

# Contract of Sale of Real Estate

**Property address**                    **10 BUTTERNUT STREET WOLLERT VIC 3750**

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.

## SIGNING OF THIS CONTRACT

**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* 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 agent authorised in writing by one of the parties - must be noted beneath the signature.

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

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

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

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

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

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

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

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

**Print name(s) of person(s) signing:**                    **MEENAKSHI NANDA AND RAGHU RAJA**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9465 7766 Mob:

Fax: 03 9464 3177 Ref:

#### Vendor

**MEENAKSHI NANDA AND RAGHU RAJA**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**  
954 High Street Reservoir Vic 3073  
Email: amal@melbournerec.com.au  
Tel: 94646732 Mob:

Fax: Ref: AJ:25/3601AJ

#### Purchaser

Name: .....  
Address: .....  
ABN/ACN: .....  
Email: .....

#### Purchaser's legal practitioner or conveyancer

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

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

The land is described in the table below –

| Certificate of Title reference | being lot | on plan   |
|--------------------------------|-----------|-----------|
| Volume 12499 Folio 267         | 105       | PS829732K |

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 title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **10 BUTTERNUT STREET WOLLERT VIC 3750**

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

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

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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

**Margin scheme**

**Settlement** (general condition 17)

**is due on** .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 30)

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 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

|                           |
|---------------------------|
| <b>Special conditions</b> |
|---------------------------|

**GST WITHHOLDING NOTICE**

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**GST Withholding Payment Details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
  - 3.3 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 is 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) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 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 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.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.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
  - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

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

- 4.1 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 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.

5.4 The purchaser must:

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

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

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

despite:

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

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

5.8 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.

5.9 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 of 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.

5.10 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.

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*

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.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or

9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 General Condition 12 is Deleted from this Contract.

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

## 10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## 11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## 12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## 13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## 14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

**15.1** Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

**16.1** If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:

**16.1.1** warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and

**16.2** If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:

**16.2.1** must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor

**16.2.2** The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.

**16.2.3** The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

**19.1** The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.

**19.2** If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:

(a) The lot liability of the property bears to the total liability of all of the lots on the plan; or

(b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

**19.2.2** On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

**19.3** The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

**20.1** If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

**20.2** If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

**20.3** The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## 21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## 22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## 23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## 24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## 25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**26. PROPERTY SOLD "AS IS"**

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

## GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

### SCHEDULE

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2024 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )  
**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

#### 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

#### 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

## 20. LOAN

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

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

### ***Moving to the country?***

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

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

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

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

|             |                                      |
|-------------|--------------------------------------|
| <b>Land</b> | 10 BUTTERNUT STREET WOLLERT VIC 3750 |
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|                      |                 |                    |
|----------------------|-----------------|--------------------|
| <b>Vendor's name</b> | MEENAKSHI NANDA | <b>Date</b><br>/ / |
|----------------------|-----------------|--------------------|

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

|                      |            |                    |
|----------------------|------------|--------------------|
| <b>Vendor's name</b> | RAGHU RAJA | <b>Date</b><br>/ / |
|----------------------|------------|--------------------|

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

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

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

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

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

# 1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

|  |    |  |
|--|----|--|
|  | To |  |
|--|----|--|

|  |
|--|
| Other particulars (including dates and times of payments): |
|--|

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

|   |                       |
|---|-----------------------|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPCC No. As attached |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?  | As attached           |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows    | As attached           |

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

**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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

**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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser..

**5 BUILDING PERMITS**

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

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

|  |
|--|
|  |
|--|

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

Page 1 of 1

VOLUME 12499 FOLIO 267

Security no : 124124499236W  
Produced 15/05/2025 04:28 PM

**LAND DESCRIPTION**

Lot 105 on Plan of Subdivision 829732K.  
PARENT TITLE Volume 10262 Folio 462  
Created by instrument PS829732K 31/08/2023

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
MEENAKSHI NANDA  
RAGHU RAJA both of 10 BUTTERNUT STREET WOLLERT VIC 3750  
AX255292N 14/09/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX255293L 14/09/2023  
WESTPAC BANKING CORPORATION

COVENANT PS829732K 31/08/2023

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AW300511P 24/11/2022

**DIAGRAM LOCATION**

SEE PS829732K 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: 10 BUTTERNUT STREET WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 14/09/2023

DOCUMENT END

# Imaged Document Cover Sheet

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|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS829732K</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>7</b>                |
| Document Assembled                              | <b>19/05/2025 16:53</b> |

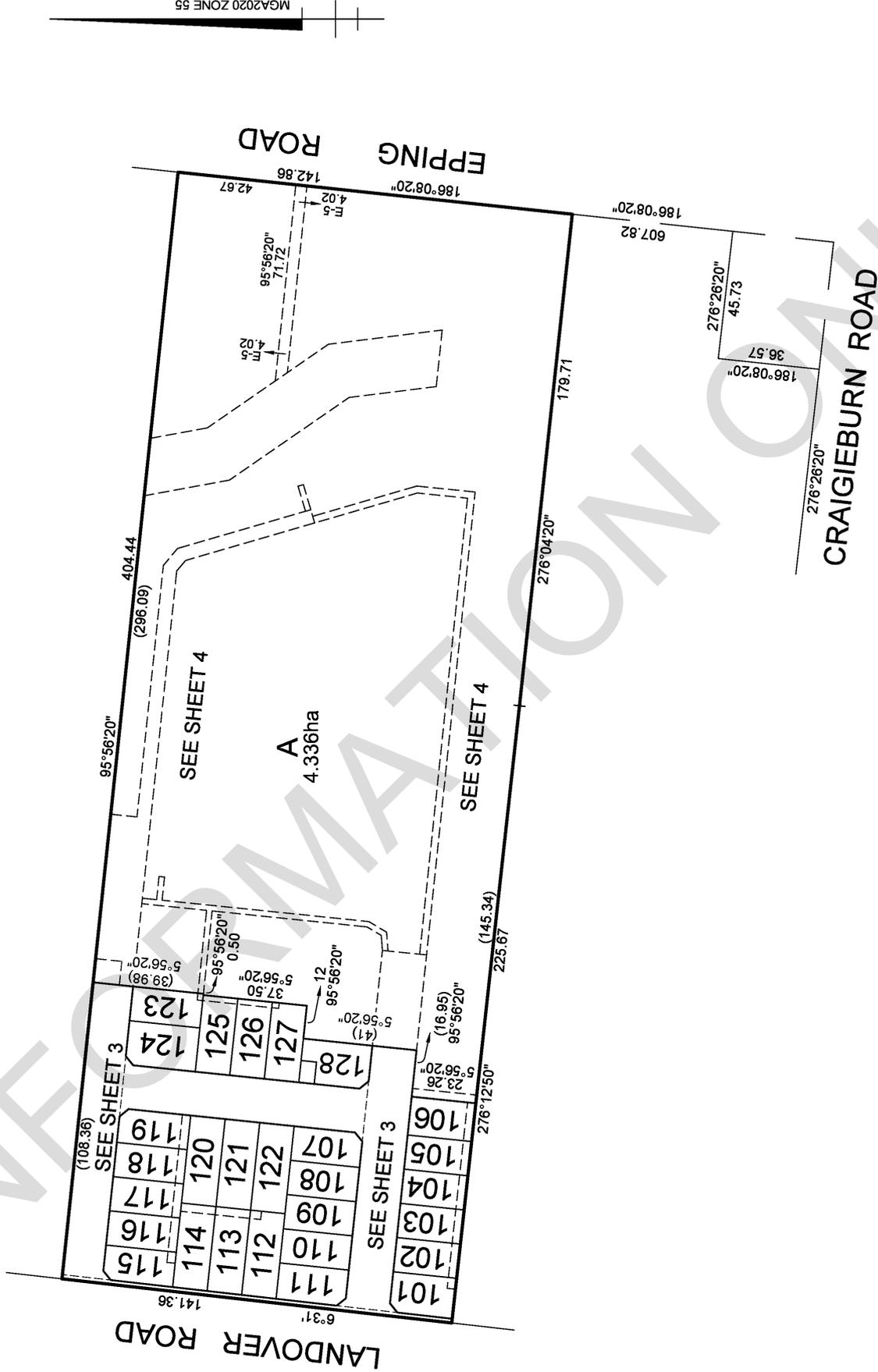
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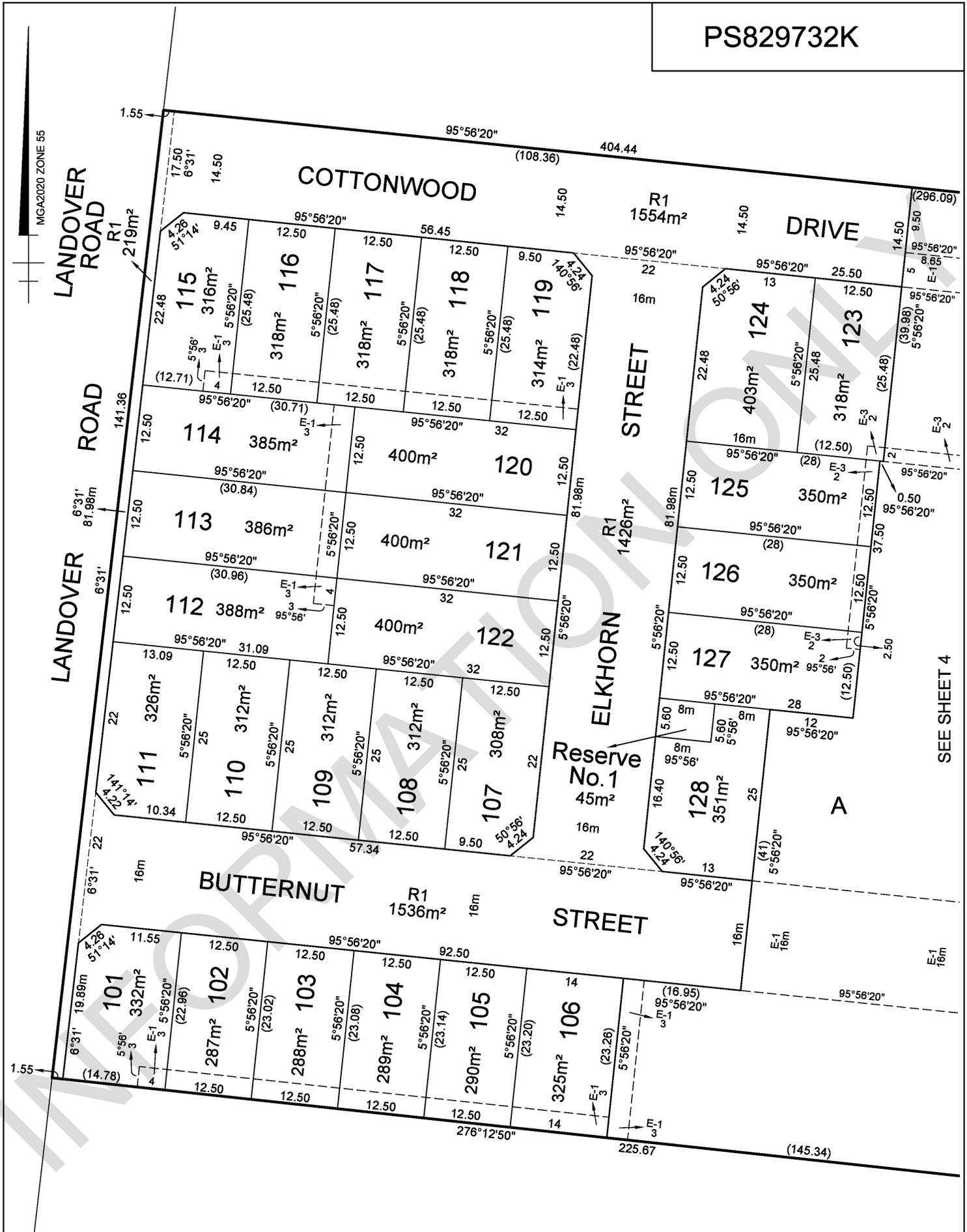
|  |  |  |                    |  |
|--|--|--|--------------------|--|
| <h1>PLAN OF SUBDIVISION</h1>   |  | <b>EDITION 1</b>   | <h1>PS829732K</h1> |  |
| <p><b>LOCATION OF LAND</b></p> <p>PARISH: <b>WOLLERT</b></p> <p>TOWNSHIP: ---</p> <p>SECTION: 19</p> <p>CROWN ALLOTMENT: ---</p> <p>CROWN PORTION: 1 (PART)</p> <p>TITLE REFERENCE: Vol. 10262 Fol. 462</p> <p>LAST PLAN REFERENCE: Lot 1 on TP970814D</p> <p>POSTAL ADDRESS: 405 Epping Road<br/>(at time of subdivision) WOLLERT VIC 3750</p> <p>MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55<br/>(of approx centre of land in plan) N: 5 836 550</p> |  | <p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610099<br/>Planning Permit Reference: 718154<br/>SPEAR Reference Number: S142375H</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988<br/>Date of original certification under section 6 of the Subdivision Act 1988: 26/03/2020</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 02/09/2022</p> <p><b>Statement of Compliance</b> issued: 18/08/2023</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A 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  |  |                    |  |
| Road R1<br>Reserve No. 1   | Whittlesea City Council<br>AusNet Electricity Services Pty Ltd |  |                    |  |
| <b>NOTATIONS</b>   |  | <p>Lots 101 to 128 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C &amp; D on Sheets 5 to 7 of this plan for details.</p> <p><b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>  |                    |  |
| DEPTH LIMITATION: Does Not Apply   |  |  |                    |  |
| <p><b>SURVEY:</b><br/>This plan is based on survey.</p> <p><b>STAGING:</b><br/>This is not a staged subdivision.<br/>Planning Permit No. 718154</p> <p>This survey has been connected to permanent marks no(s) PM43<br/>In Proclaimed Survey Area no .74</p>   |  |  |                    |  |
| <p><b>ACACIA VILLAGE - Stage 1</b><br/>Area of Release: 1.423ha<br/>No. of Lots: 28 Lots and Balance Lot A</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-1  | Drainage   | See Diagram  | This Plan          | Whittlesea City Council  |
|  | Sewerage   |  |                    | Yarra Valley Water Corporation                                       |
| E-2  | Sewerage   | 2.50   | This Plan          | Yarra Valley Water Corporation                                       |
| E-3  | Drainage   | 2  | This Plan          | Whittlesea City Council  |
| E-4  | Drainage   | 20.12  | LP81972            | Land in LP81972  |
| E-5  | Drainage   | 4.02   | LP81972            | Land in LP81972  |
|  |  |  |                    |  |
| <h1>TAYLORS</h1>   |  | <p><b>SURVEYORS FILE REF:</b> Ref. 21408-S1<br/>Ver. 11</p> <p>Digitally signed by: Mark Peter Grey, Licensed Surveyor,<br/>Surveyor's Plan Version (11),<br/>15/08/2022, SPEAR Ref: S142375H</p>  |                    | <p><b>ORIGINAL SHEET</b><br/>SIZE: A3</p> <p><b>SHEET 1 OF 7</b></p> |
| <p>Urban Development   Built Environments   Infrastructure</p> <p>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168<br/>Tel: 61 3 9501 2800   Web: taylorss.com.au</p>   |  | <p><b>PLAN REGISTERED</b></p> <p>TIME: 8:15am DATE: 31/08/2023<br/>L.Hawkins<br/>Assistant Registrar of Titles</p>   |                    |  |

PS829732K



|  |  |  |  |                          |         |
|--|--|--|--|--------------------------|---------|
| <p><b>TAYLORS</b><br/>                 Urban Development   Built Environments   Infrastructure<br/>                 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168<br/>                 Tel: 61 3 9501 2800   Web: taylors.com.au</p> | Digitally signed by: Mark Peter Grey, Licensed Surveyor,<br>Surveyor's Plan Version (11),<br>15/08/2022, SPEAR Ref: S142375H | Digitally signed by:<br>Whittlesea City Council,<br>02/09/2022,<br>SPEAR Ref: S142375H | ORIGINAL SHEET<br>SIZE: A3   | Ref. 21408-S1<br>Ver. 11 | SHEET 2 |
|  | SCALE<br>1:1500  | LENGTHS ARE IN METRES<br>15 0 15 30 45 60  | Digitally signed by: Mark Peter Grey, Licensed Surveyor,<br>Surveyor's Plan Version (11),<br>15/08/2022, SPEAR Ref: S142375H |                          |         |

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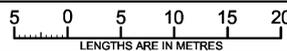


SEE SHEET 4



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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

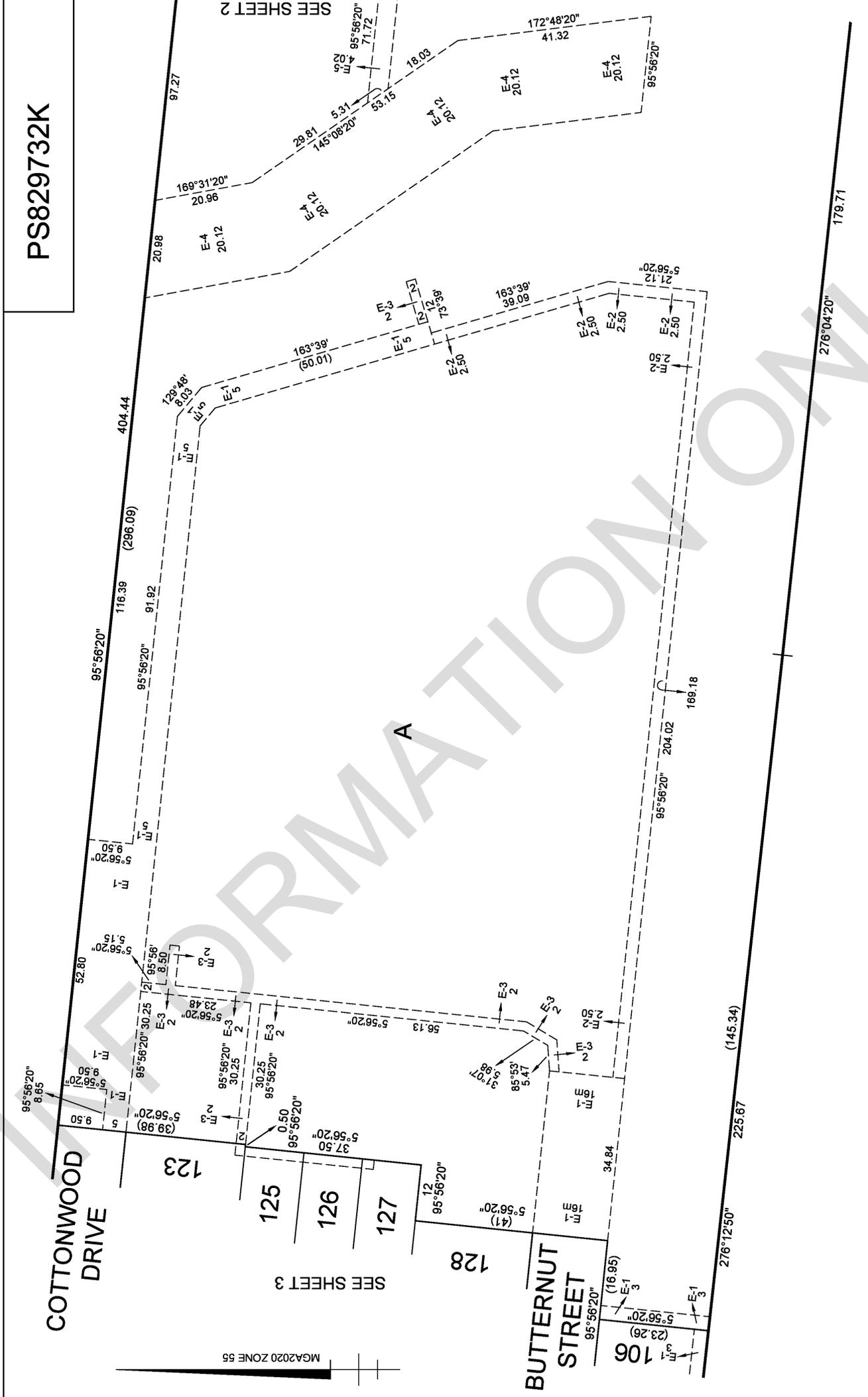
Ref. 21408-S1  
Ver. 11

SHEET 3

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 SPEAR Ref: S142375H

PS829732K



MGA2020 ZONE 55

COTTONWOOD DRIVE

BUTTERNUT STREET

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

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 SHEET 4

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 SPEAR Ref: S142375H

**CREATION OF RESTRICTION 'A'**

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

LAND TO BE BURDENED: See Table 1 below.  
 LAND TO BENEFIT: See Table 1 below.

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
  - (i) less than 900mm from the ground level wall that faces a side street; or
  - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

**NOTE:**  
 Restrictions A (2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

**TABLE 1**

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 101              | 102                          |
| 106              | 105                          |
| 107              | 108, 122                     |
| 108              | 107, 109, 122                |
| 109              | 108, 110, 112, 122           |
| 110              | 109, 111, 112                |
| 111              | 110, 112                     |
| 112              | 109, 110, 111, 113, 122      |
| 113              | 112, 114, 121                |
| 114              | 113, 115, 116, 117, 120      |
| 115              | 114, 116                     |
| 116              | 114, 115, 117                |

**TABLE 1 continued**

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 117              | 114, 116, 118, 120           |
| 118              | 117, 119, 120                |
| 119              | 118, 120                     |
| 120              | 114, 117, 118, 119, 121      |
| 121              | 113, 120, 122                |
| 122              | 107, 108, 109, 112, 121      |
| 123              | 124, 125                     |
| 124              | 123, 125                     |
| 125              | 123, 124, 126                |
| 126              | 125, 127                     |
| 127              | 126, 128                     |
| 128              | 127                          |

PS829732K

**CREATION OF RESTRICTION 'B'**

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

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
  - (i) less than 900mm from the ground level wall that faces a side street; or
  - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

**NOTE:**

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

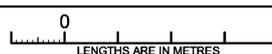
**TABLE 2**

| BURDENED LOT No. | SLHC TYPE | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------|------------------------------|
| 102              | A         | 101, 103                     |
| 103              | A         | 102, 104                     |
| 104              | A         | 103, 105                     |
| 105              | A         | 104, 106                     |



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SCALE

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SHEET 6

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Whittlesea City Council,  
02/09/2022,  
SPEAR Ref: S142375H

PS829732K

**CREATION OF RESTRICTION 'C'**

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

LAND TO BE BURDENED: Lots 101 to 128 on this plan.  
LAND TO BENEFIT: Lots 101 to 128 on this plan.

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction must not :-

- Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
- Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

**CREATION OF RESTRICTION 'D'**

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

LAND TO BE BURDENED: See Table 3 below.  
LAND TO BENEFIT: See Table 3 below.

**DESCRIPTION OF RESTRICTION**

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

Build or permit to be built or remain on the lot any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of one metre from the other side boundary of that lot in order to provide the required reasonable access for maintenance of any sewer assets at the rear of the lot by the relevant authority.

TABLE 3

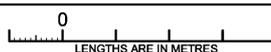
| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 101              | 102                          |
| 102              | 101, 103                     |
| 103              | 102, 104                     |
| 104              | 103, 105                     |
| 105              | 104, 106                     |
| 106              | 105                          |
| 112              | 109, 110, 111, 113, 122      |

TABLE 3 continued

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 113              | 112, 114, 121                |
| 114              | 113, 115, 116, 117, 120      |
| 115              | 114, 116                     |
| 116              | 114, 115, 117                |
| 117              | 114, 116, 118, 120           |
| 118              | 117, 119, 120                |
| 121              | 113, 120, 122                |

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorss.com.au](http://taylorss.com.au)

SCALE

ORIGINAL SHEET  
SIZE: A3Ref. 21408-S1  
Ver. 11

SHEET 7

Digitally signed by: Mark Peter Grey, Licensed Surveyor,  
Surveyor's Plan Version (11),  
15/08/2022, SPEAR Ref: S142375H

Digitally signed by:  
Whittlesea City Council,  
02/09/2022,  
SPEAR Ref: S142375H



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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|----------------------|------------------------|----------------|-----------|
| Status               | Registered             | Dealing Number | AW300511P |
| Date and Time Lodged | 24/11/2022 01:20:37 PM |                |           |

### Lodger Details

|             |              |
|-------------|--------------|
| Lodger Code | 17223H       |
| Name        | MADDOCKS     |
| Address     |              |
| Lodger Box  |              |
| Phone       |              |
| Email       |              |
| Reference   | TGM: 8475821 |

## APPLICATION TO RECORD AN INSTRUMENT

|              |          |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

10262/462

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

|               |                         |
|---------------|-------------------------|
| Name          | WHITTLESEA CITY COUNCIL |
| Address       |                         |
| Street Number | 25                      |
| Street Name   | FERRES                  |
| Street Type   | BOULEVARD               |
| Locality      | SOUTH MORANG            |
| State         | VIC                     |
| Postcode      | 3752                    |

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

---

### Execution

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

|                       |                               |
|-----------------------|-------------------------------|
| Executed on behalf of | WHITTLESEA CITY COUNCIL       |
| Signer Name           | REBEKAH PARIKH                |
| Signer Organisation   | PARTNERS OF MADDOCKS          |
| Signer Role           | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date        | 24 NOVEMBER 2022              |

---

### File Notes:

NIL

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Statement End.

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| Number of Pages<br>(excluding this cover sheet) | <b>21</b>               |
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Maddocks

Date / /

11/11/2022

## Agreement under section 173 of the Planning and Environment Act 1987

**Subject Land: 405 Epping Road, Wollert**

Purpose of Agreement: Public Open Space provision and Deferral of Development Contributions and Public Open Space Contributions.

City of Whittlesea

and

Wollert Epping Developments Pty Ltd ACN 625 963 028



Maddocks

---

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---

## Agreement under section 173 of the Planning and Environment Act 1987

Dated        /        / 11/11/2022

---

### Parties

|            |  |
|------------|--|
| Name       | <b>City of Whittlesea</b>                |
| Address    | <b>25 Ferres Boulevard, South Morang</b> |
| Short name | <b>Council</b>                           |

|            |  |
|------------|--|
| Name       | <b>Wollert Epping Developments Pty Ltd ACN 625 963 028</b>     |
| Address    | <b>Level 2, 117 McLachlan Street Fortitude Valley QLD 4006</b> |
| Short name | <b>Owner</b>   |

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. Conditions 7, 25 and 31 of the Planning Permit requires the owner to enter into an agreement to provide for development contributions, a public open space contribution and implementation of a public infrastructure plan.
- G. The Owner has asked Council to agree to a deferral of the payment of the Development Contributions on Stage 4 . In accordance with section 46N(1)(d) of the Act Council has agreed to the request on the terms set out in this Agreement.
- H. The Parties also wish to record the manner in which the Public Open Space Contribution is required to be made.

- I. The Owner has asked Council to agree to a deferral of the payment of the Public Open Space Contribution which is required to be made in respect of Stage 4 . Council has agreed to the request on the terms set out in this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## The Parties agree:

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Averaged Equalisation Payment Rate "A"** means the total Equalisation Payment due for Property 27-R divided by the total NDA (Hectare) for Property 27-R as specified in Schedule 3.

**Averaged Equalisation Payment Rate "B"** means the total Equalisation Payment due for Property 27-E divided by the total NDA (Hectare) for Property 27-E as specified in Schedule 3

**Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Developable Land** means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Development Contributions Plan** means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Endorsed Plan** means the plan endorsed with the stamp of Council and which is attached to this Agreement as Annexure "A".

**Equalisation Payment** means the amount specified in Schedule 3 and Schedule 4 as the equalisation payment required to be paid either to or by the Owner in respect of Property 27-R or Property 27-E, as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 3.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

**Indexation** means an annual adjustment to an amount carried out using the CPI as the adjustment index unless a different adjustment index is specified in this Agreement:

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Net Developable Hectare** means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

**Net Developable Area** means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

**Open Space Equalisation** means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

**Open Space Land** means unencumbered land for public open space which is identified in Schedule 3 and Schedule 4 as the case may be.

**Open Space Land Value** means the amount specified in Schedule 3 and Schedule 4 as the case may be as the Open Space Land Value.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

**Party or Parties** means the parties to this Agreement.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Permit** means the planning permit referred to in Schedule 2, as amended from time to time.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Property 27-R** means property 27-R as identified in Plan 8 of the Development Contributions Plan.

**Property 27-E** means property 27-E as identified in Plan 8 of the Development Contributions Plan.

**Provision Trigger** means the milestone or provision trigger set out in the relevant column of **Error! Reference source not found.** or Schedule 4 as the case may be.

**Public Open Space Contribution** means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

**Stage 4** means Stage 4 as depicted on plan '21408 MP 8 SUB' dated 5 July 2021 set out at Annexure "A" to this Agreement.

**Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

**Subject Land** means all of the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;

- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purpose and reasons for Agreement**

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 provide for the deferral of Development Contributions payable on Stage 4 of the Development;
- 3.2 to record the manner of provision of the public open space contribution in respect of the Subject Land;
- 3.3 provide for the deferral of the public open space contribution payable in respect of Stage 4; and
- 3.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

---

### **5. Deferral of the Development Infrastructure Levy**

The Parties agree that:

- 5.1 the Owner is liable to pay the Development Infrastructure Levy in relation to Stage 4 in accordance with condition 31 of the Planning Permit;

- 5.2 the full amount of the Development Infrastructure Levy which is otherwise payable in relation to Stage 4 is agreed to be deferred from prior to the issue of a Statement of Compliance which creates the lot comprising Stage 4 prior to the earlier of;
- 5.2.1 the issue of a Building Permit in respect of any buildings or works on the land comprising Stage 4; or
- 5.2.2 the issue of any further Statement of Compliance in respect of any further subdivision of Stage 4.

---

**6. Deferral of the Averaged Equalisation Payment Rate "B"**

The Parties agree that:

- 6.1 the Owner is liable to pay the Averaged Equalised Payment Rate "B" in relation to Stage 4 in accordance with condition 31 of the Planning Permit;
- 6.2 the full amount of the Averaged Equalisation Payment Rate "B" which is otherwise payable in relation to Property 27-E is agreed to be deferred from prior to the issue of a Statement of Compliance which creates the lot comprising Stage 4 prior to the earlier of;
- 6.2.1 the issue of a Building Permit in respect of any buildings or works on the land comprising Stage 4; or
- 6.2.2 the issue of any further Statement of Compliance in respect of any further subdivision of Stage 4 whichever occurs first.
- 6.3 the Averaged Equalisation Payment Rate "B" is to subject to Indexation from the date of this Agreement until it is paid.

---

**7. Public Open Space**

**7.1 Provision of Open Space Land**

The Owner must provide the Open Space Land to Council for municipal purposes:

- 7.1.1 by vesting the Open Space Land in Council;
- 7.1.2 with all utility services available to the Open Space Land;
- 7.1.3 on or before the relevant Provision Trigger if any is specified in Schedule 3 and Schedule 4, unless a later date is approved by Council; or
- 7.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or
- 7.1.5 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

**7.2 Environmental Assessment**

The Owner covenants and agrees that prior to providing any Open Space Land to Council in accordance with this Agreement, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and

unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the relevant precinct structure plan that applies to the Open Space Land.

### 7.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed and non-variable subject only to Indexation.

### 7.4 Open Space Equalisation

7.4.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 3 and Schedule 4.

7.4.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 3 and Schedule 4 as the case may be.

7.4.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the time set out in Schedule 3 and Schedule 4 as the case may be.

7.4.1 The Parties agree that prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and Schedule 4 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –

- (a) Council must pay to the Owner any amount that is identified as owing to the Owner; and
- (b) the Owner must pay to Council any amount that is identified as owing to Council.

### 7.5 Council acknowledgement

The parties acknowledge and agree that upon the Owner satisfying its obligations under clauses 7 and 7 , the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

---

## 8. Further obligations of the Parties

### 8.1 Transaction costs

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

### 8.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### 8.3 Further actions

The Owner:

- 8.3.1 must do all things necessary to give effect to this Agreement;
- 8.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 8.3.3 agrees to do all things reasonably necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

#### **8.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 8.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 8.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 8.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### **8.5 Interest for overdue money**

The Owner agrees that:

- 8.5.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 8.5.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

### **9. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

### **10. Owner's warranties**

- 10.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 10.2 The Owner warrants that:
  - 10.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

10.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

---

## **11. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 11.1.1 give effect to this Agreement; and
- 11.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## **12. General matters**

### **12.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 12.1.1 personally on the other Party;
- 12.1.2 by leaving it at the other Party's Current Address;
- 12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 12.1.4 by email to the other Party's Current Email.

### **12.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

### **12.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

### **12.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

### **12.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

## 12.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

---

## 13. GST

- 13.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

---

## 14. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

---

## 15. Amendment of Agreement

- 15.1 This Agreement may be amended in accordance with the Act.
- 15.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 15.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

---

## 16. Ending of Agreement

- 16.1 This Agreement ends:
- 16.1.1 in relation to a Residential Lot, upon the registration of a plan of subdivision which creates that Residential Lot;
  - 16.1.2 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
  - 16.1.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.

- 16.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 16.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 16.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 16.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 16.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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## Schedule 1

Wollert Development Contributions Plan (DCPO 16)

INFORMATION ONLY

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## Schedule 2

Whittlesea planning permit 718154 issued on 24 August 2019

INFORMATION ONLY

## Schedule 3

### Open Space Land – Residential\*

| PSP/DCP Property Number   | Net Developable Area (ha) | Open Space Land (ha) | Provision Trigger for the provision of the Open Space Land | Agreed Rate per hectare (\$2021/22 /Ha) | Open Space Land Value \$2021/22 (\$ / Ha) | Public Open Space Contribution liability (ha) @ 4.47% of NDA (2021/22) | Equalisation Payment (Owner to Council) (\$2021/22)        |
|---|---------------------------|----------------------|--|---|---|--|--|
| Property 27-R   | 4.49ha.                   | 0.00                 | N/A  | \$2,000,000                             | \$0.00                                    | \$401,580.65   | \$401,580.65   |
|   |                           |                      |  |   |   |  |  |
| <b>Total Equalisation Payment Due payable as Averaged Equalisation Payment Rate "A".</b>  |                           |                      |  |   |   |  | <b>\$401,580.65</b>  |
| <b>Timing of when the Averaged Equalisation Payment Rate "A" must be made</b>   |                           |                      |  |   |   |  | <b>Prior to the Statement of Compliance for each Stage</b> |
| <b>Averaged Equalisation Payment Rate "A" per Net Developable Hectare – 2021/22</b><br>(Total Equalisation Payment Due / Total NDHa of 4.49 Ha) |                           |                      |  |   |   |  | <b>\$89,438.90</b>   |

## Schedule 4

### Open Space Land – Employment\*

| PSP/DCP Property Number  | Net Developable Area (ha) | Open Space Land (ha) | Provision Trigger for the provision of the Open Space Land | Agreed Rate per hectare (\$2021/22 /Ha) | Open Space Land Value \$2021/22 (\$ / Ha) | Public Open Space Contribution liability (ha) @ 4.44% of NDA (\$2021/22) | Equalisation Payment (Owner to Council ) (\$2021/22)  |
|--|---------------------------|----------------------|--|---|---|--|---|
| Property 27- E   | 0.6                       | 0.00                 | N/A  | \$1,650,000                             | \$0.00                                    | \$43,953.26  | \$43,953.26   |
|  |                           |                      |  |   |   |  |   |
| <b>Total Equalisation Payment Due payable as an Averaged Equalisation Payment Rate "B".</b>  |                           |                      |  |   |   |  | <b>\$43,953.26</b>                                    |
| <b>Timing of when the Averaged Equalisation Payment Rate "B" must be made</b>  |                           |                      |  |   |   |  | <b>In accordance with clause 6 of this Agreement.</b> |
| <b>Averaged Equalisation Payment Rate "B" per Net Developable Hectare - 2021/22</b><br>(Total Equalisation Payment Due / Total NDHa of 0.6 Ha) |                           |                      |  |   |   |  |   |
|  |                           |                      |  |   |   |  |   |

## Schedule 5

### Subject Land

| Address                       | Land  | Owner   | Address of Owner  | Property Number            | Mortgage Y/N |
|-------------------------------|---|---|---|----------------------------|--------------|
| 405 Epping Road,<br>Wollert   | Certificate of Title<br>Volume 10262<br>Folio 462 | Wollert Epping<br>Developments Pty<br>Ltd ACN 625963<br>028 | Level 2 117<br>McLackland<br>Street Fortitude<br>Valley QLD<br>4006 | <b>Property<br/>27 - R</b> | Yes          |
| 405 Epping<br>Road<br>Wollert | Certificate of Title<br>Volume 10262<br>Folio 462 | Wollert Epping<br>Developments Pty<br>Ltd ACN 625963<br>028 | Level 2 117<br>McLackland<br>Street Fortitude<br>Valley QLD<br>4006 | <b>Property<br/>27 - E</b> | Yes          |

## Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, Sealed and Delivered for and on behalf, )  
and with the authority, of the **Whittlesea City** )  
**Council** by the member of Council staff )  
occupying the position or title of or acting in the )  
position of Manager Strategic Futures )  
in the presence of: )

DocuSigned by:

George Saisanas

9A91F272951E41D

DocuSigned by:

Matthew Barnes

12108A7FE324B2

### Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000

Executed as a deed by Wollert Epping Developments )  
Pty Ltd **ACN 625 963 028** in accordance with s 127(1) )  
and s 127(3) of the *Corporations Act 2001*: )  
)

Signature of Director

WAYNE ROBERT HAMBURGER

Print full name

Signature of Director/Company Secretary

Print full name

## Mortgagee's consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AS982435E consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED on behalf of  
**WESTPAC BANKING CORPORATION**  
by its attorney(s) under power of attorney  
dated 17 January 2001 Permanent Order  
Book No 277 page 016 in the presence of:

) By executing this document the attorney states  
) that they have received no notice of revocation  
) of the power of attorney.  
)  
)  
)  
)

  
\_\_\_\_\_  
Witness (signature)

  
\_\_\_\_\_  
Attorney (signature)

**KERRARD WEBSTER**  
\_\_\_\_\_  
Name of Witness (print name)

**ANDREW BROADFOOT**  
\_\_\_\_\_  
Name and Tier of Attorney (print)



**Date of issue**  
19/05/2025

**Assessment No.**  
1213263

**Certificate No.**  
172164

**Your reference**  
76816582-015-3

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 10 Butternut Street WOLLERT 3750

**Description:** LOT: 105 PS: 829732K

**AVPCC:** 110 Detached Dwelling

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2024       | 1 July 2024              | \$575,000              | \$300,000  | \$28,750         |

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

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

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

|   |           |                 |
|---|-----------|-----------------|
| General rate levied on 01/07/2024                     | \$967.19  |                 |
| Fire services charge (Res) levied on 01/07/2024       | \$132.00  |                 |
| Fire services levy (Res) levied on 01/07/2024         | \$35.93   |                 |
| Waste Service Charge (Res/Rural) levied on 31/03/2025 | \$51.85   |                 |
| Arrears to 30/06/2024                                 | \$0.00    |                 |
| Interest to 19/05/2025                                | \$1.00    |                 |
| Other adjustments                                     | \$0.00    |                 |
| Less Concessions                                      | \$0.00    |                 |
| Sustainable land management rebate                    | \$0.00    |                 |
| Payments  | -\$645.64 |                 |
| <b>Balance of rates &amp; charges due:</b>            |           | <b>\$542.33</b> |

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

|  |                 |
|--|-----------------|
| <b>Total rates, charges and other monies due</b> | <b>\$542.33</b> |
|--|-----------------|

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

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

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### ***Interest penalty on late payments***

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

## 6. Other information:



Authorising Officer

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

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

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

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **1213263**



Phone 1300 301 185  
Ref **1213263**



Billers Code **5157**  
Ref **1213263**

19th May 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

|  |   |
|--|---|
| <b>Property Address:</b>               | 10 BUTTERNUT STREET WOLLERT 3750                              |
| <b>Applicant</b>                       | Melbourne Real Estate Conveyancing C/- InfoTrack (<br>LANDATA |
| <b>Information Statement</b>           | 30941690  |
| <b>Conveyancing Account<br/>Number</b> | 7959580000  |
| <b>Your Reference</b>                  | 396012  |

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
- Build Over Easement

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 | 10 BUTTERNUT STREET WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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 | 10 BUTTERNUT STREET WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

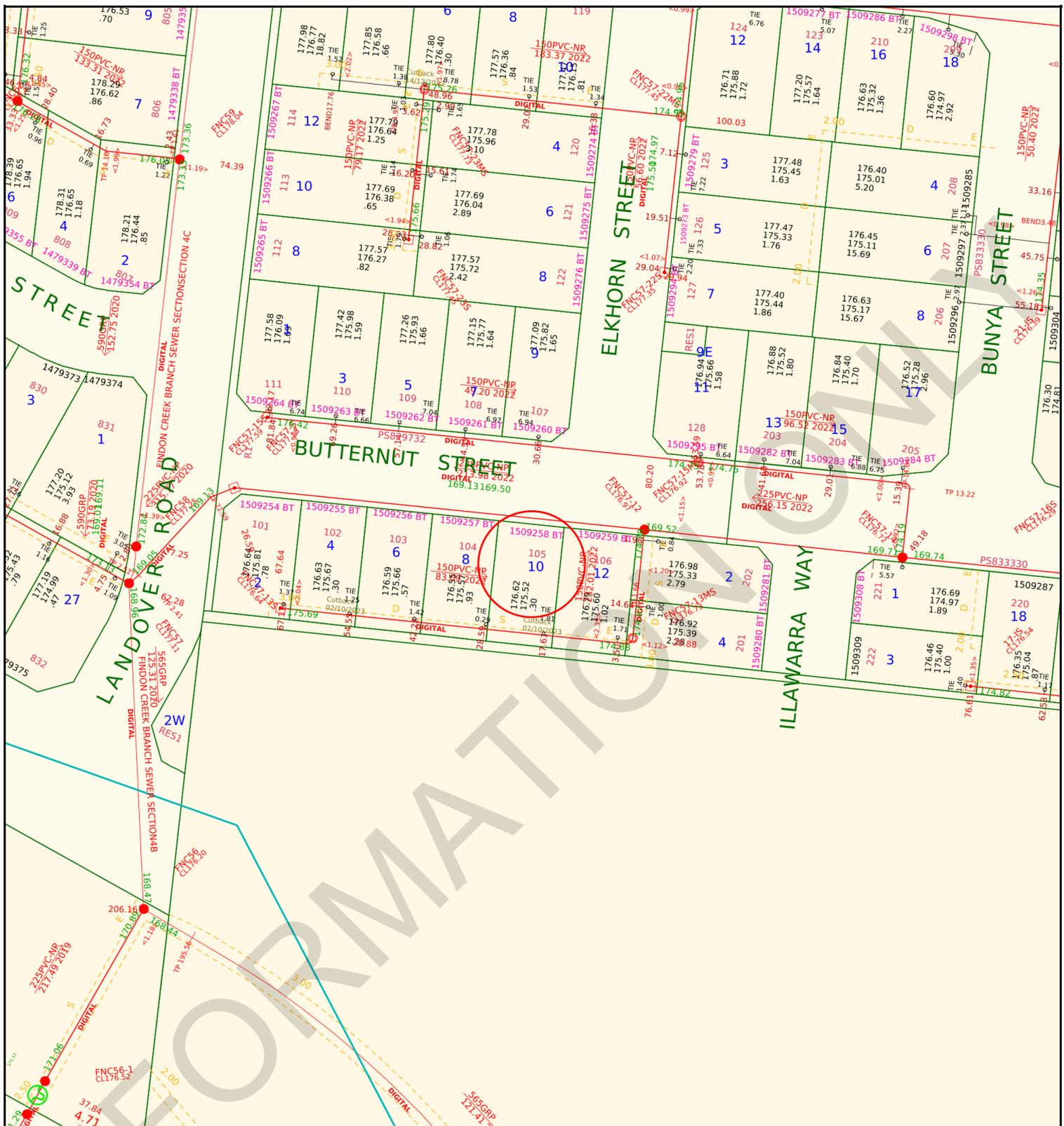
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30941690**

|                |                                  |
|----------------|----------------------------------|
| <b>Address</b> | 10 BUTTERNUT STREET WOLLERT 3750 |
| <b>Date</b>    | 19/05/2025                       |
| <b>Scale</b>   | 1:1000                           |



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

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

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

8th November 2023

**Application ID: 607597**

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

**Sewer**

**Connection Or Disconnection Details**

| <b>Sewer Connection Description</b> | <b>PSP Number</b> |
|-------------------------------------|-------------------|
| <b>Water &amp; Sewer Connection</b> | 1509258           |

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

of connection.

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

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

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

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

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

### **RECYCLED WATER CONDITIONS**

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

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

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

|  |  |
|--|--|
| This property must be connected to recycled water  |  |
| All toilets to be connected to recycled water  |  |
| Recycled water external taps front & back to be provided   |  |
| Laundry (washing machine stop tap) to be connected to recycled water   |  |
| All pipework to be inspected by YVW <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a> |  |
| All recycled water pipework to be purple as per AS3500   |  |
| Meters have not been moved. Only YVW can move the meters   |  |

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

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

**Recycled Water Supply**

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

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

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

## 1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

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

### 3.2. Rainwater Tanks

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

### 3.3. External Taps – Residential

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

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

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

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

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

### 3.5. Laundry Use

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

### 3.6. Irrigation Systems

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

tested.

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

### 3.7. Regulatory Prohibition Hybrid Signs

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

## 4. Uses of Recycled Water

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

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

## 5. Plumbing Standards

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

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

## 6. Inspections For Recycled Water Plumbing Works

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

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

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

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

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

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

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

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

**For inspection related enquiries:**

**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**

**Phone: 9872 2518**

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

## 7. Temporary Cross Connections

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

## 8. Tappings

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

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

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

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

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

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

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

12.2. For Irrigation Systems:

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

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

## **SEWER**

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

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

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

19th October 2023

**Application ID: 604718**

**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**

**Sewer**

**Connection Or Disconnection Details**

| <b>Sewer Connection Description</b> | <b>PSP Number</b> |
|-------------------------------------|-------------------|
| New YVW Sewer Branch                | 1509258           |

**Service Request Number: 8269292**

INFORMATION ONLY

## **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.

### **SEWER**

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

Any unused branches at the site must be cut and sealed.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

## **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.

INFORMATION ONLY

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 4949864360  
**Rate Certificate No:** 30941690

**Date of Issue:** 19/05/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

| Property Address                  | Lot & Plan   | Property Number | Property Type |
|-----------------------------------|--------------|-----------------|---------------|
| 10 BUTTERNUT ST, WOLLERT VIC 3750 | 105\PS829732 | 5294911         | Residential   |

| Agreement Type   | Period                              | Charges  | Outstanding |
|--|-------------------------------------|----------|-------------|
| Residential Water Service Charge   | 01-04-2025 to 30-06-2025            | \$20.64  | \$20.64     |
| Residential Sewer Service Charge   | 01-04-2025 to 30-06-2025            | \$118.20 | \$118.20    |
| Parks Fee  | 01-04-2025 to 30-06-2025            | \$21.74  | \$21.74     |
| Drainage Fee   | 01-04-2025 to 30-06-2025            | \$30.44  | \$30.44     |
| Usage Charges are currently billed to a tenant under the Residential Tenancy Act |                                     |          |             |
| <b>Other Charges:</b>  |                                     |          |             |
| Interest   | No interest applicable at this time |          |             |
| No further charges applicable to this property                                   |                                     |          |             |
| <b>Balance Brought Forward</b>   |                                     |          | \$7.30      |
| <b>Total for This Property</b>   |                                     |          | \$198.32    |



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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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

**Property No:** 5294911

**Address:** 10 BUTTERNUT ST, WOLLERT VIC 3750

**Water Information Statement Number:** 30941690

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 49498643608

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

30th September 2023

Sachin Bhola  
Fabulous Homes Australia  
care of  
info@fabhomesaustralia.com.au

Dear Sachin Bhola,

**APPLICATION FOR BUILD OVER CONDITIONS**

|                            |                                  |
|----------------------------|----------------------------------|
| <b>Application ID</b>      | 602001                           |
| <b>Property Address</b>    | 10 BUTTERNUT STREET WOLLERT 3750 |
| <b>Service Location ID</b> | 5294911                          |

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is cut and sealed and a new property connection branch is constructed by an Accredited Live Sewer Contractor and meets the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

The proposed house is not meeting the required 600mm horizontal clearance to the property connection branch. The branch will need to be cut, sealed and relocated to achieve the required clearance. To undertake these works, a New Branch/Minor Works application will need to be submitted online to engage a Live Sewer Contractor to have the branch relocated. These works must be completed before PIC can be issued. Alternatively, you can amend the plan and resubmit a new Build Over Easement application online and pay the associated fee.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

**Build Over Condition Summary \***

Residential or Habitable Structure

- cannot build over the sewer main and 600mm horizontal clearance is required
- cannot build over any sewer branch and 600mm horizontal clearance is required

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

## SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

| Height Clearance – height clearance is taken to be height of the walls |  |
|--|--|
| Depth to invert of sewer main  | Minimum height clearance above floor level       |
| Less than 2.7m   | 2.1m or depth of sewer main whichever is greater |
| 2.7m to 3.5m   | 2.7m   |

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

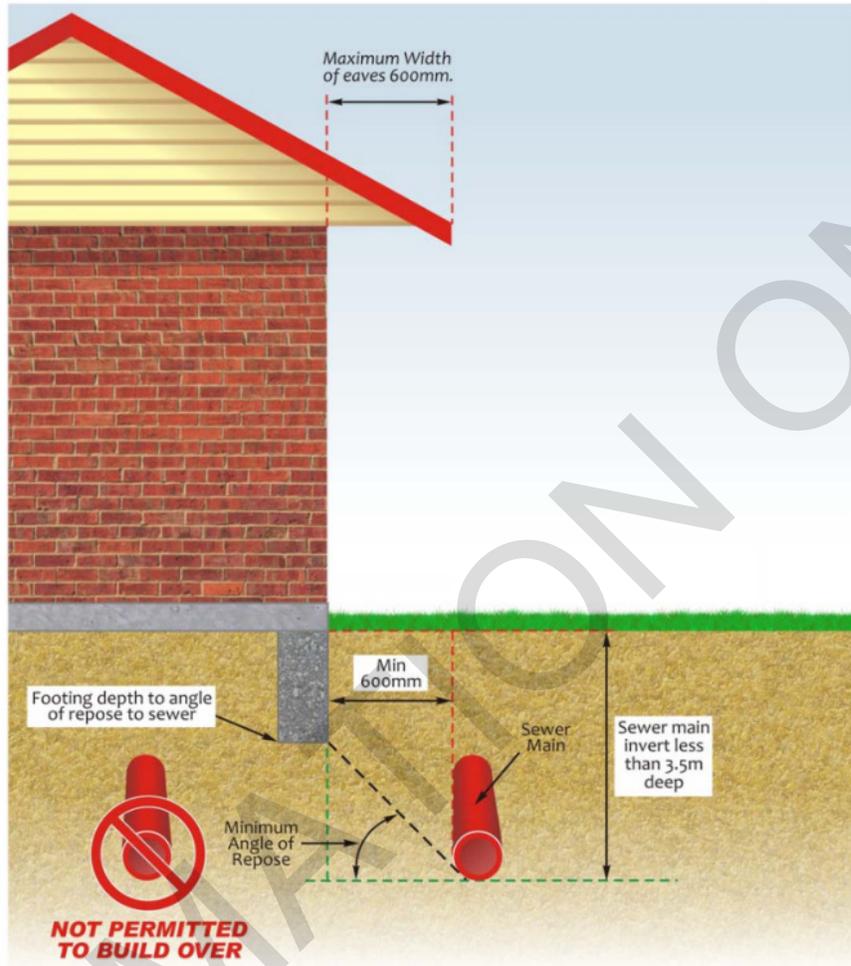
The existing sewer branch must be cut and sealed by one of Yarra Valley Water's approved live sewer contractors and a new branch constructed in a suitable location in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter which is available on the Yarra Valley website [www.yvw.com.au](http://www.yvw.com.au).

To complete the necessary work, you must apply for conditions at Yarra Valley Water details are available on the Yarra Valley website [www.yvw.com.au](http://www.yvw.com.au)

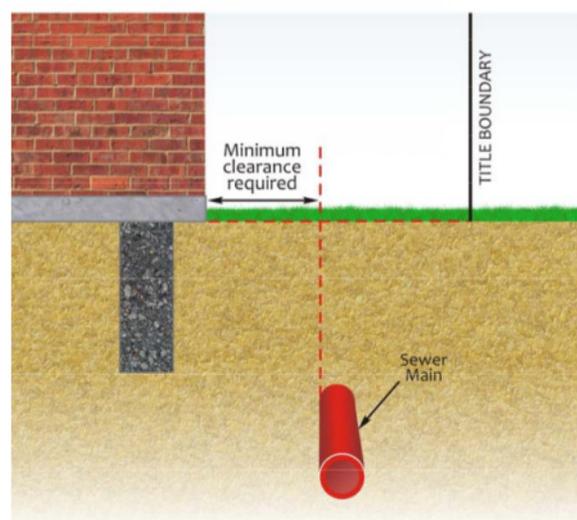
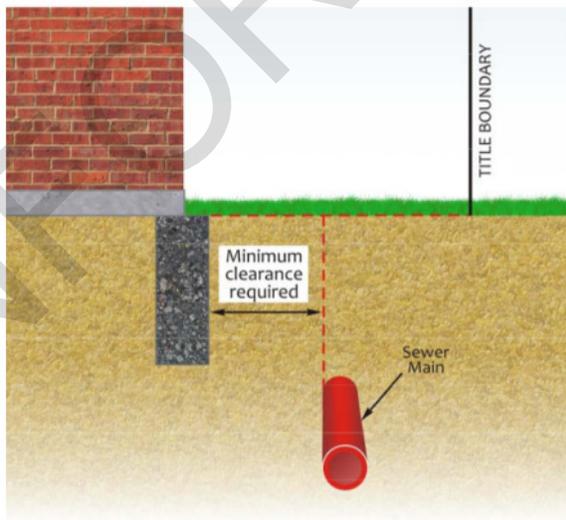
INFORMATION ONLY

# HABITABLE STRUCTURE

## SEWER MAIN INVERT LESS THAN 3.5 METRES HABITABLE STRUCTURE



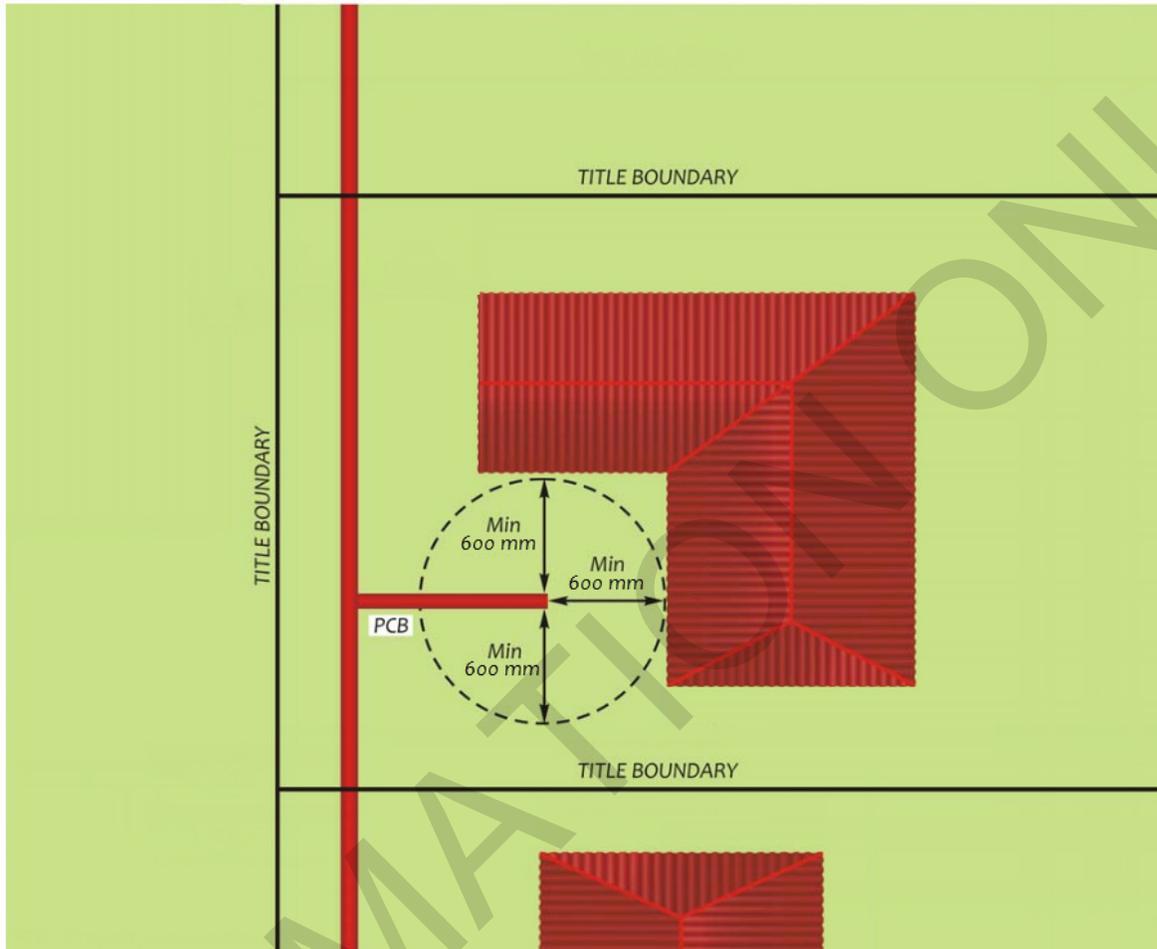
## CLEARANCES REQUIRED FROM ASSETS



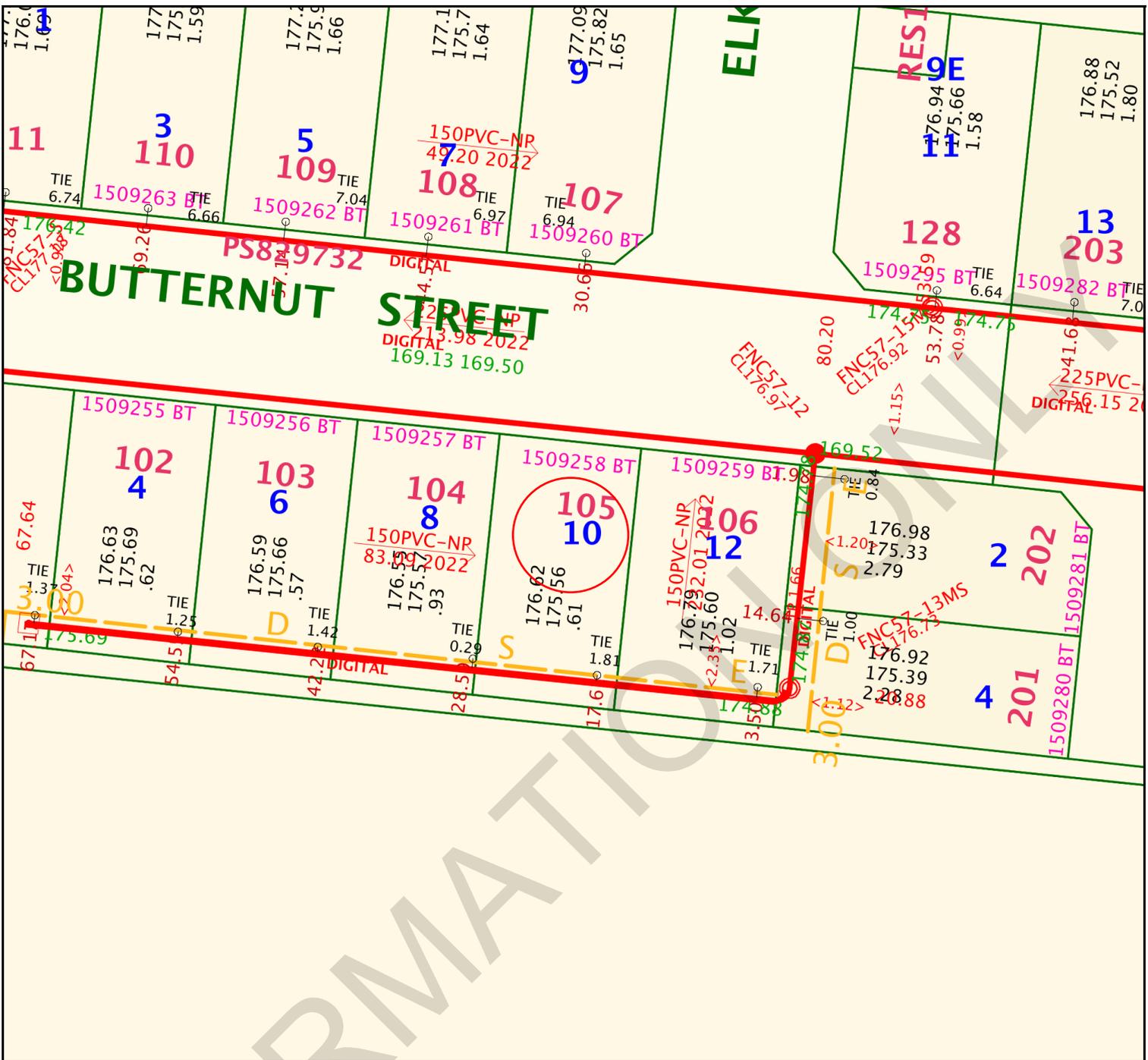
THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

# RESIDENTIAL PROPERTY CONNECTION BRANCH

## RESIDENTIAL PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



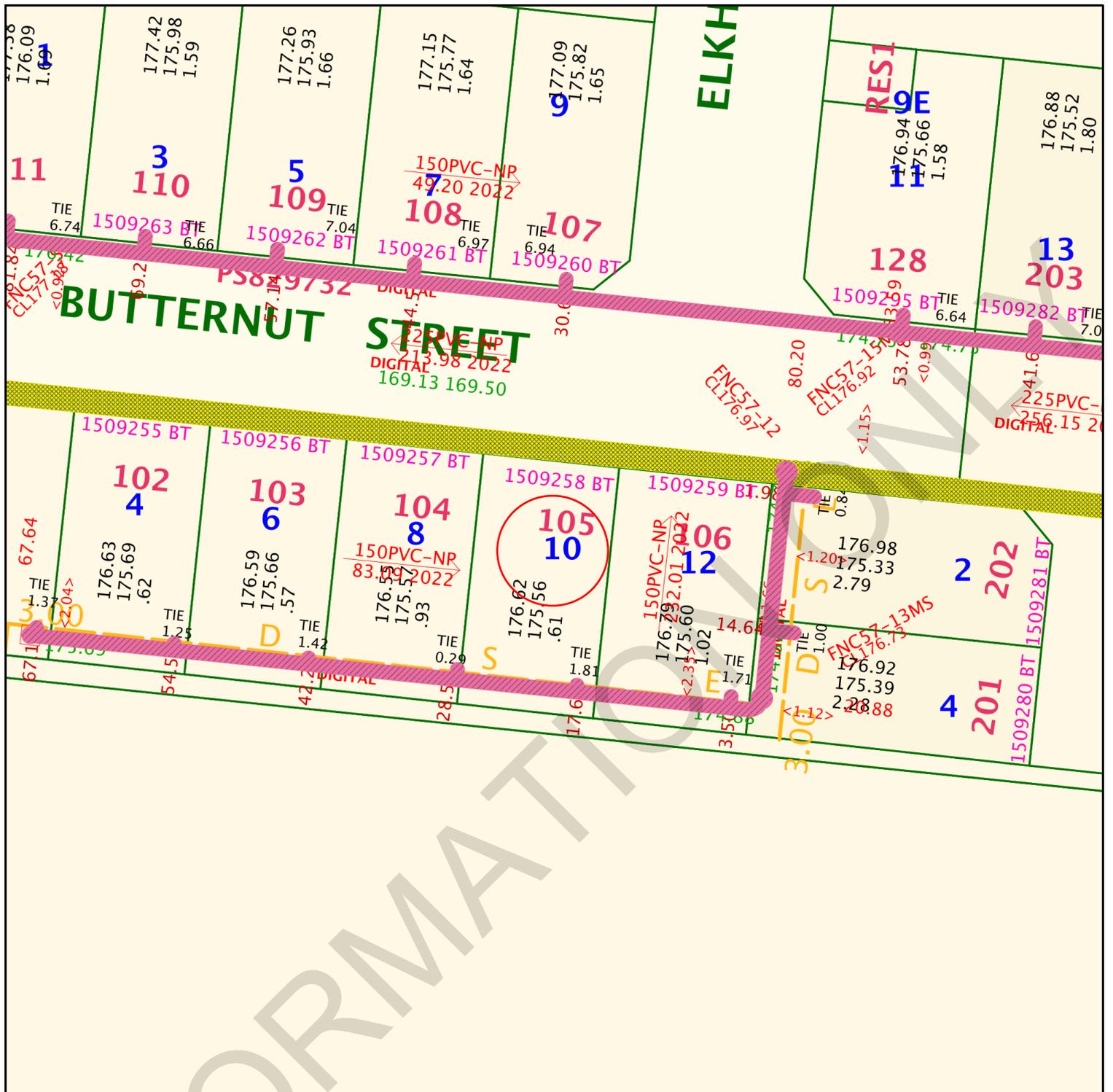
|   |   |   |   |
|---|---|---|---|
| <b>Yarra Valley Water</b><br><b>Sewerage Depth Offset</b><br><b>Asset Map</b> | <b>Address</b> 10 BUTTERNUT STREET WOLLERT 3750 |  |  |
|   | <b>Date</b> 30/09/2023                          |   |   |
|   | <b>Scale</b> 1:500                              |   |   |

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

|   |  |   |
|---|--|---|
| <b>Existing Title</b>  Gas Check Manhole    | <b>Abbreviation Pipe Material</b><br>VC VITREOUS CLAY<br>PVC-NP UPVC - Non Pressure<br>PVC-PW UPVC - Profile Wall<br>CONC CONCRETE<br>RC/UCON CC Re/Un-reinforced<br>PP_SW POLYPROYLENE<br>HDPE POLYETHYLENE<br>CI CAST IRON | <b>ASSET DETAILS</b><br><b>Pipe Size:</b> 150<br><b>Pipe Material:</b> PVC-NP<br><b>Average Depth (m):</b> 1.45<br><b>Branch Length (m):</b> 0.612<br><br>Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.<br>If pipe offset is not shown, it is unknown and will need to be proven on site.<br><b>YVW Ref:</b> 5294911 |
| <b>Proposed Title</b>  Inspection Shaft <br><b>Sewer Branch</b>  Pipe Junction <br><b>Existing Sewer</b>  Maintenance Shaft <br><b>Circular Manhole</b>  Maintenance Chamber <br><b>Sewer Offset</b>  End of Pipe <br><b>Abandoned Sewer</b>  Rectangular Manhole <br><b>Pump Station</b>  Ventilation  |  |   |





|  |   |   |   |
|--|---|---|---|
| <b>Yarra Valley Water</b><br><b>Build Over Plan Reference: Plan B</b><br><b>Residence &amp; Habitable Structures</b> | <b>Address</b> 10 BUTTERNUT STREET WOLLERT 3750 |  | <br>Yarra Valley Water<br>ABN 93 066 902 501 |
|  | <b>Date</b> 30/09/2023<br><b>Scale</b> 1:500    |   |   |

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

**Yarra Valley Water Application ID: 602001**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

| LEGEND                   | SYMBOL  | RELEVANT CONDITIONS AND REQUIREMENT   |
|--------------------------|---|---|
| Red circled area         |  | Your property's identification on the plan.                                   |
| Orange line              |  | Boundary of easement.   |
| Red shaded area          |  | Assets and area that cannot be built over except if conditions are specified. |
| Yellow hatched area      |  | Assets and area that cannot be built over.                                    |
| Green highlighted assets |  | Asset or easement that can be built over subject to conditions specified.     |

## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

# RESPONSIBILITY OF SEWER CONNECTION POINTS

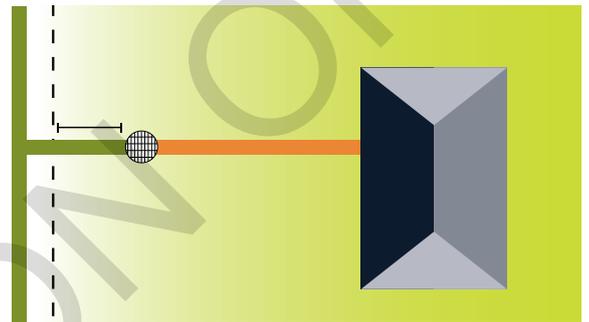


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

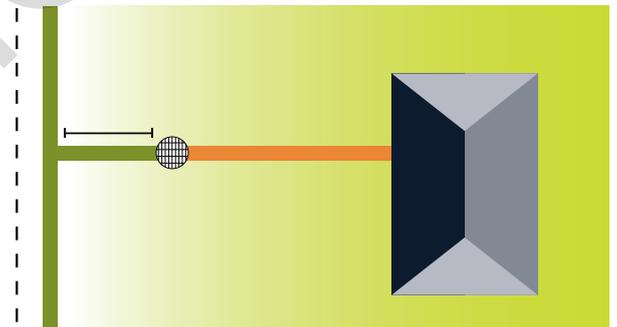
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

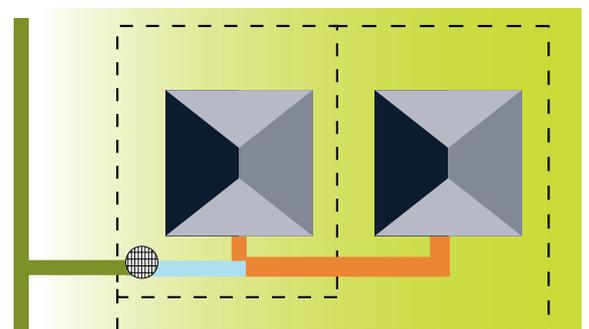
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



## COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



### KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3601AJ

Certificate No: 90965276

Issue Date: 19 MAY 2025

Enquiries: ESYSPROD

Land Address: 10 BUTTERNUT STREET WOLLERT VIC 3750

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 50168818 | 105 | 829732 | 12499  | 267   | \$1,353.75  |

Vendor: RAGHU RAJA & MEENAKSHI NANDA

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax    | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total  |            |
|---------------------|-------------------------|------------------|------------------|--------|------------|
| MRS MEENAKSHI NANDA | 2025                    | \$300,000        | \$1,350.00       | \$0.00 | \$1,181.25 |

Comments: Land Tax of \$1,350.00 has been assessed for 2025, an amount of \$168.75 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total    |
|---------------------|------|------------------|------------------|----------|
| MRS MEENAKSHI NANDA | 2024 | \$1,380.00       | \$0.00           | \$172.50 |

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$300,000

SITE VALUE (SV): \$300,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$1,353.75**

# Notes to Certificate - Land Tax

Certificate No: 90965276

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,350.00

Taxable Value = \$300,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,000.00

Taxable Value = \$300,000

Calculated as \$300,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90965276

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 90965276

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3601AJ

Certificate No: 90965276

Issue Date: 19 MAY 2025

Enquires: ESYSPROD

Land Address: 10 BUTTERNUT STREET WOLLERT VIC 3750

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 50168818 | 105 | 829732 | 12499  | 267   | \$0.00      |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment  |
|-------|---------------------------|----------------|-------------------------------------|--|
| 100   | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |

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

**Paul Broderick**  
Commissioner of State Revenue

|                         |           |
|-------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$300,000 |
| SITE VALUE:             | \$300,000 |
| CURRENT CIPT CHARGE:    | \$0.00    |

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90965276

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 25/3601AJ   |
| Certificate No: | 90965276    |
| Issue Date:     | 19 MAY 2025 |

**Land Address:** 10 BUTTERNUT STREET WOLLERT VIC 3750

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 105 | 829732 | 12499  | 267   |

**Vendor:** RAGHU RAJA & MEENAKSHI NANDA

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 90965276

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Biller Code: 416073  
Ref: 90965278

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 90965278

### Visa or Mastercard

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

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

### Important payment information

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

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

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

Your Ref: 76943816-019-8

6 June 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 10 (Lot 105) Butternut Street WOLLERT**

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

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

| Building Permit No     | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|------------------------|-------------|----------------------------|--------------------------------------|
| BSU20459-2884221402718 | 18/10/2023  | Dwelling & Garage          | 19/02/2025                           |

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

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

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

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

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

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

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



120 Northgate Drive  
Thomastown VIC 3074

P (03) 9465 1127  
F (03) 9464 1271

Application Number: BLD20231336

**FORM 2**

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**  
**Building Permit No. 2884221402718 18 October 2023**

**Issued to**

|   |   |                             |
|---|---|-----------------------------|
| Agent of Owner                              | <b>Fabulous Homes Australia Pty Ltd</b> |                             |
| ACN / ARBN                                  |   |                             |
| Postal Address                              | <b>4 Helm Court Epping</b>              | Postcode <b>3076</b>        |
| Email                                       | <b>sachin@fabhomesaustralia.com.au</b>  |                             |
| Address for serving or giving of documents: | <b>4 Helm Court Epping</b>              | Postcode <b>3076</b>        |
| Contact Person                              | <b>Fabulous Homes Australia Pty Ltd</b> | Telephone <b>0401320037</b> |

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

|                |   |                             |
|----------------|---|-----------------------------|
| Owner          | <b>Meenakshi Nanda &amp; Raghu Raja</b> |                             |
| ACN / ARBN     |   |                             |
| Postal Address | <b>23 Barmah Drive South Morang</b>     | Postcode <b>3752</b>        |
| Email          | <b>meenakshi.bhatia@monash.edu</b>      |                             |
| Contact Person | <b>Meenakshi Nanda &amp; Raghu Raja</b> | Telephone <b>0402469355</b> |

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

|   |                                     |                       |                      |
|---|-------------------------------------|-----------------------|----------------------|
| Number <b>10</b>                                  | Street/Road <b>Butternut Street</b> | Suburb <b>Wollert</b> | Postcode <b>3750</b> |
| Lot/s <b>105</b>                                  | LP/PS <b>PS829732K</b>              | Volume <b>12499</b>   | Folio <b>267</b>     |
| Crown allotment                                   | Section No                          | Parish                | County               |
| Municipal District <b>Whittlesea City Council</b> |                                     |                       |                      |

**Builder**

|  |                                 |                             |
|--|---------------------------------|-----------------------------|
| Name                                   | <b>CNG Traders P/L</b>          | Telephone <b>0401320037</b> |
| Address                                | <b>4 Helm Court Epping 3076</b> |                             |
| ACN/ARBN:                              |                                 |                             |
| Building practitioner registration no: | <b>CDB-U70865</b>               |                             |

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

**Details of Building Practitioners and Architects**

a) To be engaged in the building work

| Name            | Category/class | Registration Number |
|-----------------|----------------|---------------------|
| CNG Traders P/L | Builder        | CDB-U70865          |

(b) Who were engaged to prepare documents forming part of the application for this permit

| Name              | Category/class | Registration Number |
|-------------------|----------------|---------------------|
| Archirama Pty Ltd | Architect      | 51939               |
| Goktay Karabatak  | Engineer       | PE-0002351          |

#### Details of Domestic Building Work Insurance

| The issuer or provider of the required insurance policy is: | Insurance policy number | Insurance policy date |
|---|-------------------------|-----------------------|
| <b>VMIA Insurance</b>                                       | <b>C832001</b>          | <b>17/10/2023</b>     |

#### Details of Relevant Planning Permit

Planning Permit No: **N/A**

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

#### Nature of Building Work

Description: **Dwelling & Garage**

Storeys contains: **1**

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$285,000.00**

Total floor area of new building work in m<sup>2</sup>: **179**

#### Building classification

Part of Building: **Dwelling**

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

Part of Building: **Garage**

BCA Classification: **10a**

#### 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  |
|---------------------|------------------------------------|----------------|
| Yarra Valley Water  | Build Over Easement                | Regulation 130 |

#### Protection Work

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

#### Inspection Requirements

The mandatory inspection notification stages are:

1. BORED PIERS
2. PRE SLAB
3. SLAB STEEL
4. FRAME TO WALLS AND ROOF
5. FINAL AT COMPLETION OF ALL WORK

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

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

#### Commencement and Completion

This building work must commence by 18 October 2024

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 18 October 2025

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

**Relevant Building Surveyor**

Name: **Peter Rontogiannis**

Address: **120 Northgate Drive, Thomastown VIC 3074**

Email: **peter@absolutepermits.com.au**

Building practitioner registration no.: **BSU20459**

Municipal district: **Whittlesea City Council**

Permit no.: **2884221402718**

Date of issue of permit: **18 October 2023**



INFORMATION ONLY

# Building Permit No 2884221402718

## BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

- No works are to be undertaken until all remedial works of the sewer point required by Yarra Valley Water, have been completed to the satisfaction of the Relevant Building Surveyor and Yarra Valley Water.
- All Yarra Valley Water Build Over Easement conditions must be strictly complied with
- As subject site is designated bushfire prone area, construction must be in accordance with AS3959-2009 [Construction of Buildings in Bushfire Prone Areas] to comply with a Bushfire Attack Level of 12.5 [BAL-12.5].

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Application Number: BLD20231336

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018  
**OCCUPANCY PERMIT**

**This occupancy permit must be displayed in the following approved location: Not Required**

**Property Details**

|  |                                      |                        |                       |
|--|--------------------------------------|------------------------|-----------------------|
| Number: <b>10</b>                                  | Street/Road: <b>Butternut Street</b> | Suburb: <b>Wollert</b> | Postcode: <b>3750</b> |
| Lot/s: <b>105</b>                                  | LP/PS: <b>PS829732K</b>              | Volume: <b>12499</b>   | Folio: <b>267</b>     |
| Crown: allotment                                   | Section: No                          | Parish:                | County:               |
| Municipal District: <b>Whittlesea City Council</b> |                                      |                        |                       |

**Building permit details**

Building permit number: **BSU20459/2884221402718**  
Version of BCA applicable to building permit: **2022**

**Building Details**

| Part of building to which permit applies: | Permitted use: | BCA Class of building: | Maximum permissible floor live load: | Maximum number of people to be accommodated: |
|---|----------------|------------------------|--------------------------------------|--|
| <b>Dwelling</b>                           |                | <b>1a(a)</b>           | <b>1.5</b>                           |  |
| <b>Garage</b>                             |                | <b>10a</b>             | <b>1.5</b>                           |  |

Storeys contained: **1**  
Effective height:

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

**Inspection Approval dates for mandatory inspections that have been carried out are as follows:**

| Inspection type                 | Approved date |
|---------------------------------|---------------|
| BORED PIERS                     | 12/12/2023    |
| PRE SLAB                        | 12/12/2023    |
| SLAB STEEL                      | 14/12/2023    |
| FRAME TO WALLS AND ROOF         | 22/12/2023    |
| FINAL AT COMPLETION OF ALL WORK | 12/12/2024    |

**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. |
|---------------------|------------------------------------|-------------------------|
| Yarra Valley Water  | Build Over Easement                | Regulation 130          |

**Suitability for occupation**

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

**Relevant building surveyor**

Name: **Peter Rontogiannis**  
Address: **120 Northgate Drive, Thomastown VIC 3074**  
Email: **peter@absolutepermits.com.au**  
Building practitioner registration no.: **BSU20459**  
Municipal district name: **Whittlesea City Council**  
Occupancy Permit no. **BSU20459/2884221402718**  
Date of issue: **19 February 2025**  
Date of final inspection **12 December 2024**  
Signature:



INFORMATION ONLY

## Domestic Building Insurance

## Certificate of Insurance

Raghu Raja, Meenakshi Nanda  
23 Barmah Dr  
SOUTH MORANG  
VIC 3752

Policy Number:  
**C832001**

Policy Inception Date:  
**17/10/2023**

Builder Account Number:  
**405443**

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: **10 Butternut St WOLLERT VIC 3750 Australia**  
Carried out by the builder: **CNG TRADERS PTY LTD**  
Builder ACN: **633009499**

**!** 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): **Raghu Raja, Meenakshi Nanda**  
Pursuant to a domestic building contract dated: **07/01/2023**  
For the contract price of: **\$ 285,000.00**  
Type of Cover: **Cover is only provided if CNG TRADERS 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.

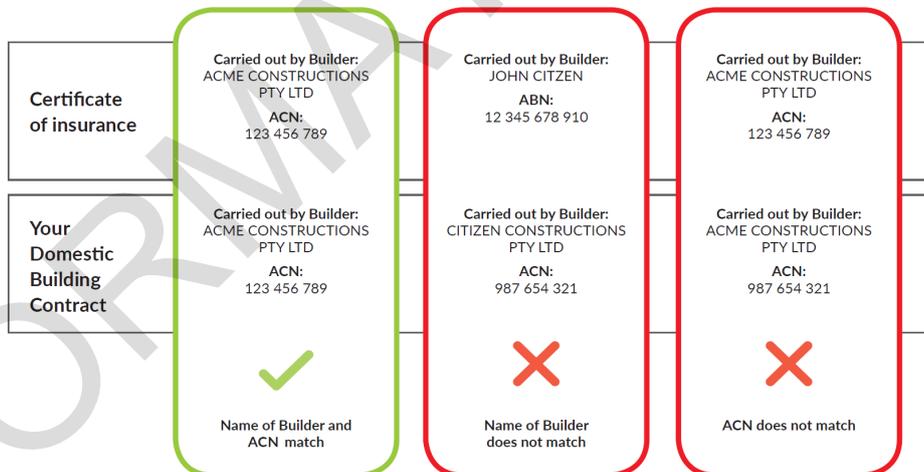
Issued by Victorian Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

|                   |                   |
|-------------------|-------------------|
| Base DBI Premium: | <b>\$2,178.00</b> |
| GST:              | <b>\$217.80</b>   |
| Stamp Duty:       | <b>\$239.58</b>   |
| <b>Total:</b>     | <b>\$2,635.38</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*



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1139775

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

NANDA, MEENAKSHI

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 105 PLAN PS829732 ALSO KNOWN AS 10 BUTTERNUT STREET WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- 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](https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-<br/>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/>

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)

19 May 2025

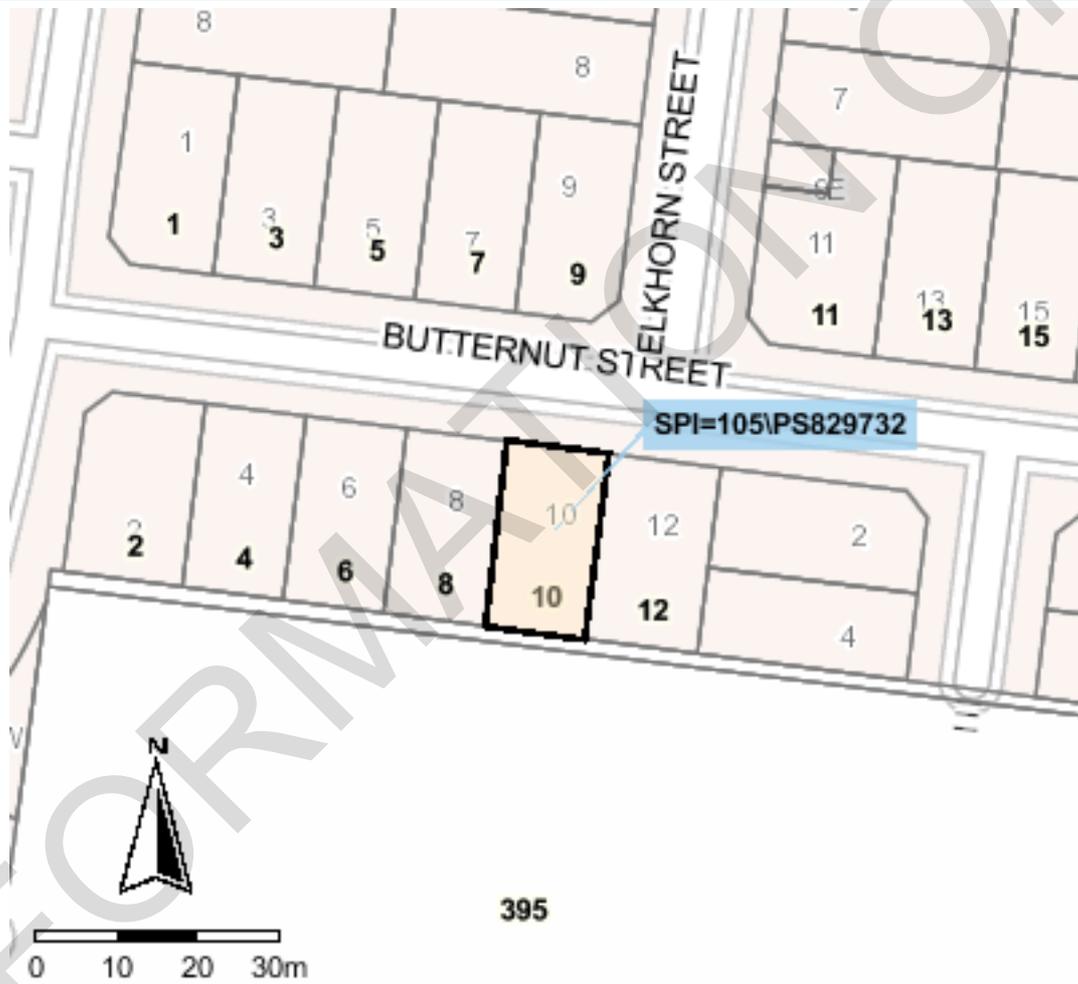
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 19th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10 BUTTERNUT STREET, WOLLERT 3750  
CITY OF WHITTLESEA

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

Date of issue: 19th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76816582 - 76816582164624 '396012'**

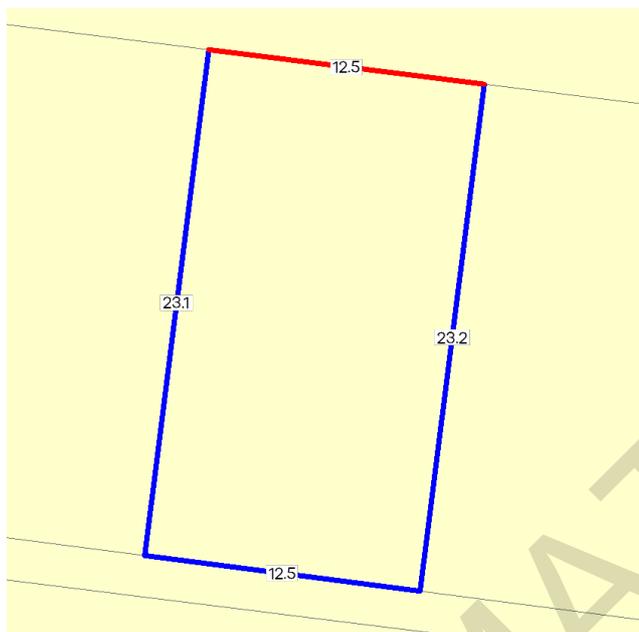
## PROPERTY DETAILS

Address: **10 BUTTERNUT STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 105 PS829732**  
Standard Parcel Identifier (SPI): **105\PS829732**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1213263**  
Directory Reference: **Melway 389 B10**

[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:** 289 sq. m

**Perimeter:** 71 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

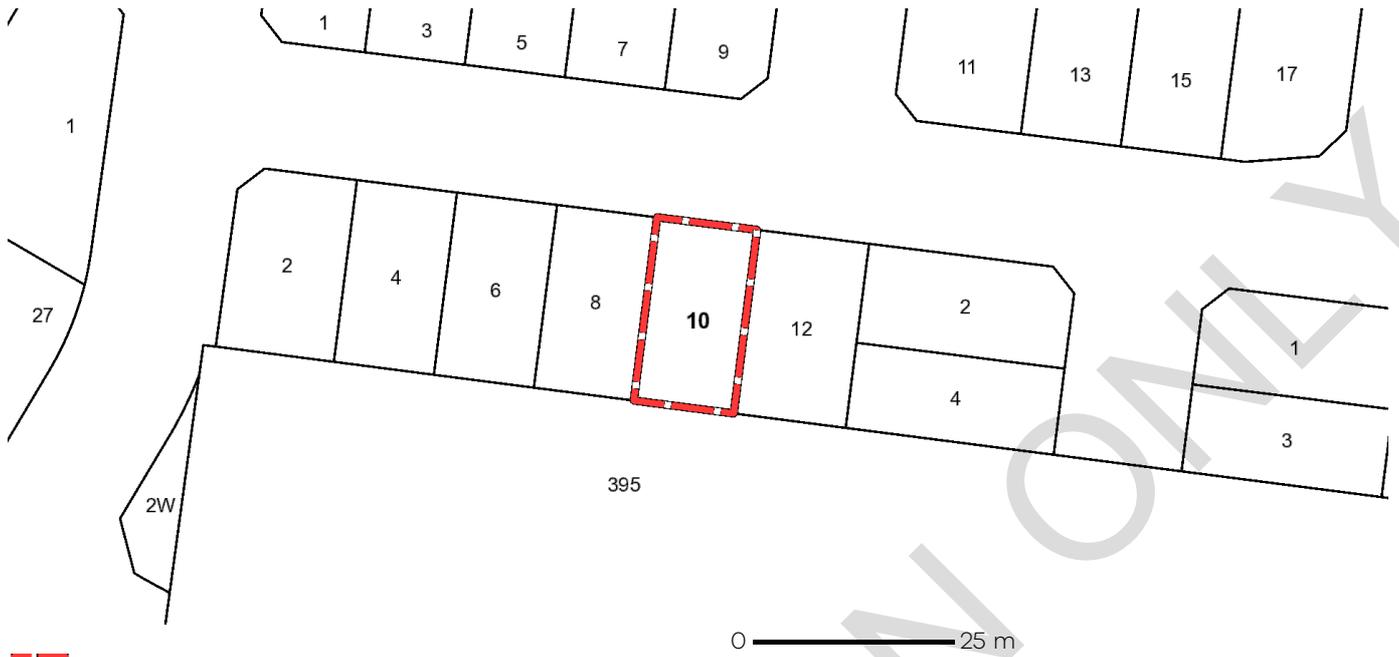
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



 Selected Property

INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 June 2025 04:58 PM

## PROPERTY DETAILS

Address: **10 BUTTERNUT STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 105 PS829732**  
Standard Parcel Identifier (SPI): **105\PS829732**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1213263**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 389 B10**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Note

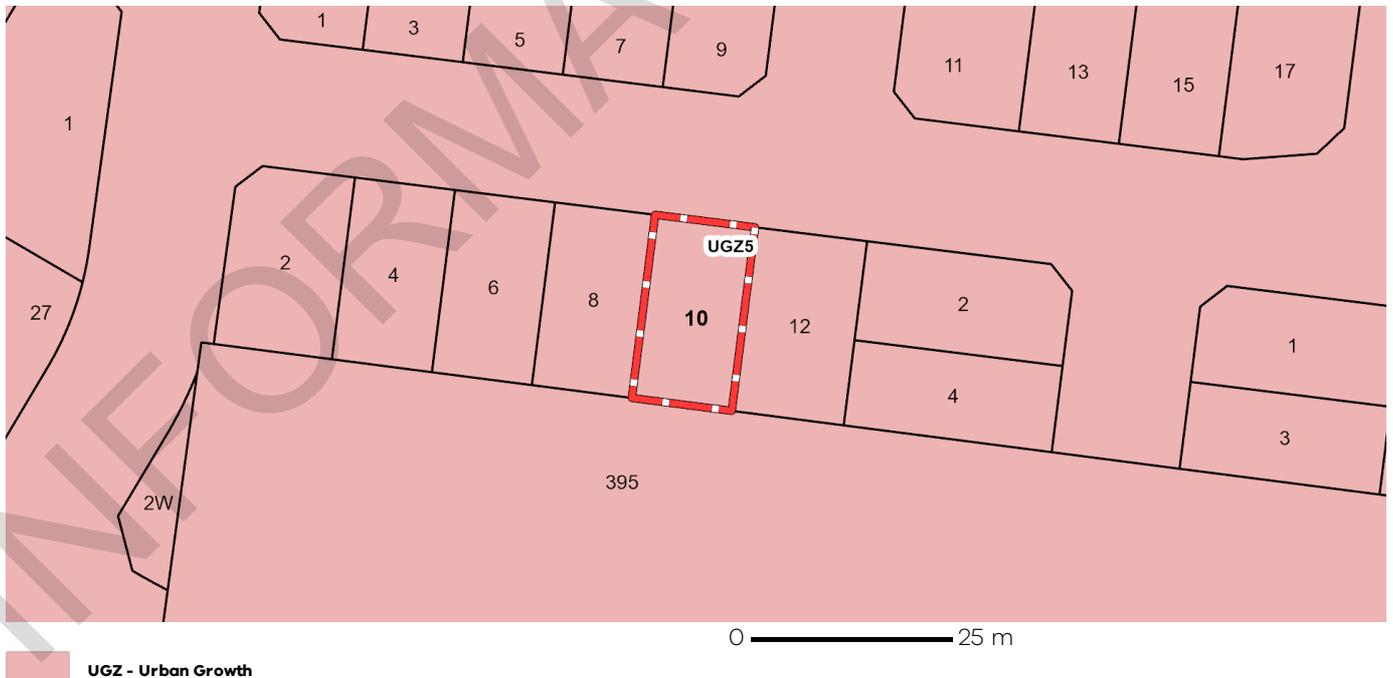
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)

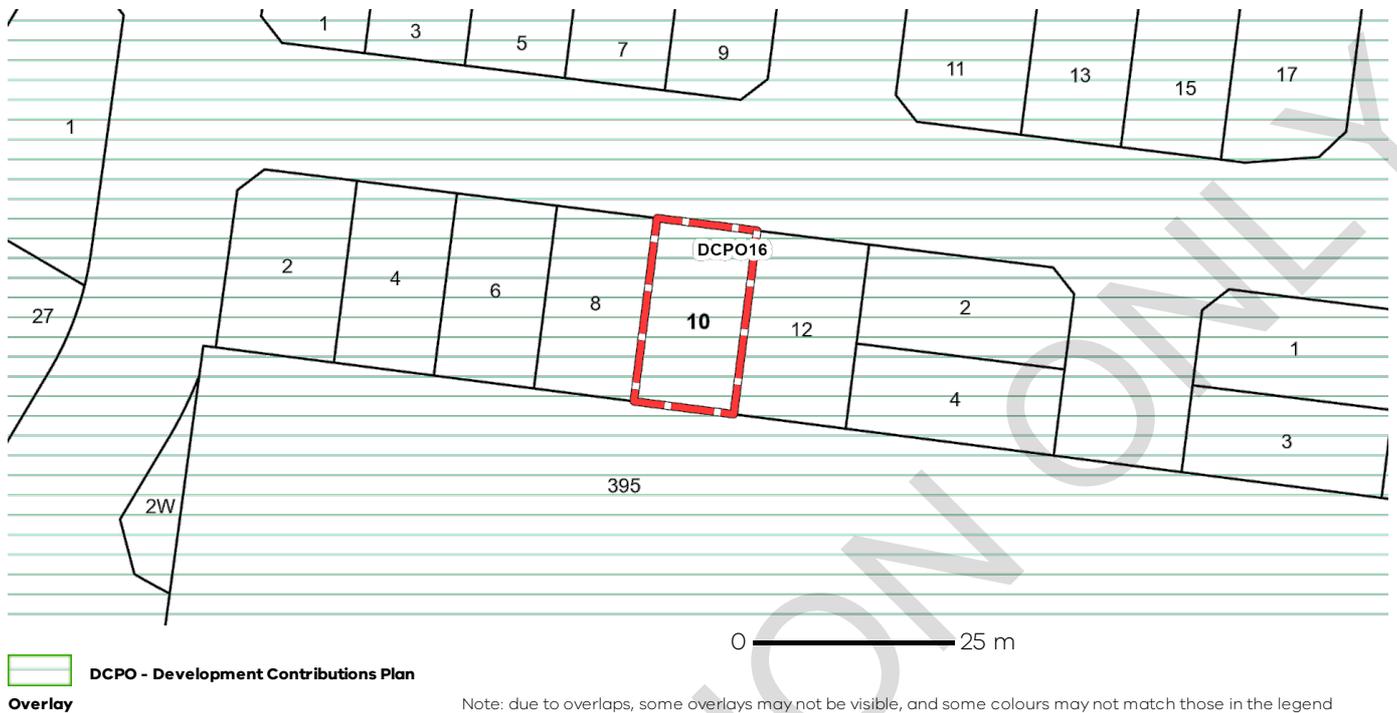


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlay

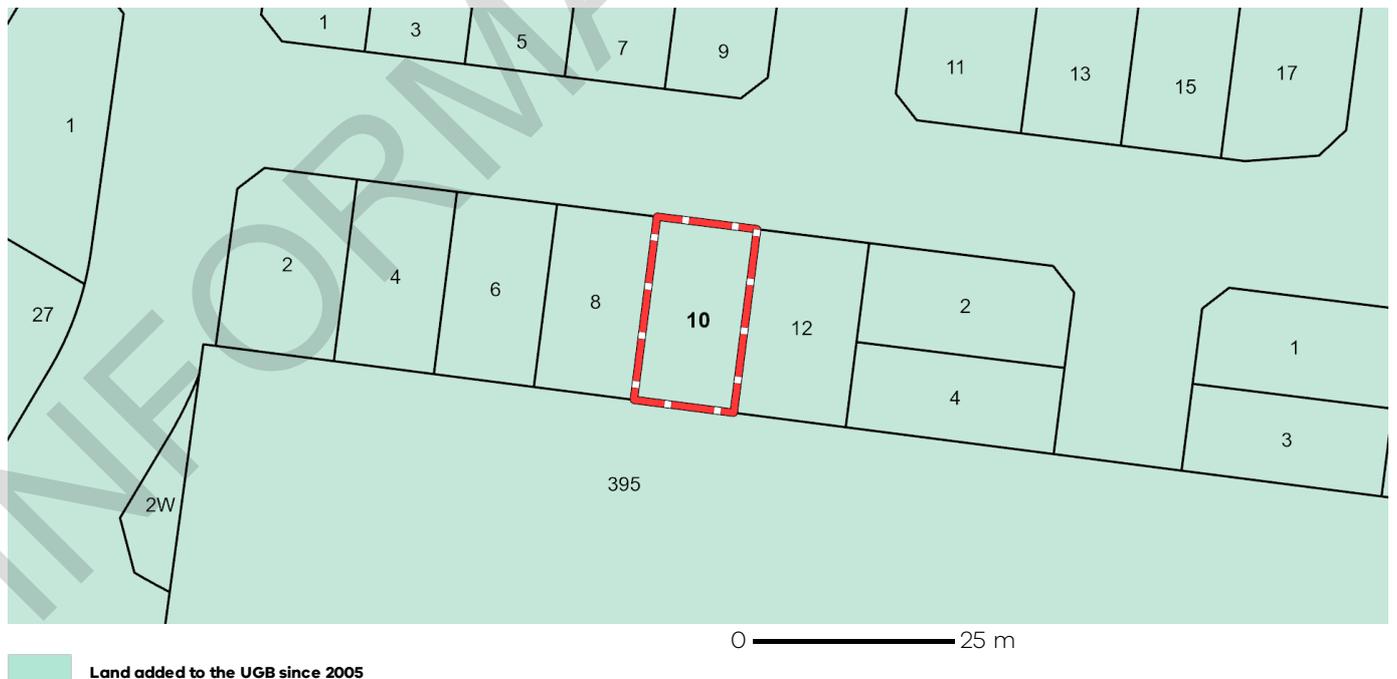
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

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



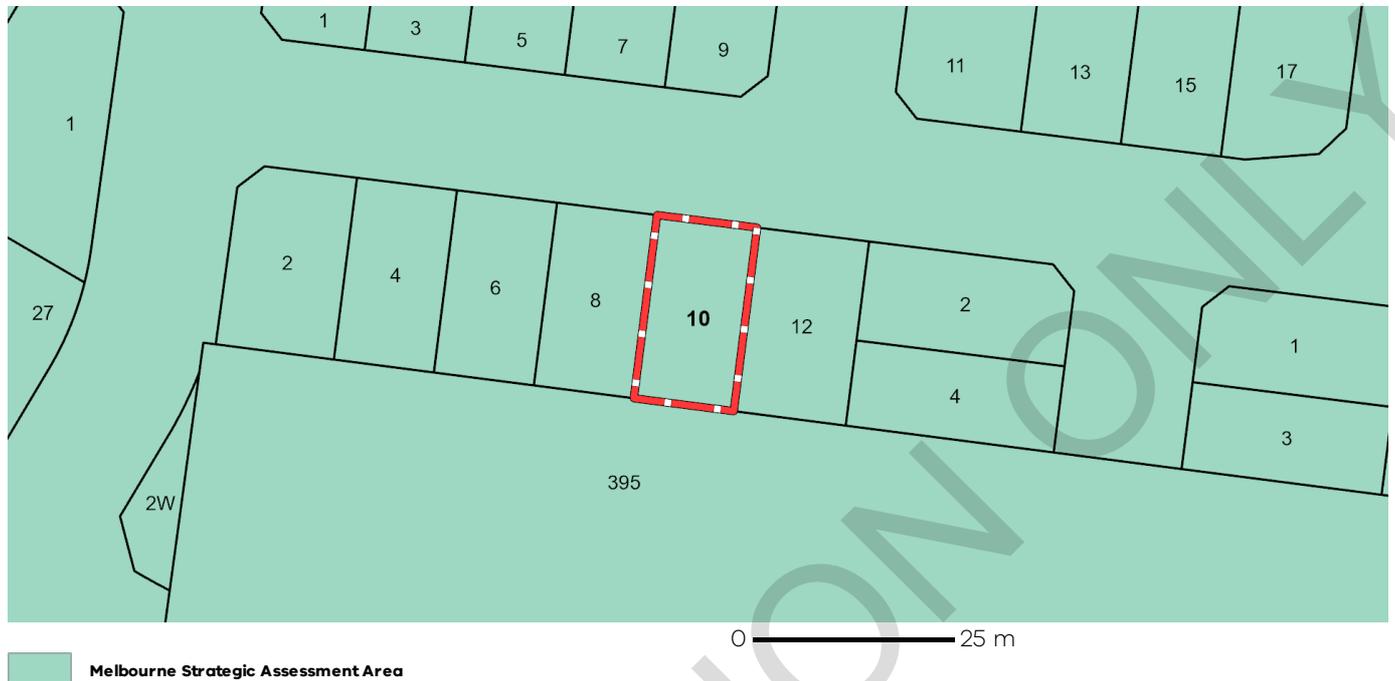
## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Further Planning Information

Planning scheme data last updated on 05 June 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.maps.vic.gov.au/vicplan>

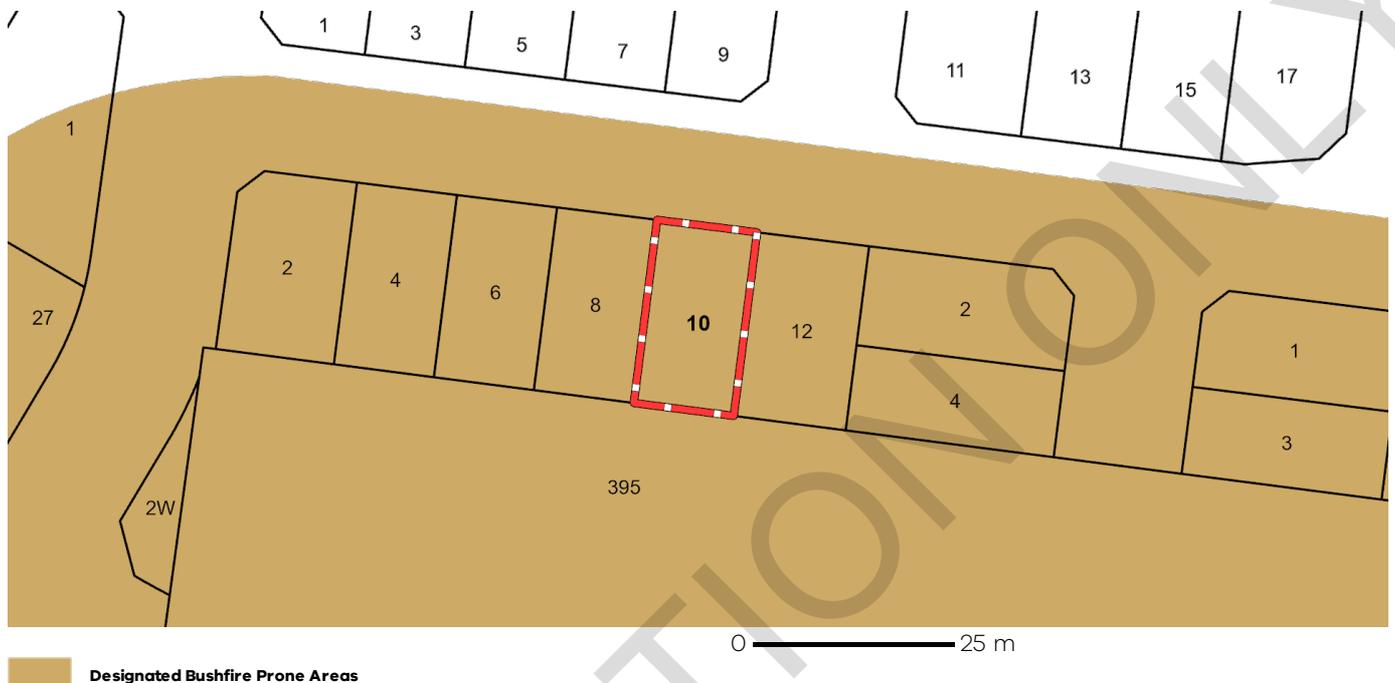
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

DATED

2025

**MEENAKSHI NANDA**

**RAGHU RAJA both**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 10 BUTTERNUT STREET WOLLERT VIC 3750**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: AJ:25/3601AJ