater Tanks

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

### 3.3. External Taps – Residential

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

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

#### 3.4. External Taps – Non-Residential

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

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

### 3.5. Laundry Use

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

### 3.6. Irrigation Systems

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

tested.

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

### 3.7. Regulatory Prohibition Hybrid Signs

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

## 4. Uses of Recycled Water

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

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

## 5. Plumbing Standards

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

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

## 6. Inspections For Recycled Water Plumbing Works

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

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

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

### (b) R2 – All internal pipework prior to plastering

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

### (c) R3– Commissioning prior to occupancy

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

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

**For inspection related enquiries:**  
**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**  
**Phone: 9872 2518**

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

## 7. Temporary Cross Connections

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

## 8. Tappings

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

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

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

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

## **12. Owner's Responsibility**

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

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

12.2. For Irrigation Systems:

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

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

## **SEWER**

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

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

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

MIRROR IMAGE CONVEYANCING PTY LTD  
emily@mirrorimageconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 3781441074  
**Rate Certificate No:** 30975475

**Date of Issue:** 23/09/2025  
**Your Ref:** 6763KR

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 INSTITUTE DR, DONNYBROOK VIC 3064	507\PS817166	5231762	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 35.000000kL x \$3.43420000 = \$44.57</i> <i>Step 1 – 0.000000kL x \$3.57240000 = \$78.67</i> Estimated Average Daily Usage \$1.38	28-05-2025 to 25-08-2025	\$123.24	\$123.24
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 1.854000kL x \$1.92590000 = \$3.57</i> <i>Recycled Water Usage – 3.146000kL x \$1.96810000 = \$6.19</i>	28-05-2025 to 25-08-2025	\$9.76	\$9.76
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$105.59
	<b>Total for This Property</b>		\$436.57



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

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

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

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

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

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

8. From 01/07/2025, 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 isn't available at this property yet**

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

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

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

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

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**Property No:** 5231762

**Address:** 15 INSTITUTE DR, DONNYBROOK VIC 3064

**Water Information Statement Number:** 30975475

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 37814410745

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**15 Institute Drive, Donnybrook**  
(Property)



PO Box 6065  
Point Cook VIC 3030  
**Tel: 03 9989 2290 / 0490 418 120**  
**Email: [kathryn@mirrorimageconveyancing.com.au](mailto:kathryn@mirrorimageconveyancing.com.au)**  
Ref: 6763/25/KR