

Contract of sale of land

Property: 31 Faculty Avenue, Donnybrook VIC 3064



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Samantha Leeanne Green (also known as Samantha Leeanne Stacey)

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: jenniterhaar@stonerealestate.com.au
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

Vendor

Name: Samantha Leeanne Green (also known as Samantha Leeanne Stacey)

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2024/1317

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 12197 Folio 849	546	817166K

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 31 Faculty Avenue, Donnybrook VIC 3064

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 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.

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

- 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 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) In accordance with written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
 - (c) The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

Special Condition 4 – Building and Pest Inspection

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

- 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 from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
 - (i) Purchaser name;
 - (ii) The loan amount requested;
 - (iii) Date the Purchaser applied for the loan;
 - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
 - (v) Reason the loan approval was declined.
 - (d) is not in default under any other condition of this contract when the notice is given.

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

Special Condition 8 - Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 9 - Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

Special Condition 10 - Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

Special Condition 11 - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 12 - Auction clause

If the property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special Condition 13 – Priority of Conditions

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

Special Condition 14 – Loss and Damages

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

Special Condition 15

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

Special Condition 16

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

Special Condition 17

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

Special Condition 18

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

Special Condition 19

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Vendor will incur additional costs of \$165 (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

Special Condition 20 – Chattels

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain them in working condition at or prior to settlement.

Special Condition 21 – Condition of the Walls

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

Special Condition 22 – No Land Tax Adjustment

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

Special Condition 23 – Windfall Gains Tax (WGT)

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

- 23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and
- 23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987*, occurring on or after 1st of July 2023.

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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

Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

DATED / /

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

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.

GST RESIDENTIAL WITHHOLDING NOTIFICATION

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of
the property.

To: The Purchaser
Property: 31 Faculty Avenue, Donnybrook VIC 3064
Vendor: Samantha Leeanne Green (also known as Samantha Leeanne Stacey)

The Purchaser **is not** required to make a payment under section 14-250 of the
Act in relation to the sale of property.

DATED 27 October 2024

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor

Vendor Statement

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

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

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

Land	31 FACULTY AVENUE, DONNYBROOK VIC 3064
-------------	--

Vendor's name	Samantha Leeanne Green (also known as Samantha Leeanne Stacey)	Date	03/04/2025
Vendor's signature	<i>Samantha Green</i> _____		

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

1. FINANCIAL MATTERS

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

(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

\$0.00	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	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

(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 easements, covenants 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 within the meaning of 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 as follows

None to the best of the Vendor's knowledge.

4.2 Agricultural Chemicals

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

NIL

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:

NIL

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")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12197 FOLIO 849

Security no : 124119051146J
Produced 15/10/2024 03:46 PM

LAND DESCRIPTION

Lot 546 on Plan of Subdivision 817166K.
PARENT TITLE Volume 12180 Folio 485
Created by instrument PS817166K 01/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SAMANTHA LEEANNE STACEY of 116 FORTRESS ROAD DOREEN VIC 3754
AT157680K 15/04/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT678891P 09/10/2020
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS817166K 01/04/2020

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

DIAGRAM LOCATION

SEE PS817166K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 31 FACULTY AVENUE DONNYBROOK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 09/10/2020

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS817166K
Number of Pages (excluding this cover sheet)	17
Document Assembled	15/10/2024 15:46

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PLAN OF SUBDIVISION	LV USE ONLY EDITION 2	PLAN NUMBER PS817166K
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<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KALKALLO</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 22 (PART)</p> <p>TITLE REFERENCES: Vol. 12180 Fol. 485</p> <p>LAST PLAN REFERENCE/S: PS813579E (LOT L)</p> <p>POSTAL ADDRESS: 1025 DONNYBROOK ROAD (At time of subdivision) DONNYBROOK, 3064</p> <p>MGA94 Co-ordinates E 323 300 (of approx centre of N 5843 500 land in plan) ZONE 55</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609749 Planning Permit Reference: 717121 SPEAR Reference Number: S120177S</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 24/12/2018</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 21/01/2020</p> <p>Statement of Compliance issued: 20/03/2020</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th style="width:80%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2</td> <td>CITY OF WHITTLESEA CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD CITY OF WHITTLESEA</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2	CITY OF WHITTLESEA CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD CITY OF WHITTLESEA	<p>LOTS 1 to 500 (BOTH INCLUSIVE) AND LOTS 590 to 596 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>EASEMENTS E-2, E-3 AND E-8 TO E-10 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTION A AFFECTING LOTS 512, 516, 530, 533, 552, 555, 559, 564, 566, 567 AND 576 SEE SHEET 12.</p> <p>FOR RESTRICTION B AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE), AND LOTS 597 AND 598 SEE SHEET 13.</p> <p>FOR RESTRICTION C AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE), AND LOTS 597 AND 598 SEE SHEET 14.</p> <p>FOR RESTRICTION D AFFECTING LOTS 570 AND 576 SEE SHEET 15.</p> <p>FOR RESTRICTION E AFFECTING LOTS 501 TO 589 (BOTH INCLUSIVE) AND LOTS 597 AND 598 SEE SHEET 16.</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2	CITY OF WHITTLESEA CITY OF WHITTLESEA AUSNET ELECTRICITY SERVICES PTY LTD CITY OF WHITTLESEA				
NOTATIONS					
<p>DEPTH LIMITATION NIL</p> <p>STAGING This is/is not a staged subdivision. Planning permit No. 717121</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): 30, 50, 51, 55, 77 and 95 (KALKALLO)</p> <p>PROCLAIMED SURVEY AREA: N/A</p> <p>THIS IS A SPEAR PLAN.</p> <p style="text-align: center;">OLIVINE 5A 6.714ha</p> <p style="text-align: center;">91 LOTS</p>					

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4 E-4	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS813579E PS813579E	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6 E-6	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
SEE SHEET 2 FOR CONTINUATION				

<p>1700S-05A VER J.DWG BC/RW</p> <p>Melbourne Survey T 9869 0813</p>	<p>SURVEYOR REF: 1700s-05A</p> <p>Digitally signed by: Gerald Donn, Licensed Surveyor, Surveyor's Plan Version (J), 20/01/2020, SPEAR Ref: S120177S</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 16</p>	<p>PLAN REGISTERED TIME: 8.56am DATE: 1/4/2020 A.R.T. Assistant Registrar of Titles</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

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

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



SMEC

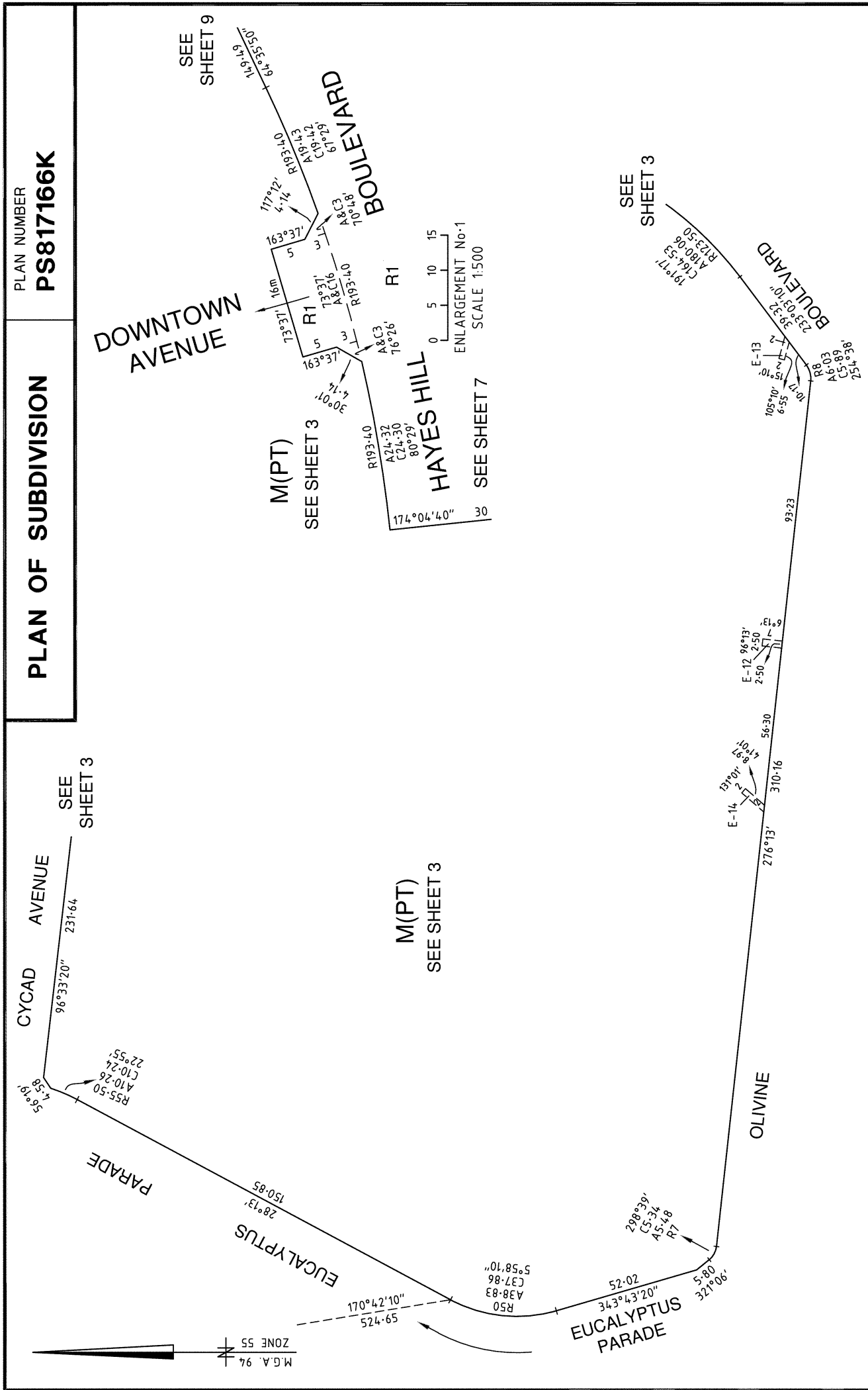
Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET
SIZE: A3

SHEET 2

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

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



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

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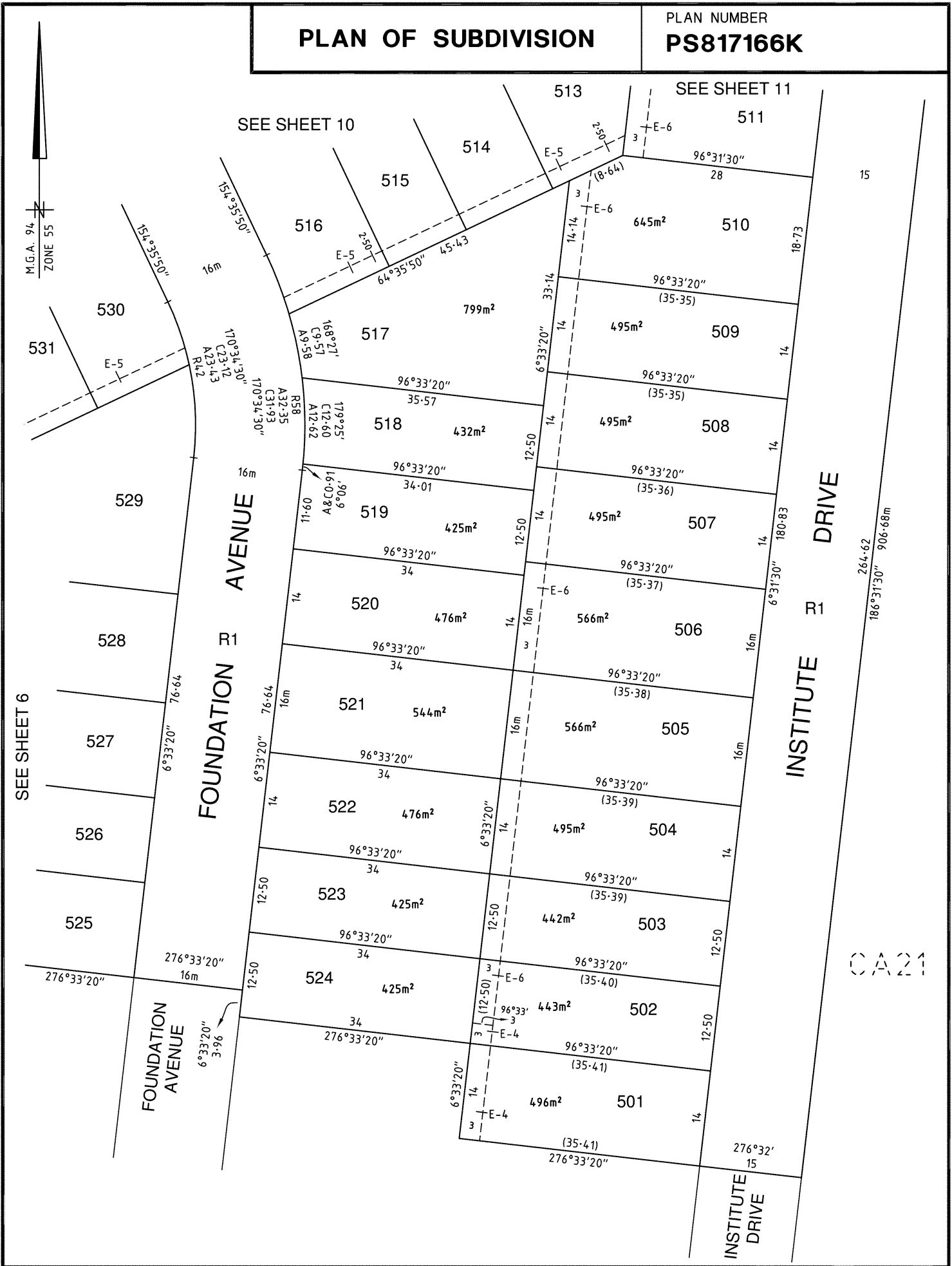
Melbourne Survey T 9869 0813 REF 1700S-05A

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K



M.G.A. 94
ZONE 55



SEE SHEET 6

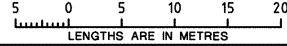
FOUNDATION AVENUE R1

INSTITUTE DRIVE R1

CA21

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

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

SCALE
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 SHEET 5

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PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K



SEE SHEET 9

552

551

550

549

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SEE SHEET 7

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

FACULTY AVENUE

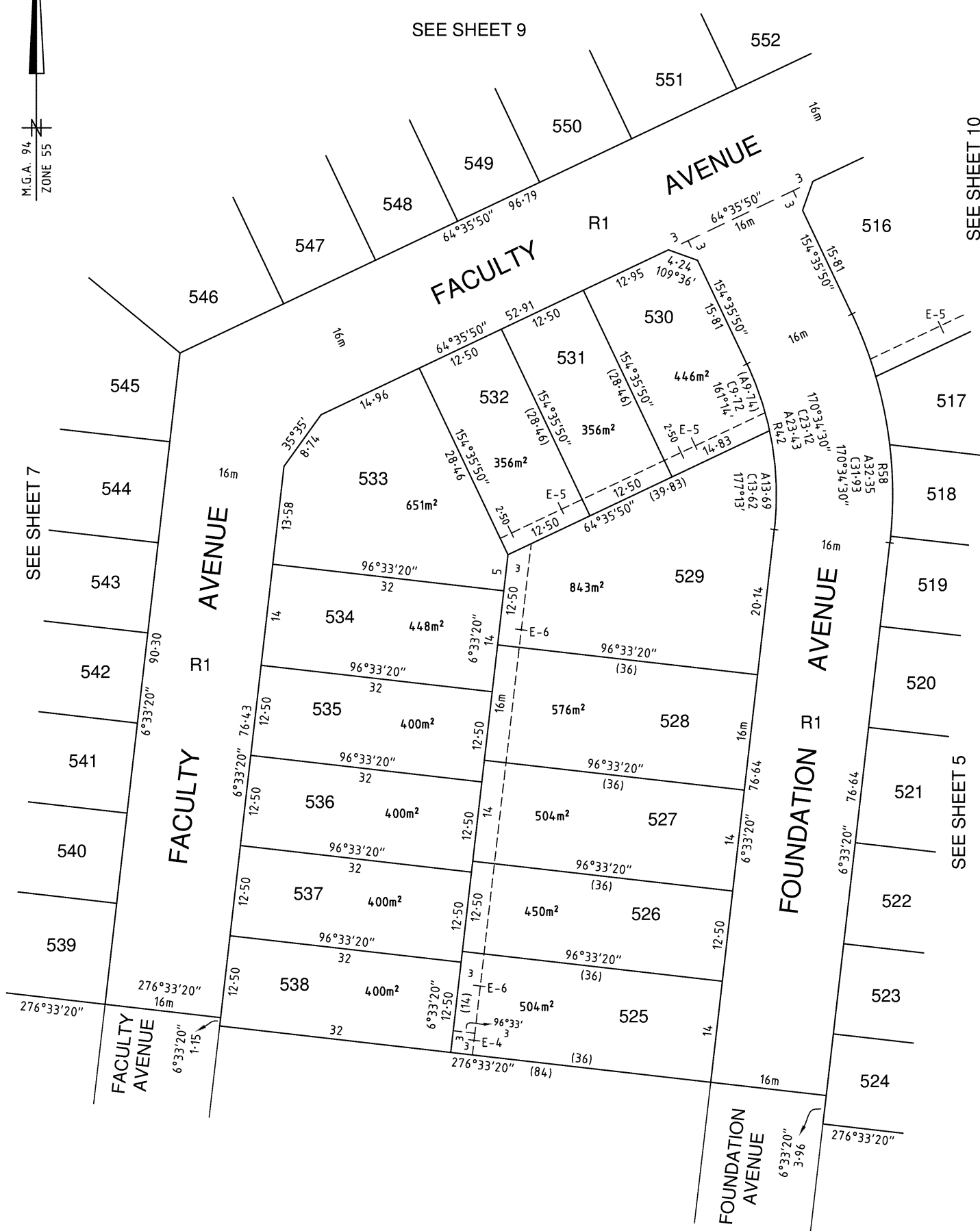
AVENUE

FOUNDATION AVENUE

FOUNDATION AVENUE

SEE SHEET 10

SEE SHEET 5



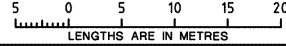
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LENGTHS ARE IN METRES

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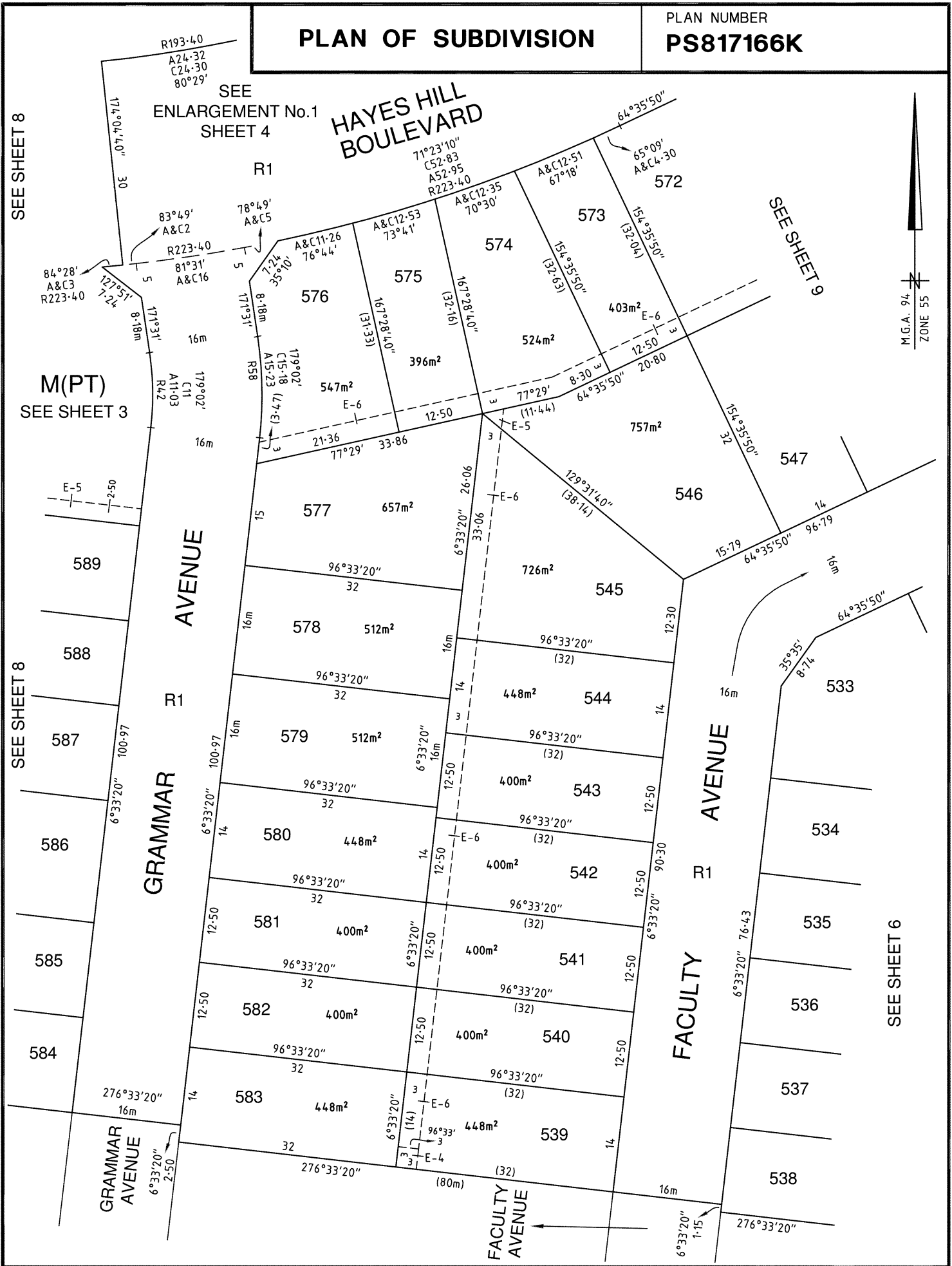
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SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K



SEE SHEET 8

SEE SHEET 9

SEE SHEET 8

SEE SHEET 6

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

Melbourne Survey T 9869 0813 REF 1700s-05A

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 SHEET 7

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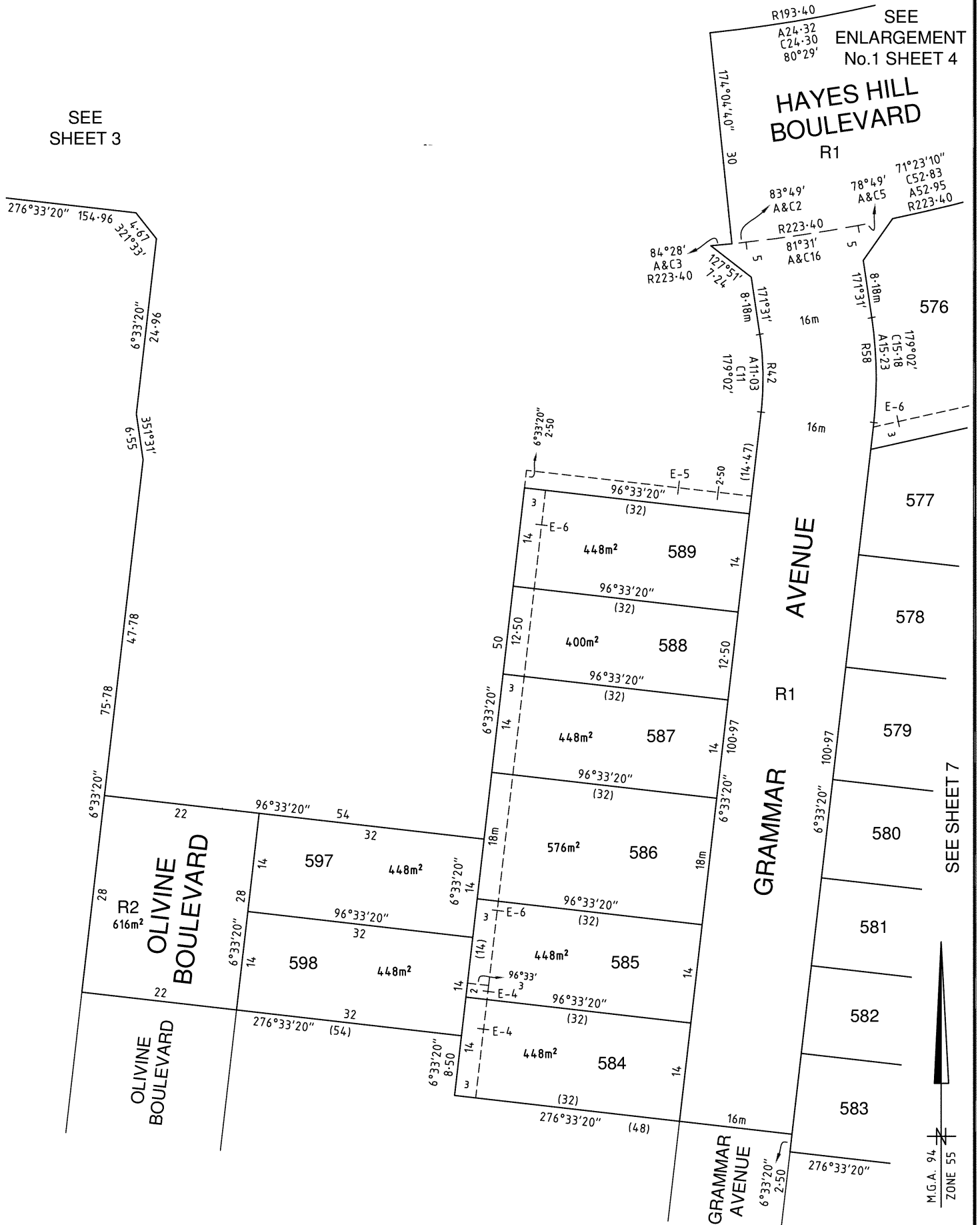
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PLAN OF SUBDIVISION

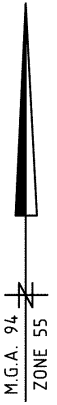
PLAN NUMBER
PS817166K

SEE SHEET 3

SEE ENLARGEMENT No.1 SHEET 4

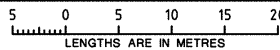


SEE SHEET 7



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ORIGINAL SHEET
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SHEET 8

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SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

M(PT)
SEE SHEET 3

VICINITY
ROAD

PRECINCT
WAY

HAYES HILL
BOULEVARD

RESERVE
No.2
115m²

DRIVE

FACULTY AVENUE

INSTITUTE

CA21

SEE SHEET 10

SEE SHEET 10

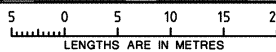
SEE SHEET 5



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SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 11

Melbourne Survey T 9869 0813 REF 1700s-05A

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21/01/2020,
SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION A

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

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

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

Description of Restriction

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

Corner Lots

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

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Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET
SIZE: A3

SHEET 12

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21/01/2020,
SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION B

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

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

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

Description of Restriction

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

Garages

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

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



SMEC

Melbourne Survey

T 9869 0813

REF 1700s-05A

ORIGINAL SHEET
SIZE: A3

SHEET 13

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

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

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION C

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

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

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

Description of Restriction

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

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

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

Nothing in this restriction applies to the Vendor.

For the Purposes of this Restriction:

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

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

Vendor means Mirvac Victoria Pty Ltd ACN 006708363.

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

PLAN OF SUBDIVISIONPLAN NUMBER
PS817166K**CREATION OF RESTRICTION D**

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

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

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

Description of Restriction

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

Double Storey Construction

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

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

**SMEC**

Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET
SIZE: A3

SHEET 15

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20/01/2020, SPEAR Ref: S120177SDigitally signed by:
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21/01/2020,
SPEAR Ref: S120177S

PLAN OF SUBDIVISION

PLAN NUMBER
PS817166K

CREATION OF RESTRICTION E

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

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

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

Description of Restriction

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

Dual Occupancy

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

Expiry

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

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



SMEC

Melbourne Survey T 9869 0813 REF 1700s-05A

ORIGINAL SHEET
SIZE: A3

SHEET 16

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21/01/2020,
SPEAR Ref: S120177S

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 22th October 2024, 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®.

31 FACULTY AVENUE, DONNYBROOK 3064
CITY OF WHITTLESEA

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

Date of issue: 22th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74581889 - 74581889154520 '619665'

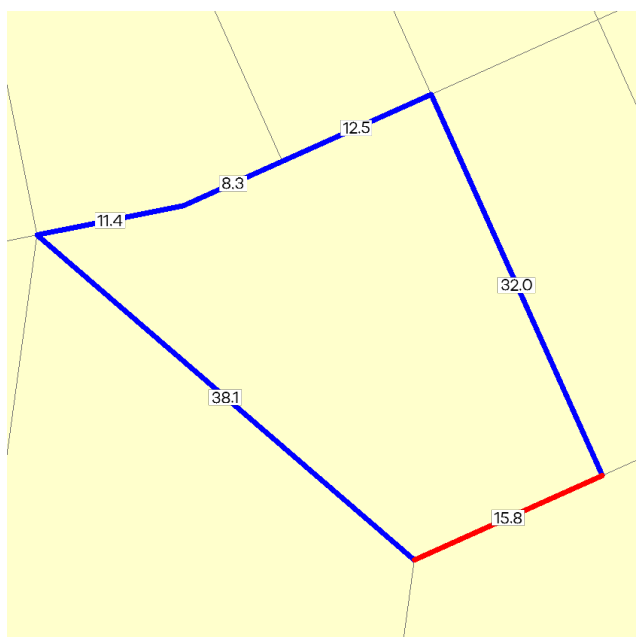
PROPERTY DETAILS

Address: **31 FACULTY AVENUE DONNYBROOK 3064**
Lot and Plan Number: **Lot 546 PS817166**
Standard Parcel Identifier (SPI): **546\PS817166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1063098**
Directory Reference: **Melway 368 F5**

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: 757 sq. m

Perimeter: 118 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

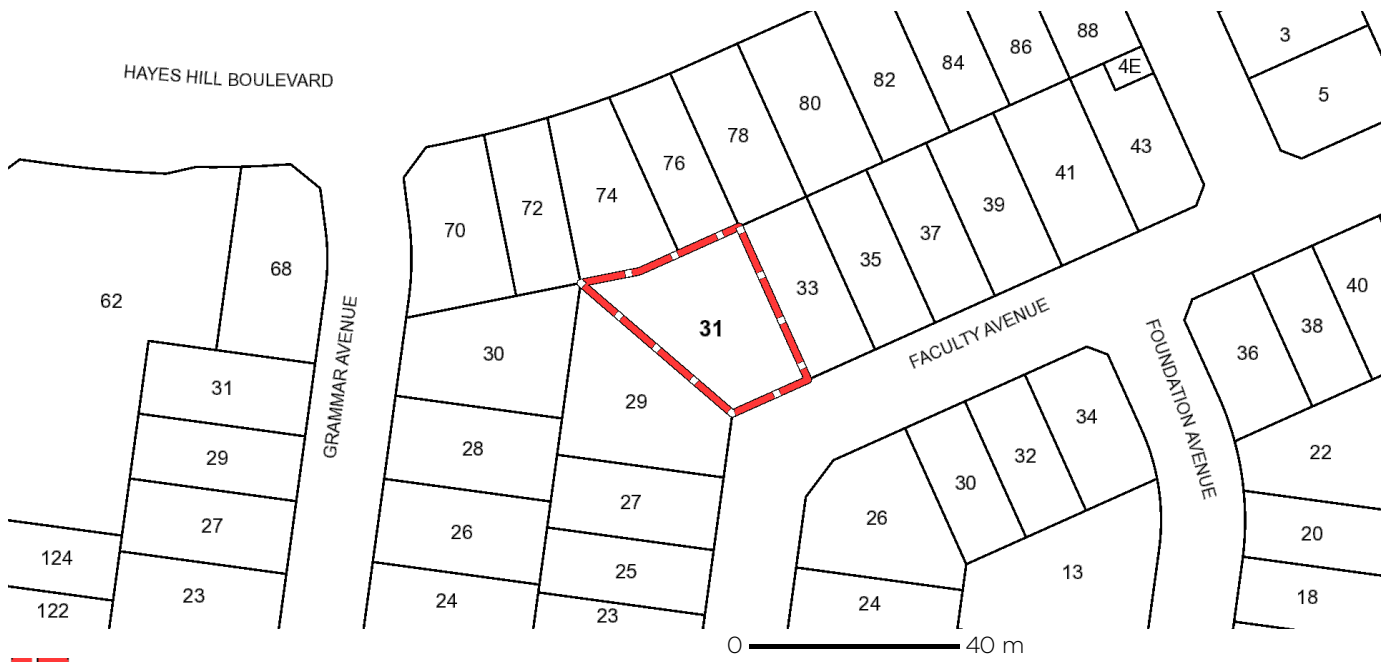
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 15 October 2024 03:47 PM

PROPERTY DETAILS

Address: **31 FACULTY AVENUE DONNYBROOK 3064**
Lot and Plan Number: **Lot 546 PS817166**
Standard Parcel Identifier (SPI): **546\PS817166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1063098**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 368 F5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Note

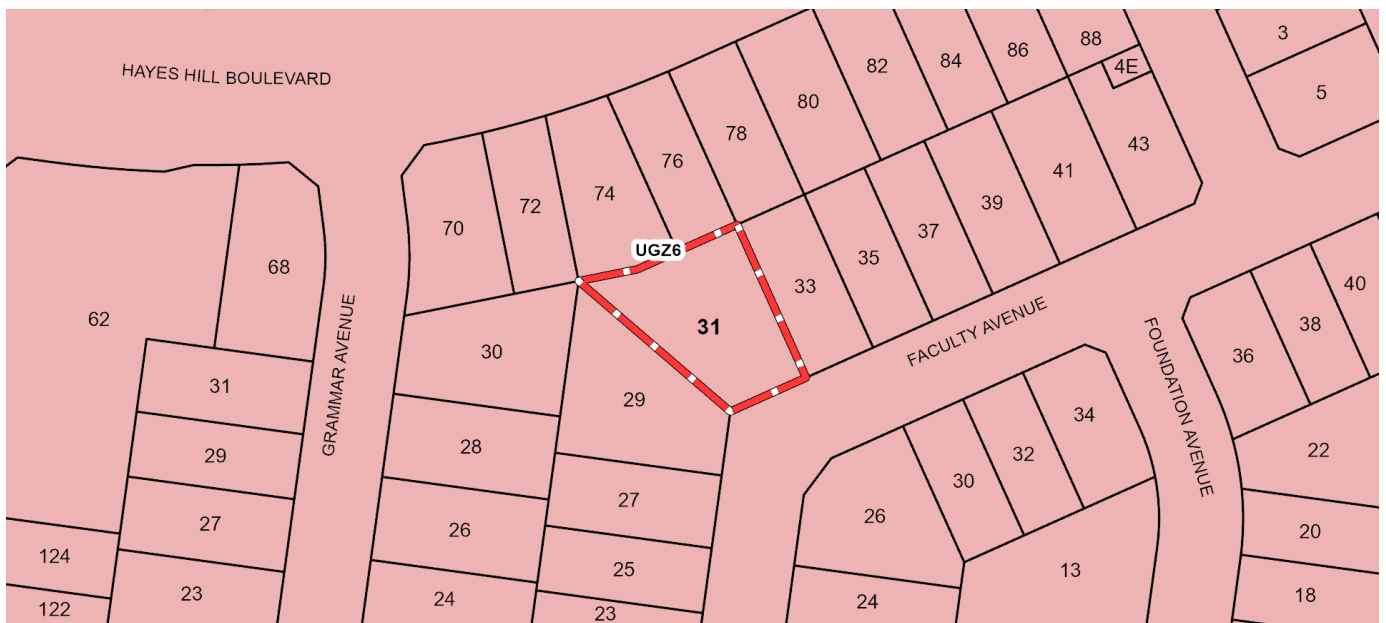
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

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



UGZ - Urban Growth

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

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

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

Planning Overlay

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

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



 **ICO - Infrastructure Contributions Overlay**

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

Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

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



 **Land added to the UGB since 2005**

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

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

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 7 October 2024.

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

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

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



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

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

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

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

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

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 74581889-016-9

25 October 2024

Landata

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
31 (Lot 546) Faculty Avenue, Donnybrook

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-27484/9233206771338	2/7/2020	Single Storey Dwelling and Garage	Yes – 26/11/2020
BS-25124/3599813990943	30/11/2021	Construction of a Swimming Pool and Safety Barrier	Yes – 23/3/2023

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.

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
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

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

FORM 2
 Regulation 37(1)
 BUILDING REGULATIONS 2018
 Building Act 1993

BUILDING PERMIT

 BUILDING PERMIT NO. BS-U 25124/3599813990943 30 NOVEMBER 2021
 ZONNE REF NO: BLD20212185

Issued to

Owner / Agent of Owner	NATALIE COLLINS	
Company	C3BUILDING PTY LTD	ACN / ARBN 82 622 197 648
Postal Address	1/29 ACCESS WAY CARRUM DOWNS	Postcode 3201
Email	admin@c3b.com.au	Telephone 0423 836 873 5904 6311

Address for Serving of Notices	31 FACULTY AVE DONNYBROOK	Postcode 3064
Contact Person	SAMANTHA STACEY	Telephone 0434 146 983
Email	samantha.l.stacey@gmail.com	

Ownership Details

Owner	SAMANTHA LEEANNE STACEY	
ACN / ARBN		
Postal Address	31 FACULTY AVE DONNYBROOK	Postcode 3064
Contact Person	SAMANTHA STACEY	Telephone 0434 146 983
Email	samantha.l.stacey@gmail.com	

Property Details

Project Address	31 LOT 546 FACULTY AVE DONNYBROOK 3064
Title Details	VOLUME 12197 FOLIO 849 LP/PS 817166
Municipal District	

Builder²

Name	SCOTT COLLINS	Telephone 0412 353 112
Company	C3 BUILDING PTY LTD	
ACN / ARBN	82 622 197 648	
Address	1/29 ACCESS WAY CARRUM DOWNS	Postcode 3201
Email	admin@c3b.com.au	

Details of Building Practitioners and Architects

 a) To be engaged in the building work³

SCOTT COLLINS	CDB-U 59533	DOMESTIC BUILDER - UNLIMITED
----------------------	--------------------	-------------------------------------

 (b) Who were engaged to prepare documents forming part of the application for this permit⁴

GEOFFREY CADD	DP-AD 2231	DRAFTSPERSON - ARCHITECTURAL
GEOFFREY CADD	PE0003537	ENGINEER - CIVIL

Details of Domestic Building Work Insurance⁵

Name of issuer or provider:	ASSET INSURE
Policy number:	DBIVIC211114606
Policy date:	26/11/2021

Details of Relevant Planning Permit

Planning Permit No: N/A	Date of grant of Planning Permit: N/A
--------------------------------	--

Nature of Building Work:

Project Description	CONSTRUCTION OF A SWIMMING POOL AND SAFETY BARRIER
Stage of Work Permitted	COMPLETE
Cost of Building Work Permitted:	\$53,183.00
Total Cost of All Stages:	\$53,183.00

Building Details:

Storeys contained:	0	Rise in storeys:	0
New floor area m ² :	0	Type of construction:	
Allotment area m ² :	757	Effective height:	
Allowable live load:	0	Persons accommodated for:	0
Version of BCA applicable to permit:	2019	Bushfire Attack Level:	BAL - NBP

Building Classification

Part of Building: **SWIMMING POOL AND SAFETY BARRIER** Use: **DOMESTIC** BCA Classification: **10b** Allowable Live Load:

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

INSPECTION OF PRECAUTIONS & EXCAVATION
INSPECTION OF BOND BEAM REINFORCEMENT & TEMPORARY BARRIER
INSPECTION FOR FINAL CERTIFICATE

Number of Inspections allowed for in this permit is 3.

Occupation or User of Building: A CERTIFICATE OF FINAL INSPECTION IS REQUIRED PRIOR TO THE OCCUPATION OR USE OF THIS BUILDING.

Commencement and Completion

This building work must commence by 30 November 2022

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

This building work must be completed within 6 months of commencement

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

Conditions and required Certificates

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

Relevant Building Surveyor

Name
Building practitioner registration no
Address

Email
Signature

JASON SINGH
BS-U 25124
LEVEL 1, 11 BLACKBURNE SQUARE,
BERWICK VIC 3806
admin@zonne.com.au



Municipal district
Permit no.
Date of Issue

BS-U 25124/3599813990943
30/11/2021

ANNEXURE A
PERMIT CONDITIONS

BUILDING PERMIT NO. BS-U 25124/3599813990943 ISSUED 30 November 2021

The following Permit Conditions form part of this Building Permit Approval, PLEASE READ THEM CAREFULLY. It is the responsibility of the permit holder/owner/applicant/builder to ensure that the Building Permit Conditions listed below are satisfied prior to the completion of the works and issue of the Occupancy Permit/Certificate of Final Inspection.

BUILDING ACT

1. **PROTECTION OF ADJOINING PROPERTY EXCAVATIONS**
Excavations carried out near the boundary must be done in a manner that protects the neighbouring property and excavated land must be immediately shored, retained or battered in accordance with the NCC to ensure that the adjoining property is protected;
2. **ACCESS TO ADJOINING PROPERTY AND FENCING**
It is prudent for an owner to discuss proposed building work with adjoining owners and reach agreement about any access that may be required before removing fencing or needing access to adjoining properties. If a building permit is issued and access required over, or on, adjoining property cannot be agreed, the building design may need to be changed and a variation to the building work may be required.
3. **COST OF WORKS INCREASE** - *The owner must notify the Authority (VBA) of final cost of building work if it is higher than the cost of works nominated on the Application form and Building Permit by more than \$15,625 within 28 days in accordance with Section 205KA of the Building Act 1993.*
4. **PROTECTION OF ADJOINING PROPERTY FENCING**
The building work shall be carried out wholly from within the allotment and without removing the boundary fences(unless otherwise agreed to by the adjoining owner);
5. **PROTECTION OF ADJOINING PROPERTY STREET**
The building work shall be carried out wholly from within the allotment and without crossing the street alignment (unless a hoarding permit is obtained from council);
6. **STAGE PERMITS**
Where a building permit has been given for the work to proceed in stages, the approval of the Building Surveyor must be obtained before proceeding to the next stage.
7. **TEMPORARY FENCING AND HOARDING**
Temporary fencing and hoarding is required to be installed for the duration of the construction in accordance with AS4687:2007 Temporary fencing and hoardings.
8. **VARIATIONS**
No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor.

BUILDING REGULATIONS

9. **POOL OR SPA COMMENCEMENT AND COMPLETION EXPIRY**
All building works are to be completed within 6 months of the commencement of any works. You can request an extension of time from RBS within 3 months of expiry.
10. **POOL AND SPA SAFETY BARRIER MAINTENANCE**
Regulation 147F The occupier of the allotment must ensure that any fence or other barrier, door, gate, lock, latch, catch, bolt or fly screen restricting access to the swimming pool or spa is maintained and operating effectively at all times.
11. **POOL AND SPA BARRIER GATE MUST REMAIN CLOSED**
Regulation 147H The occupier of an allotment or a person who enters or leaves the pool or spa enclosure must ensure that any gate or door forming part of a pool or spa enclosure is in the closed position except when that person or another person is in the act of entering or leaving the enclosure.
12. **PROTECTION OF PUBLIC - CRANES**
Cranes must not lift materials over adjoining property without the approval of the building surveyor and protection works process taking place.
13. **PROTECTION OF PUBLIC - FOOTPATHS**
The proposed works adjoining the street alignment needs to be carried out in a manner to ensure there is safe public access on the adjoining footpath at all times;
14. **PROTECTION OF PUBLIC - OUTSIDE BOUNDARIES**
All works & public protections to be carried out within the allotment boundaries, unless otherwise approved by the Relevant Building Surveyor.
15. **PROTECTION OF PUBLIC - SAFEGUARD TRAFFIC**
Adequate provisions are made to safeguard traffic and the public using any roadway or footpath, and the necessary barriers, warning lights, signs are appropriately erected.
16. **SITE SETOUT**
The site set-out is required to be carried out by a licenced land surveyor to ensure that correct title boundary lines are worked from.

17. **SITE SIGN**

Signage listing the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed in a conspicuous position accessible to the public.

18. **POOL OR SPA CONCURRENT WITH OTHER WORKS COMMENCEMENT AND COMPLETION EXPIRY**

All building works are to be completed within 30 days of the issue of an Occupancy Permit or CFI issued for other works carried out concurrently on the same allotment. You can request an extension of time from RBS within 3 months of expiry.

19. **PROTECTION OF PUBLIC - PRECAUTIONS FOR POOLS AND SPAS**

The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. This includes temporary fencing around the construction site in accordance with AS4687:2007 Temporary fencing and hoardings during installation and temporary safety barrier compliant with AS1926.1 until a permanent barrier is installed, inspected and approved by the Building Surveyor.

20. **REGISTRATION OF BARRIERS FOR POOLS AND SPAS - Under Regulations 147L of the Building Regulations 2018 the owner must register an existing pool or spa barrier with the relevant council prior to 1 June 2020. A new or altered pool and spa barriers constructed or completed after the 1 June 2020 must be registered with the relevant council within 30 days of the occupancy permit or certificate of final inspection.**

GENERAL

21. **EXCAVATION PLANNING**

Services should be located and redirected if necessary prior to excavation. Dial Before You Dig 1100.

22. **ASSET PROTECTION**

It may be necessary for the owner to identify any pre-existing damage of Council assets prior to works commencing. Often Council requires a security deposit prior to works commencing.

23. **OTHER FEES AND PERMITS**

All additional permits required by the Council or other authority shall be obtained and fees or deposits lodged for same (e.g. Asset Protection, Crossing Deposits, Road Access, Road Occupation, Hoarding, Health Approval, etc.).

24. **POOL AND SPA BACKWASH**

No discharge of pool water is permitted into the stormwater system. Consent may be required for water use from the water authority to discharge to the sewer system.

25. **POOL AND SPA PLUMBING**

Swimming pool to be installed in accordance with the Plumbing Regulations.

26. **POOL IN FLOOD AREA**

The swimming pool is to be at natural ground level and excavated material removed from the site.

27. **ZONES OF SOIL DISTURBANCE**

1. Soils in vicinity of easement may have been disturbed by previous excavations within the easement. (e.g. for pipe/pit installation)

2. Potential (worst case) zones of disturbance caused by such previous excavations are to be deepened for below angle of repose.

28. **COVENANTS**

All relevant covenants on title must be complied with.

INSPECTION REQUIREMENTS

29. **ENDORSED PLANS ON SITE**

A copy of endorsed building permit plans must be kept on site at all times.

LANDSCAPING MAINTENANCE

30. **All landscaping must maintain compliance and the required clearances and falls from the dwelling.**

- Maintain minimum damp proof course/weep hole clearances to Clause 14.8.2 of AS4773.1.

- Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.

- Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.

- Maintain any termite treatment management system to AS3660.1 & 3. (where required)

- Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.

- Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.

NCC BUILDING CODE OF AUSTRALIA

31. **POOL HEATING**

Heating for a swimming pool other than a spa pool must not be boosted by electric resistance heating.

32. **POOL AND/OR SPA HEATED BY GAS OR HEAT PUMP**

Where some or all of the heating required is by a gas or heat pump, a pool or spa must have a cover and a push button for spa and a time switch to control the operation of the heater.

33. **POOL CIRCULATION PUMP TIME SWITCH**

A time switch must be provided to control the operation of a circulation pump for a swimming pool or spa with capacity of 680 L or more.

34. **VARIATIONS OF POOL AND SPA SAFETY BARRIER ON APPROVED PLANS**

Any changes to the layout, barrier type or design of the safety barrier from the endorsed plans must be submitted to the RBS for approval. The safety barrier must comply with the approved plans and AS1926 as referenced in the approved documents.

35. **WATER RETICULATION SYSTEMS**

Swimming pools and spa pools must comply with AS1926.3 except that in a spa pool the specified distance between two outlets connected to a common line may not be less than 600mm.

36. **ENERGY EFFICIENCY** A swimming pool having a capacity of 680 litres or more must be provided with a push-button and a time switch to control the operation of the heater, and a time-switch to control the operation of the circulation pump. The time-switch must be capable of switching electric power on and off at varied pre-programmed times and on variable pre-programmed days.

All swimming pools must be provided with a cover where a gas heater or heat pump is used to heat the water and all pipework that carries heated and chilled water for a swimming pool must be insulated.

37. **OUTLET COVERS TEST REPORTS** Prior to installation please provide the test report of the outlet covers to Section 6.2 of AS 1926.3-2010.

38. **SAFETY BARRIER AND GATE TEST CERTIFICATES** The owner/builder must ensure that the barrier and gate unit test certificates from the supplier/installer are provided in accordance with Section 2.4.1.3 - 2.4.4.5 and Section 3.5 and 3.6 of AS1926.1-2012. The RBS and/or Inspector may request that the testing be conducted while present to ensure that the construction of the barrier meets the structural adequacy criteria and that the gate or doors operates correctly.

39. **SAFETY BARRIER GATE UNIT TEST CERTIFICATES** The owner/builder must ensure that the gate unit complies with the loading requirement of Section 3 of AS1926.1-2012 and provided with test certificates in accordance with Section 3.5 and 3.6 from the manufacturer/installer are provided to the RBS prior to installation.

40. **SAFETY BARRIER GLAZING** Glass Fencing must comply with AS1288 and where it forms a balustrade to protect falls of more than 1m evidence must be provided that the balustrade complies with the loading requirements of AS1170 and an interlinking handrail installed in accordance with AS1288.

41. **GATE MARKING/TAG** Each gate unit shall be clearly and permanently marked on at least one of the gate posts or on the gate or on some other component of the gate unit with the registered trademark or the name and address of the manufacturer.

NOTE: Manufacturers making a statement of compliance with AS1926.1-2012 on a product, packaging, or promotional material related to that product are advised to ensure that such compliance is capable of being verified.

42. **BACKWASH CONNECTION** Connection of the backwash to the sewer system must be done by a registered plumber and plumbing certificate provided to the RBS. Contact your local water authority for requirements of connection to the sewer. Note that if the sewer is pressurised or a septic system a connection may be prohibited by the water authority and/or council.

43. **ELECTRICAL WIRING RULES - EQUIPOTENTIAL BONDING** When planning the swimming pool construction, pool builders must be aware of the requirement for equipotential bonding. (Refer to AS3000-2018 Electrical Installations - Clause 5.6.2.6.2 known as the 'Wiring Rules'.)

The electrician should attend site while the reinforcing is still exposed and before concrete is poured or sprayed so they can carry out the required electrical work and testing. Where bonding is required, it shall be provided to any fixed conductive material within 1.25 m from the edge of the water, such as pool ladders, diving boards, conductive fences, pipework and reinforcing metal in a concrete slab.

44. **DRAINING OF SWIMMING POOL WASTE WATER** The draining of swimming pool waste water must be discharged in accordance with P2.2.4 Drainage from swimming pools and not cause illness to people; or affect other property. Where pumped discharge from a swimming pool connects to a gully riser it must be installed in accordance with NCC PCA Vol 3 and AS/NZS 3500.2. A non-pumped cleaning of filters and discharge of waste water must be conducted in accordance with manufacturers instructions and conducted in a manner that will not discharged to storm water, waterways, affect adjoining property or cause illness to people.

POOL AND SPA COUNCIL REGISTRATION

45. Under Regulations 147L of the Building Regulations 2018 the owner must register an existing pool or spa barrier with the relevant council prior to 1 November 2020. A new or altered pool and spa barriers constructed after the 1 June 2020 must be registered with the relevant council within 30 days of the occupancy permit or certificate of final inspection or the date of this certificate. Failure to register may require you to obtain a new Form 23 - Certificate of Barrier Compliance and penalties may apply.

ANNEXURE B
REQUIRED CERTIFICATES

1. **DRAINING OF SWIMMING POOL WASTE WATER** *The draining of swimming pool waste water must be discharged in accordance with P2.2.4 Drainage from swimming pools and not cause illness to people; or affect other property. Where pumped discharge from a swimming pool connects to a gully riser it must be installed in accordance with NCC PCA Vol 3 and AS/NZS 3500.2. A non-pumped cleaning of filters and discharge of waste water must be conducted in accordance with manufacturers instructions and conducted in a manner that will not discharged to storm water, waterways, affect adjoining property or cause illness to people.*
2. **LANDSCAPING MAINTENANCE** *All landscaping must maintain compliance and the required clearances and falls from the dwelling.*
 - *Maintain minimum damp proof coarse/weep hole clearances to Clause 14.8.2 of AS4773.1.*
 - *Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.*
 - *Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.*
 - *Maintain any termite treatment management system to AS3660.1 & 3. (where required)*
 - *Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.*
 - *Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.*
3. **POOL AND SPA BARRIER GATE MUST REMAIN CLOSED** *Regulation 147H The occupier of an allotment or a person who enters or leaves the pool or spa enclosure must ensure that any gate or door forming part of a pool or spa enclosure is in the closed position except when that person or another person is in the act of entering or leaving the enclosure.*
4. **POOL AND SPA COUNCIL REGISTRATION** *Under Regulations 147L of the Building Regulations 2018 the owner must register an existing pool or spa barrier with the relevant council prior to 1 November 2020. A new or altered pool and spa barriers constructed after the 1 June 2020 must be registered with the relevant council within 30 days of the occupancy permit or certificate of final inspection or the date of this certificate. Failure to register may require you to obtain a new Form 23 - Certificate of Barrier Compliance and penalties may apply.*
5. **POOL AND SPA SAFETY BARRIER MAINTENANCE** *Regulation 147F The owner of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is properly maintained.*
6. **POOL AND SPA SAFETY BARRIER OPERATION** *Regulation 147G An occupier of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is operating effectively.*
7. **SAFETY BARRIER ALTERATIONS** *Any alteration to the approved safety barrier cannot be conducted without a valid building permit.*
8. **SAFETY BARRIER VEGETATION** *Vegetation must be maintained in a non-climbable manner and maintains the minimum Non-Climbable Zone in accordance with AS1926.1-2012.*

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT

9233206771338

Property details

Lot	546
Number	31
Street/road	Faculty Avenue
City/suburb/town	Donnybrook
Postcode	3064
LP/PS	PS817166K
Volume	12197
Folio	849
Crown allotment	-
Section	-
Parish	KALKALLO
County	-
Municipal district	WHITTLESEA CITY

Building permit details

Building permit number	9233206771338
Version of BCA applicable to building permit	2019

Building details

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1ai, 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	0
Storeys contained	1

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 Structural stability and resistance to actions,P2.2.2 Weatherproofing,P2.4.6 Sound insulation,P2.6.1 Building	Building Product: Hebel PowerPanel XL Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40049 Date of issue: 01/05/2019 Date of expiry: 01/05/2022

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

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	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

Designated building surveyor

Name	David Madeira
Building practitioner registration number	BS-U 27484
Occupancy permit number	9233206771338
Date of issue	26 November 2020
Date of final inspection	26 November 2020
Signature	



Enquiry Officer: Sharmila S
Reference No.: 2139072

18 October 2024

S L Stacey
31 Faculty Avenue
Donnybrook VIC 3064

Dear S L Stacey,

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

I write to acknowledge the lodgement of your Certificate of Pool and Spa Barrier Compliance with Council for 31 Faculty Avenue Donnybrook on 18/10/2024. You must ensure the maintenance of your safety barrier continues to meet the requirements of Building Regulations 2018.

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

Due Date: 18 October 2028

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

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

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

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

Yours Sincerely,



**Building Services
City of Whittlesea**

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service
 **131 450**

Enquiries: (03) 9217 2170
Reference No.: 2139072

17 October 2024

S L Stacey
31 Faculty Avenue
Donnybrook VIC 3064

Dear S L Stacey,

I wish to acknowledge receipt of registration for the private swimming pool located at 31 Faculty Avenue Donnybrook.

Attached to this letter is the Certificate of Registration, which outlines details in relation to your private swimming pool and the due date to lodge your Certificate of Pool and Spa Barrier Compliance (Form 23) with Council.

Please be advised that the owner of the land may appeal to the Building Appeals Board under section 144(2) of the Act against a determination by the relevant council of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

What is Next? Obtain a Certificate of Pool and Spa Barrier Compliance (Form 23)

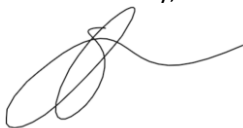
You as the owner must arrange an inspection of the pool/spa barrier through a registered private Building Surveyor or Building/Pool Inspector. The registered practitioner will provide you with a Certificate of Pool and Spa Barrier Compliance (Form 23) once they have confirmed that the safety barrier complies with the relevant regulations. You are then required to lodge a copy of the Form 23 online with Council by the due date (Refer to Certificate of Registration) and pay the prescribed fee; www.whittlesea.vic.gov.au/pools.

Under the current requirement in Reg 147V(2), the Certificate of Pool and Spa Barrier Compliance (Form 23) cannot be lodged more than 30 days after the date the Form 23 has been issued. If the certificate is more than 30 days old, the owner must obtain a new certificate for lodgement. Failure to lodge by the specified due date may result in an infringement of 2 penalty units (Reg 147V(1) Divisions 4- 6 of Part 9A of the Building Regulations 2018).

For further information regarding the swimming pool/spa regulations, including checklists relevant to barrier standards associated with your pool/spa or to find a practitioner, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools>.

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2170**.

Yours Sincerely,



Building Services
City of Whittlesea

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service
 **131 450**

Certificate of Registration



Presented to

Name: S L Stacey

Address: 31 Faculty Avenue Donnybrook VIC 3064

Type of pool/spa

Type: Pool

Date of construction/erection

Date: 30 November 2021

Compliance with safety barrier standard

Standard: AS1926.1-2012

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

Due Date: 17 November 2024

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line.

Building Services
City of Whittlesea

FORM 23
Regulations 147Y(4), 147ZB(2)
BUILDING REGULATIONS 2018
Building Act 1993

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

ZONNE REF NO: BLD20212185

Issued to:

Owner of the land (*the property*) on which the swimming pool or spa is located:

Name **SAMANTHA LEEANNE STACEY**
Postal Address **31 FACULTY AVE DONNYBROOK** Postcode **3064**
Telephone **0434 146 983**
Email **samantha.l.stacey@gmail.com**

Property Details

Project Address **31 FACULTY AVE DONNYBROOK 3064**
Title Details **LOT 546 VOLUME 12197 FOLIO 849 LP/PS 817166**
Municipal District

Type of swimming pool or spa:

Permanent swimming pool
Permanent spa
Relocatable swimming pool
Relocatable spa

Date of construction of the **Permanent Swimming Pool** : **30/11/2021**

Applicable barrier standard: **AS1926.1-2012**

The applicable barrier standard applies under:

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

Date(s) of inspection(s) of the swimming pool or spa barrier: **17 OCTOBER 2022**

Certification of compliance

Following inspection of the Permanent Swimming Pool barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of relevant building surveyor:



Relevant Building Surveyor

JASON SINGH BS-U 25124

Date:

23 MARCH 2023

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

Building inspector

Name of registered building practitioner:

Guney Demir

Building Practitioner Registration No:

IN-L 65248

ACN:

109 589 764

Address

**LEVEL 1, 11 BLACKBURNE SQUARE,
BERWICK VIC 3806**

Email

admin@zonne.com.au

Municipal district

APPENDIX

Conditions of Certificate of Pool and Spa Barrier Compliance

Following are conditions of the Certificate of Pool and Spa Barrier Compliance for this property and are required to be complied with.

1. *The draining of swimming pool waste water must be discharged in accordance with P2.2.4 Drainage from swimming pools and not cause illness to people; or affect other property. Where pumped discharge from a swimming pool connects to a gully riser it must be installed in accordance with NCC PCA Vol 3 and AS/NZS 3500.2. A non-pumped cleaning of filters and discharge of waste water must be conducted in accordance with manufacturers instructions and conducted in a manner that will not discharged to storm water, waterways, affect adjoining property or cause illness to people.*
2. *All landscaping must maintain compliance and the required clearances and falls from the dwelling.*
 - *Maintain minimum damp proof coarse/weep hole clearances to Clause 14.8.2 of AS4773.1.*
 - *Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.*
 - *Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.*
 - *Maintain any termite treatment management system to AS3660.1 & 3. (where required)*
 - *Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.*
 - *Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.*
3. *Regulation 147H The occupier of an allotment or a person who enters or leaves the pool or spa enclosure must ensure that any gate or door forming part of a pool or spa enclosure is in the closed position except when that person or another person is in the act of entering or leaving the enclosure.*
4. *Under Regulations 147L of the Building Regulations 2018 the owner must register an existing pool or spa barrier with the relevant council prior to 1 November 2020. A new or altered pool and spa barriers constructed after the 1 June 2020 must be registered with the relevant council within 30 days of the occupancy permit or certificate of final inspection or the date of this certificate. Failure to register may require you to obtain a new Form 23 - Certificate of Barrier Compliance and penalties may apply.*
5. *Regulation 147F The owner of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is properly maintained.*
6. *Regulation 147G An occupier of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is operating effectively.*
7. *Any alteration to the approved safety barrier cannot be conducted without a valid building permit.*
8. *Vegetation must be maintained in a non-climbable manner and maintains the minimum Non-Climbable Zone in accordance with AS1926.1-2012.*

FORM 17
Regulation 200
BUILDING REGULATIONS 2018
Building Act 1993

CERTIFICATE OF FINAL INSPECTION

CERTIFICATE N°: BS-U 25124/3599813990943
BUILDING PERMIT N°: BS-U 25124/3599813990943
ZONNE REF NO: BLD20212185

Property Details

Project Address **31 LOT 546 FACULTY AVE DONNYBROOK 3064**
Title Details **VOLUME 12197 FOLIO 849 LP/PS 817166**
Municipal District

Building permit details

Building permit number: **BS-U 25124/3599813990943**
Version of BCA applicable to permit: **2019**

Description of building work

Project Description **CONSTRUCTION OF A SWIMMING POOL AND SAFETY BARRIER**
Part of Building: Use: Class: Live Load:
SWIMMING POOL AND SAFETY BARRIER **DOMESTIC** **10b**

Conditions of Certificate of Final Inspection

Following are conditions of the Certificate of Final Inspection for this project and are required to be complied with.

- The draining of swimming pool waste water must be discharged in accordance with P2.2.4 Drainage from swimming pools and not cause illness to people; or affect other property. Where pumped discharge from a swimming pool connects to a gully riser it must be installed in accordance with NCC PCA Vol 3 and AS/NZS 3500.2. A non-pumped cleaning of filters and discharge of waste water must be conducted in accordance with manufacturers instructions and conducted in a manner that will not discharged to storm water, waterways, affect adjoining property or cause illness to people.*
- All landscaping must maintain compliance and the required clearances and falls from the dwelling.*
 - Maintain minimum damp proof coarse/weep hole clearances to Clause 14.8.2 of AS4773.1.*
 - Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.*
 - Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.*
 - Maintain any termite treatment management system to AS3660.1 & 3. (where required)*
 - Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.*
 - Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.*
- Regulation 147H The occupier of an allotment or a person who enters or leaves the pool or spa enclosure must ensure that any gate or door forming part of a pool or spa enclosure is in the closed position except when that person or another person is in the act of entering or leaving the enclosure.*
- Under Regulations 147L of the Building Regulations 2018 the owner must register an existing pool or spa barrier with the relevant council prior to 1 November 2020. A new or altered pool and spa barriers constructed after the 1 June 2020 must be registered with the relevant council within 30 days of the occupancy permit or certificate of final inspection or the date of this certificate. Failure to register may require you to obtain a new Form 23 - Certificate of Barrier Compliance and penalties may apply.*
- Regulation 147F The owner of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is properly maintained.*
- Regulation 147G An occupier of the land must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is operating effectively.*
- Any alteration to the approved safety barrier cannot be conducted without a valid building permit.*
- Vegetation must be maintained in a non-climbable manner and maintains the minimum Non-Climbable Zone in accordance with AS1926.1-2012.*

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name

Building practitioner registration no

Address

Email

Signature

JASON SINGH

BS-U 25124

**LEVEL 1, 11 BLACKBURNE SQUARE,
BERWICK VIC 3806**

admin@zonne.com.au



Municipal district

Certificate no

Certificate Date

Final Inspection Date

BS-U 25124/3599813990943

23/03/2023

17/10/2022



S L Stacey
31 Faculty Avenue
DONNYBROOK VIC 3064

025
R0_741000

Assessment number: **1063098**

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: AAFC78055B

Issue date: **31/07/2024**

Instalment 1

\$2,028.53

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$492.00**

Due By 30/11/2024

Instalment 3 **\$492.00**

Due By 28/02/2025

Instalment 4 **\$492.00**

Due By 31/05/2025

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

OR

Lump sum **\$3,504.53**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 31 Faculty Avenue DONNYBROOK VIC 3064

LOT 546 PS 817166K

Owner: Stacey Samantha Leeanne

Ward : North

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$460,000	\$750,000	\$37,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Balance Brought Forward	\$2,135.39
Transactions to date	-\$600.00

Council Charges

General rate 37,500 x 0.04683579	\$1,756.34
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 750,000 x 0.00008700	\$65.25
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Rates pensioner concession -\$309.50

Total \$3,504.53

Payments received after 15 July 2024 may not be included on this notice

Please go to <https://whittlesea-pay.enotices.com.au> to review or to cancel your payment plan. Existing plans will need to be updated to include the 2024/25 rates and charges

How to pay

whittlesea.vic.gov.au

Phone **1300 301 185**

Council Offices
See the back of this notice for opening hours and locations

BPAY

Biller Code: 5157
Ref: 1063098
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.

Scan the QR code or visit whittlesea-pay.enotices.com.au

Post Billpay

Post Billpay **Billpay Code: 0350**
Ref: 10630984

Pay in person at any post office:
 131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 10630984



*350 10630984

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

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

Interest on late payments

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

Allocation of payments

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

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

Date rates declared

21 May 2024

Fire Services Property Levy

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

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

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

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

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

Objection to a rate or charge

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

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

Change of name/address

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

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

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

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,756.34
Farm*	0.02810147	\$1,053.81

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

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

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

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

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

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

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

Your quarterly bill



Emailed to: samantha.l.stacey@gmail.com
MRS S STACEY
31 FACULTY AVE
DONNYBROOK VIC 3064

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	82 6950 0714
Invoice number	8264 3591 14397
Issue date	27 Aug 2024
Property address	31 FACULTY AVE DONNYBROOK
Property reference	5231803, LOT 546
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$201.96
Payment received thank you	-\$215.00
Balance carried forward	\$13.04 CR
This bill	
Usage charges	\$78.84
Service charges	
Water supply system	\$20.86
Sewerage system	\$119.50
Other authority charges	
Waterways and drainage	\$30.77
Parks	\$21.98
Adjustments	
Pension and concession rebate	-\$91.50
Direct debit/ebilling discount	-\$2.00
Total this bill (GST does not apply)	\$178.45
Total balance	\$165.41

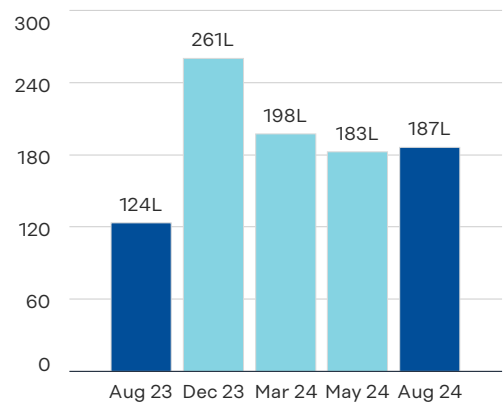


Recycled water is not available.
We're supplying drinking water but charging you the lower rate. When available it's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.

Your concession has been applied to this bill.

Your household's daily water use

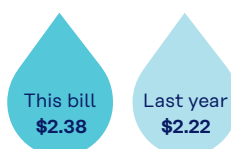
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

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



EFT

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

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 826947030



BPAY®

Bill code: 344366
Ref: 826 9500 7146



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

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



Post Billpay®

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

Bill code: 3042
Ref: 8264 3591 14397



Credit Card

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



*3042 826435911439 7

MRS S STACEY

Account number 82 6950 0714

Invoice number 8264 3591 14397

Balance \$165.41

As per your payment arrangement

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD29040 (Recycled Water)	115kL -	104kL =	11kL
From 27 May 2024 - 26 Aug 2024			(91 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
27 May 2024 - 30 Jun 2024	4.110kL x	\$1.8871 =	\$7.76
1 Jul 2024 - 26 Aug 2024	6.890kL x	\$1.9259 =	\$13.27
Total	11.000kL		\$21.03

Meter number	Current reading	Previous reading	Usage
YATD098407	219kL -	202kL =	17kL
From 27 May 2024 - 26 Aug 2024			(91 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
27/05/2024 - 30/06/2024			
Step 1 (0-440 litres per day)	6.352kL x	\$3.3438 =	\$21.24
01/07/2024 - 26/08/2024			
Step 1 (0-440 litres per day)	10.648kL x	\$3.4342 =	\$36.57
Total	17.000kL		\$57.81
Total usage charges			\$78.84

Price changes are effective from 1 July 2024.

Your charges explained

- **Recycled water usage charge**
27 May 2024 - 26 August 2024
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
27 May 2024 - 26 August 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2024 - 30 September 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2024 - 30 September 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - **Waterways and drainage charge**
1 July 2024 - 30 September 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 - **Parks charge**
1 July 2024 - 30 September 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Contact us

📞	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️	enquiry@yvwm.com.au		廣東話 1300 921 362
🌐	yvwm.com.au		Ελληνικά 1300 931 364
📞	TTY Voice Calls	133 677	普通话 1300 927 363
🗣️	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 25 Nov-2 Dec 2024

Our performance

We're committed to delivering on the outcomes our customers told us they value and expect.

🔗 Learn more at yvwm.com.au/performance

Pricing update

We're committed to keeping bills affordable, with bill increases lower than inflation. From 1 July 2024, bills will increase by 2.81% on average, which is 0.78% below inflation. This is around \$7.40 more on a typical quarterly bill.

🔗 Learn more at yvwm.com.au/prices



Property Clearance Certificate

Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1317

Certificate No: 80403337

Issue Date: 21 OCT 2024

Enquiries: JXD11

Land Address: 31 FACULTY AVENUE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47199240	546	817166	12197	849	\$0.00

Vendor: SAMANTHA GREEN (ALSO KNOWN AS SAMANTHA LEANNE STA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SAMANTHA LEEANNE STACEY	2024	\$460,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$725,000

SITE VALUE: \$460,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 80403337

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" 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 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 = \$1,830.00

Taxable Value = \$460,000

Calculated as \$1,350 plus (\$460,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80403337

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

CARD



Ref: 80403337

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1317

Certificate No: 80403337

Issue Date: 21 OCT 2024

Enquires: JXD11

Land Address: 31 FACULTY AVENUE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47199240	546	817166	12197	849	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$725,000
SITE VALUE:	\$460,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80403337

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.
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 / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1317

Certificate No: 80403337

Issue Date: 21 OCT 2024

Land Address: 31 FACULTY AVENUE DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
546	817166	12197	849

Vendor: SAMANTHA GREEN (ALSO KNOWN AS SAMANTHA LEANNE STA

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80403337

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 80403330</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 80403330</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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