

**SILVO HERCOG AND JENNIFER ANNE HERCOG**

to

---

**CONTRACT OF SALE OF LAND**

---

**Property: 16 Middle Court, Thomastown Vic 3074**



 **AICVIC**  
Endorsed by the Australian Institute  
of Conveyancers (Victorian Division)

**FRANK J. HORVAT & CO. CONVEYANCING**

Licensed Conveyancers

115a Wheatsheaf Road

Glenroy Vic 3046

Tel: (03) 9300 1077

Email: [julie@frankhorvat.com.au](mailto:julie@frankhorvat.com.au)

Ref: BLJ:JR:0999

Date Prepared: 10 December 2025

# Contract of Sale of Land

© Copyright September 2025

## 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*.

## Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

## Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

**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

# 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

in that order of priority.

**Property: 16 Middle Court, Thomastown Vic 3074**

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT. 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.

<b>SIGNED BY THE PURCHASER:</b>		On
<b>Print name(s) of person signing:</b>		
State Nature of authority, if applicable:		

<b>SIGNED BY THE PURCHASER:</b>		On
<b>Print name(s) of person signing:</b>		
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*

<b>SIGNED BY THE VENDOR:</b>		On
<b>Print name(s) of person signing:</b>	<b>Silvo Hercog</b>	
State Nature of authority, if applicable:		

<b>SIGNED BY THE VENDOR:</b>		On
<b>Print name(s) of person signing:</b>	<b>Jennifer Anne Hercog</b>	
State Nature of authority, if applicable:		

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

## Table of contents

Particulars of Sale

Special Conditions

General Conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

## Particulars of sale

### Vendor's estate agent

Harcourts Rata & Co

Email: sold@rataandco.com.au

Tel: 9436 6888

Mob:

Ref:

### Vendor

**Silvo Hercog and Jennifer Anne Hercog**

Of

Email:

### Vendor's legal practitioner or conveyancer

**Frank J. Horvat & Co. Conveyancing**

115A Wheatsheaf Road, Glenroy VIC 3046

Email: julie@frankhorvat.com.au

Tel: (03) 9300 1077

Mob:

Ref: BLJ:JR:0999

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: .....

Mob:

Ref:

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10434 Folio 302	155	PS418016F
Volume	Folio	

If no title or plan references 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: **16 Middle Court, Thomastown Vic 3074**

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

All fixture and fittings as inspected

**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 the \_\_\_\_\_ day of \_\_\_\_\_ 20..... Or earlier by mutual agreement

OUR OFFICE IS CLOSED FOR SETTLEMENT BOOKINGS BETWEEN 22 DECEMBER 2025 AND 15 JANUARY 2026 (INCLUSIVE). PLEASE DO NOT NOMINATE A SETTLEMENT DATE DURING THIS PERIOD AS BANKS ARE ALSO ON SKELETON STAFF AND MOST LAW AND CONVEYANCING OFFICES ARE CLOSED DURING THIS TIME.

**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 \_\_\_\_/\_\_\_\_/\_\_\_\_ with \_\_\_\_ options to renew, each of \_\_\_\_ years
- OR
- a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

Lender:

(or another lender chosen by the purchaser)

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 the last page; and*
- *attach additional pages if there is not enough space*

See Attached

INFORMATION ONLY

**SALE OF LAND REGULATIONS 2014**

**SCHEDULE 1**

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

\*1. No bids may be made on behalf of the Vendor of the land.

OR

\*1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

**9. Sale by Auction:**

The property is offered for sale by auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 and Schedule 5 to the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

## SALE OF LAND REGULATIONS 2014

### SCHEDULE 5

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

##### **1. Meaning of Vendor:**

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

##### **2. Bidding by Co-Owners:**

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

##### **3. Vendor Bids:**

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

The auctioneer can only make a Vendor bid if:

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

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

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether Vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a Vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the Contract of sale.

##### **5. Copies of the rules:**

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

##### **6. Questions:**

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

##### **7. Forbidden activities at auctions:**

The law forbids:

- a) any person bidding for a Vendor other than:

- i. the auctioneer (who can only make bids for a Vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - ii. a representative of a Vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- b) the auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it is made by a Vendor (or their representative) who is a co-owner wishing to purchase the property
  - c) the auctioneer acknowledging a bid if no bid was made
  - d) any person asking another person to bid on behalf of the Vendor, other than a Vendor who is a co-owner engaging a representative to bid for them
  - e) any person falsely claiming or falsely acknowledging that he or she made a bid
  - f) an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list

#### **8. Who made the bid?**

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

#### **9. It is an offence to disrupt an auction:**

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

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

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

#### **11. What law applies?**

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

## **SPECIAL CONDITIONS**

### **1. Corporation**

If the Purchaser is a corporation and intends to nominate a co-Purchaser or substitute Purchaser the Purchaser shall upon demand by the Vendor forthwith deliver to the Vendor an enforceable Guarantee and Indemnity of the full observance and performance by the Purchaser of every obligation of the purchase under this Contract duly executed by each and every Director of the Purchaser and any other person or corporation as may reasonably be required by the Vendor;

The Guarantee and Indemnity will be in a form stipulated by the Vendor as attached to this Contract and will be prepared by or on behalf of the Vendor but at the cost of the Purchaser;

If the duly executed Guarantee and Indemnity is not delivered to the Vendor within seven (7) days of the demand therefore the Purchaser will be deemed to be in default under this Contract.

### **2. Acceptance of use of Land**

- a) The Purchaser shall satisfy himself on the matter of use of the land and shall be deemed to have accepted this Contract with full knowledge and subject to any prohibition or restriction thereon and in particular as to the use of the land whether under or in pursuance of an Act, Ordinance, Regulation, By-law, Town Planning Scheme or Interim Development Order or other Statutory Enactment or Order of Court or otherwise;
- b) Completion of this Contract shall not be conditional or dependent upon any matter referred to in this Special Condition.

### **3. Condition of Property**

3.1. The property and any chattels are sold:

- a) In their 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;

3.2. The Purchaser agrees not to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters contained in this clause.

3.3. The Purchaser agrees that no failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects or validity of this Contract.

### **4. Vendors Agents Representations**

The Purchaser acknowledges that the Vendor's Agent has acted as Agent of the Vendor and that no information representation or warranty (save such as are contained in the Vendor's Statement made pursuant to Section 32 of the Sale of Land Act) of the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon.

### **5. Deposit**

The deposit moneys payable by the Purchaser shall be paid to either the Vendor's Agent or the Vendor's Conveyancers, Frank J. Horvat & Co. Conveyancing to be held on trust for the Purchaser as stakeholder pursuant to Section 24 of the *Sale of Land Act* 1962.

## 6. Not in Use

## 7. Restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Ministry for Planning and Environment and any other town planning acts or schemes.

## 8. Vendors Conveyancers

The Conveyancers acting on behalf of the Vendor are Frank J. Horvat & Co. Conveyancing of 115A Wheatsheaf Road, Glenroy VIC, 3046.

## 9. Stamp Duty: Purchasers buying unequal interest:

- a) If there is more than one (1) Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions);
- b) If the proportions recorded on the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- d) This Special Condition will not merge on completion.

## 10. Purchaser in Default

- 10.1. Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract.

- 10.2. General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss:

- a) all costs associated with bridging finance to complete the Vendor's purchase of another property;
- b) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;
- c) accommodation expenses incurred by the Vendor;
- d) the Vendor's legal costs and expenses as between legal representative and client incurred due to the breach;
- e) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and
- f) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property".

- g) \$900.00 plus GST for the preparation of each notice of default/rescission (or any lesser amount demanded by the Vendor) plus settlement rescheduling fees referred to in Special Condition 14.

## **11. Adjustments**

### **11.1. Rate adjustments:**

- a) The Vendor shall pay or discharge all rates and other outgoings (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the Settlement Date.
- b) The Purchaser shall pay, adjust or discharge all rates and other outgoings with respect to the Property from the Day of Settlement.
- c) Rates and other outgoings shall be apportioned at Completion:
  - i. In the case of those paid by the Vendor, on the amount actually paid;
  - ii. In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
  - iii. In the case of those not levied but the amount can be ascertained by advice from the relevant rating authority, on the amount advised by the relevant rating and taxing authority; and
  - iv. In the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the Completion Date, on the amount payable in that separate assessment disregarding any discount for early payment.

- 11.2. The Statement of Adjustments and supporting certificates must be provided to the Vendors representative at least three business days prior to settlement. Failing to do so will incur an administrative fee payable at settlement by the Purchaser in the sum of \$165.00 to the Vendors representative.

## **12. Tenancy and Apportionment of Rental – If Applicable**

- 12.1. If the property is sold Subject to Tenancy then the Purchaser acknowledges and agrees that the Property is sold subject to a Tenancy Agreement (the "Tenancy Agreement") between the Vendor and the current tenant as per the attached Tenancy Agreement.
- 12.2. The Purchaser agrees to accept the Property with the Tenant in occupation and does not require vacant possession at settlement.
- 12.3. The Purchaser acknowledges and accepts the terms of the Tenancy Agreement, whether written or verbal, and accepts title to the Property subject to the existing tenancy.
- 12.4. The Vendor warrants that the Tenant has been informed of the sale and has agreed to continue the tenancy under the same terms and conditions as the existing Tenancy Agreement.
- 12.5. The Vendor agrees to provide the Purchaser with the contact details of the Tenant and any relevant information regarding the Tenancy Agreement prior to settlement but does not warrant the accuracy of any provided information and the Purchaser must satisfy itself in this regard.
- 12.6. The rental and outgoings (if any) shall be apportioned as follows:
  - 12.6.1. The Vendor is entitled to all rent and outgoings up to and including the day of settlement, and the Purchaser is entitled to all rent and is liable for all outgoings from the day after settlement.

- 12.6.2. Any rental arrears owing by the tenant as at the date of settlement shall be apportioned in favour of the Vendor by the Purchaser.
- 12.6.3. The Purchaser agrees that, at settlement, the Vendor shall be entitled to the full amount of any rental arrears outstanding as at the settlement date, regardless of when such arrears are paid by the tenant.
- 12.6.4. In the event that the Vendor has received any rental contributions paid in advance, the vendor must allow an adjustment in favour of the Purchaser.
- 12.7. The Purchaser agrees to indemnify the Vendor from any claims, demands, or actions arising out of or in connection with the Tenancy Agreement, including but not limited to any disputes with the Tenant regarding the terms of the tenancy.
- 12.8. The Purchaser covenants and agrees that the Purchaser shall not be entitled to make any claim, objection or requisition or attempt to rescind or terminate this Contract or to delay or defer completion or to withhold any part of the Purchase Price or claim any compensation as a result of or in respect of any matters described in this Special Condition 12.
- 12.9. This Special Condition 12 is a fundamental term of the Contract and will not merge on settlement.

### **13. Loan**

- 13.1. General Condition 20.2(c) is varied by including the words “and provides the Vendor’s Solicitors a letter from a financial institution (not a broker or other source)”;
- 13.2. General Condition 20.2(c) is varied by deleting the words “on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor.”

### **14. Late Settlement/Rescheduling Fee**

If the Purchaser fails to settle on the date scheduled for settlement and settlement is rescheduled the Purchaser will be in default of this Contract and shall pay the Vendor’s legal representative for any rescheduled settlement on the next or following days which will attract a fee of \$375.00 plus GST to be paid at settlement.

### **15. Contract Variations**

- 15.1. The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor’s legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.
- 15.2. If the Purchaser requests for any variation to the Contract after signing, the Purchaser agrees to pay the Vendor’s legal representative on settlement by way of adjustment a cost of \$350.00 plus GST for every variation, including but not limited to any extensions of key dates and rescheduling of settlement, with or without defaulting under the Contract.

### **16. Nomination**

- 16.1. The Purchaser may nominate a substitute Purchaser and may only exercise the Purchaser’s rights under General Condition 4 if the Purchaser delivers to the Vendor at least 14 days before settlement a signed notice nominating an additional or substitute Purchaser (“Deed of Nomination”):-
  - a) properly completed with all of the relevant details;
  - b) executed by the Purchaser and the nominated Purchaser (“Nominee”);
  - c) an amount of \$330.00 inclusive of GST payable to the Vendor’s legal representative at settlement being their costs for advising the Vendor on compliance with this Special Condition;

- d) accompanied by the guarantee and indemnity as required which is attached herewith;
- e) includes:
  - i. if the Purchaser is not a Foreign Person, a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor. The Purchaser and the Nominee jointly and severally indemnify the Vendor against all Claims and losses which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or become liable for) as a consequence of the Vendor having relied upon the nominee's warranty; or
  - ii. if the Purchaser is a Foreign Purchaser, a copy of the FIRB Approval for its purchase of the Property from the Vendor; and
  - iii. (if the margin scheme applies) a written agreement by the Nominee with the Vendor that the Vendor will apply the margin scheme to calculate the GST payable in respect of the taxable supply for which the consideration of the Price.

#### **17. Contamination of Land**

The Purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

#### **18. Early Possession**

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the reasonable costs associated with the said preparation.

#### **19. Swimming Pool/Spa**

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that they have made their own enquiries regarding its compliance or their obligations as future owners under the provisions of any Building Regulations and have not relied on any representations made by the Vendors or the Agents in this regard.

#### **20. Supply and Connection of Services**

The Vendor and Purchaser agree that:

- a) **ELECTRICITY:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of electricity with his/her chosen service provider.
- b) **GAS:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of gas with his/her chosen service provider.
- c) **WATER & SEWERAGE:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of water/sewerage to the property with his/her chosen service provider.
- d) **TELEPHONE:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of telephone services with his/her chosen service provider.

**NOTE:** In the event that the Vendor has paid for connection fees the Purchaser will reimburse the Vendor

for the cost of same.

## **21. Owner Builder Warranty (if applicable) – BUILDING ACT 1993 – SECT 137C**

- 21.1. The following warranties are part of every Contract to which section 137B applies which relates to the sale of a home –
- a) the Vendor warrants that 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 workmanlike manner; and
  - b) the Vendor warrants that 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) the Vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.
- 21.2. In addition to the Purchaser under a Contract to which section 137B applies, any person who is a successor in title to the Purchaser may take proceedings for a breach of the warranties listed in subsection (20.1) as if that person were a party to the Contract.

## **22. FIRB: (Foreign Investment Review Board)**

- 22.1. The Purchaser warrants to the Vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers Act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as result of the Vendor having relied on this warranty at the time of entering into this Contract.
- 22.2. Where the Purchaser is not a resident and ordinarily domiciled in Australia or a foreign company, the Purchaser shall:
- a) within 60 days of request of the Vendor produce to the Vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of:
    - i. written confirmation from an Australian bank showing funds on deposit being available for the settlement of the Contract;
    - ii. a letter of approval from an Australian Bank in respect of any loan to be taken out by the Purchaser for the settlement of the Contract;
    - iii. any other approval or confirmation approved by the Vendor sufficient to show the ability of the Purchaser to pay the residue owing.
  - b) any failure by the Purchaser to comply with the provisions of this clause shall be deemed a material breach of this Contract and the Vendor shall be entitled to rescind this Contract.

## **23. Christmas & New Year Period**

- 23.1. If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January or the next business day of the following calendar year.
- 23.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set and 15 January or the next business day of the

following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

#### **24. Self-Representative Purchaser**

In the event that the Purchaser/s will be self-representing then the Purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing Real Estate transactions. The self-represented Purchaser/s is placed on notice that if the VOI is not supplied prior to the settlement date the Vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the Purchaser/s has provided formal verification of identity in the appropriate format.

#### **25. MSA Levy – (if applicable)**

25.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic) ("MSA Act") namely the Melbourne Strategic Assessment ("MSA").

25.2. The Purchaser acknowledges that subject to either: -

- a) Settlement occurring; or
- b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a "Levy event" which has the meaning given to that term in the MSA Act in relation to the Property ("MSA Levy")

the Purchaser in accordance with this Special Condition 25 is and will be wholly and solely liable for payment of the MSA Levy in respect of the Property.

25.3. If the MSA Levy arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either: -

- a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the relevant Authority in respect of such MSA Levy on or prior to the due date for payment; or
- b) Make payment of the MSA Levy on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the MSA Levy payment made and as and when requested by the Vendor.

25.4. The Purchaser will have full carriage of all applications submissions and proceedings relating to the MSA and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

25.5. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any MSA Levy or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

#### **26. GAIC – (if applicable)**

26.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Planning and Environment Amendment (Growth Areas Infrastructure Contribution) Act 2010* (Vic) ("GAIC Act") namely the Growth Areas Infrastructure Contribution ("GAIC").

26.2. The Purchaser acknowledges that subject to either: -

- a) Settlement occurring; or

- b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a GAIC event which, has the meaning given to that term in the *Planning and Environment Act 1987* (Vic) in relation to the Property

the Purchaser in accordance with this Special Condition 26 is and will be wholly and solely liable for payment of GAIC in respect of the Property.

- 26.3. If GAIC arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either:
  - a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the State Revenue Office in respect of such GAIC on or prior to the due date for payment; or
  - b) Make payment of the GAIC on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the GAIC payment made and as and when requested by the Vendor.
- 26.4. The Purchaser will have full carriage of all applications, submissions and proceedings relating to GAIC and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.
- 26.5. The Purchaser will not lodge any type of application, submission or proposal of any nature with Council for purposes of obtaining any planning permit or approval for their intended development of the property prior to settlement having occurred.
- 26.6. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any GAIC or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

## **27. Solar Panels**

This special condition only applies if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold and the parties agree as follows:

- 27.1 Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to fee-in tariff pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
- 27.2 The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- 27.3 The Vendor makes no representation or warranties with respect to the solar panels in relation to their conditions, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

## **28. No Merger on Settlement**

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract remains in full force and effect notwithstanding settlement and the provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of the foregoing.

- 29. The Purchaser acknowledges and confirms that General Condition 35.4(a) shall be varied by deleting the words "the deposit up to 10% of the price" and being replaced with the words "all deposit monies as stated in the Contract". This Special Condition will remain a fundamental term and will not merge at settlement.
- 30. If there is any inconsistency between the General Conditions and any Special Condition, then to the extent of any inconsistency the Special Condition will prevail and have priority.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

---

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

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

## **12. DOMESTIC BUILDING INSURANCE**

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor’s possession relating to the property, if requested in writing to do so at least 14 days before settlement.

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor’s chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor’s title if –
- (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* (Vic).

## 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 stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
  - (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement –
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must –
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract;
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract; and
  - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

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

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
    - (i) a registered building surveyor;
    - (ii) a registered building inspector;
    - (iii) a registered domestic builder; or
    - (iv) an architect, which is –
      - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
      - (vi) identifies a current defect in a structure on the land; and the author states is a major defect.
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite –
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

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

- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non- payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

---

## 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
  - (d) by email.
- 27.4 Any document properly sent by –
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before

the day of sale and does not relate to periodic outgoings.

- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

## 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

**34. DEFAULT NOTICE**

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

**35. DEFAULT NOT REMEDIED**

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



**EXECUTED AS A DEED**

<b>EXECUTED BY</b>	)	
	)	
<b>ACN</b>		
<b>in accordance with Section 127 of the Corporations Act 2001 by being signed by the Authorised person:</b>		..... Director Name: Address:
		..... Secretary Name: Address:

<b>SIGNED BY THE SAID</b>	)	
	)	
<b>in the presence of:</b>	)	
.....		Signature
Signature of witness		
.....		
Print name of witness		

<b>SIGNED BY THE SAID</b>	)	
	)	
<b>in the presence of:</b>	)	
.....		Signature
Signature of witness		
.....		
Print name of witness		

# Due Diligence Checklist

(04/10/2016) consumer.vic.gov.au/duediligencechecklist

## ***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.

## 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.

# GST WITHHOLDING NOTICE

## TO THE PURCHASER:

In accordance with Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* (TAA 1953), you are notified that our supply of real property to you is:

**VENDOR/S:** Silvo Hercog and Jennifer Anne Hercog

**PROPERTY ADDRESS:** 16 Middle Court, Thomastown Vic 3074

Are you required to withhold a GST amount from the Contract Price and remit it to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*

Yes  No

### No withholding for residential premises because:

- Vendor not registered or required to be registered
- The premises are not new
- The premises were created by substantial renovation
- The premises are a commercial residential premises

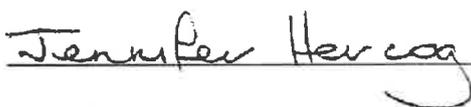
### No withholding for potential residential land because:

- Vendor not registered or required to be registered
- The land includes a building used for commercial purposes
- The purchaser is registered for GST and acquires the property for a creditable purpose

Signed:

  
\_\_\_\_\_

Silvo Hercog

  
\_\_\_\_\_

Jennifer Anne Hercog

Dated:

30 / 11 / 2025

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	16 Middle Court, Thomastown 3074	
<b>Vendor's name</b>	Silvo Hercog	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Jennifer Anne Hercog	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(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 of 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 documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**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. Building Permit No: BS-L389408/20172318/0 for Pool

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

## 10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

1. Register Search Statement Volume 10434 Folio 302
2. Plan of Subdivision PS418016F
3. Covenant
4. Section 173 Agreement
5. Detailed Property Report
6. Planning Property Report
7. Whittlesea Shire Council Rates Notice
8. Yarra Valley Water Information Statement
9. Land Tax Certificate
10. Vic Roads Certificate
11. Council Building Information Certificate 51(1)
12. City of Whittlesea Letter for Compliance of Pool
13. Building Permit for Pool
14. Certificate of Final inspection – Pool
15. Form 23 Certificate of Barrier Compliance
16. ATO FRCGW Clearance Certificates

INFORMATION ONLY

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

Page 1 of 1

VOLUME 10434 FOLIO 302

Security no : 124130406867J  
Produced 02/12/2025 01:52 PM

**LAND DESCRIPTION**

Lot 155 on Plan of Subdivision 418016F.  
PARENT TITLE Volume 10375 Folio 608  
Created by instrument PS418016F 17/03/1999

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JENNIFER ANNE HERCOG  
SILVO HERCOG both of 16 MIDDLE COURT THOMASTOWN VIC 3074  
AS201167P 27/05/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY517267V 21/10/2024  
PEPPER FINANCE CORPORATION LTD

COVENANT W054346G 19/05/1999

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
T704929E 30/05/1995

**DIAGRAM LOCATION**

SEE PS418016F 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: 16 MIDDLE COURT THOMASTOWN VIC 3074

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 21/10/2024

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	<b>Plan</b>
Document Identification	<b>PS418016F</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>02/12/2025 13:52</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

# PLAN OF SUBDIVISION

STAGE NO.

LTO use only

Plan Number

**EDITION 2**

**PS 418016F**

## Location of Land

**Parish:** KEELBUNDORA  
**Township:**  
**Section:**  
**Crown Allotment:**  
**Crown Portion:** 20 (PART)  
**LTO Base Record:** LITHO (2856)  
**Title Reference:** Vol. 10375 Fol. 608  
**Last Plan Reference:** PS405224V LOT B  
**Postal Address:** MURCHISON WAY  
 (at time of subdivision) THOMASTOWN, 3074.  
**AMG Co-ordinates** E 326 900 Zone: 55  
 (of approx. centre of land in plan) N 5827 200

## Council Certification and Endorsement

Council Name: CITY OF WHITTLESEA Ref: 146031

- This plan is certified under section 6 of the Subdivision Act 1988.
- This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 **26 / 5 / 1998**
- ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~  
**OPEN SPACE**  
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has ~~has not~~ been made.  
 (ii) The requirement has been satisfied.  
 (iii) ~~The requirement is to be satisfied in Stage.....~~  
~~Council delegate~~  
~~Council seal~~  
~~Date~~ / /  
 Re-certified under section 11(7) of the Subdivision Act 1988  
~~Council Delegate~~  
~~Council Seal~~  
 Date **5 / 8 / 98**

## Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R1	CITY OF WHITTLESEA

## Notations

**Staging** This ~~is~~/is not a staged subdivision  
 Planning Permit No. \_\_\_\_\_

## Depth Limitation

DOES NOT APPLY.

**Survey** This plan is ~~is not~~ based on survey in PS339856W & PS406221W  
 This survey has been connected to permanent marks no(s) —  
 In Proclaimed Survey Area No. —

## Easement Information

**Legend:** E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance  
 A - Appurtenant Easement R - Encumbering Easement (Road)

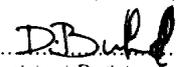
## LTO use only

Statement of Compliance/  
 Exemption Statement

Received   
 Date **16 / 3 / 99**

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE SEWERAGE	SEE DIAGRAM	PS405224V PS405224V	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LTD.
E-2	SEWERAGE DRAINAGE		THIS PLAN THIS PLAN	YARRA VALLEY WATER LTD. CITY OF WHITTLESEA
E-3	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LTD.

## LTO use only

PLAN REGISTERED  
 TIME **4.10 PM**  
 DATE **17 / 3 / 99**  
  
 Assistant Registrar of Titles

Sheet 1 of 4 Sheets

## Millar & Merrigan Pty. Ltd

TOWN PLANNERS, LAND SURVEYORS & CONSULTING ENGINEERS.

A.C.N. 005 541 668  
 21 COOLSTORE ROAD, CROYDON, 3136, P.O. BOX 247  
 (FAX 9725 2710) PH.9725 8866

LICENSED SURVEYOR (PRINT)..... **BRADLEY TERJESEN**.....

SIGNATURE..... DATE **21 / 7 / 98**

REF **924755** VERSION 3: 21/7/98

DATE **5 / 8 / 98**

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

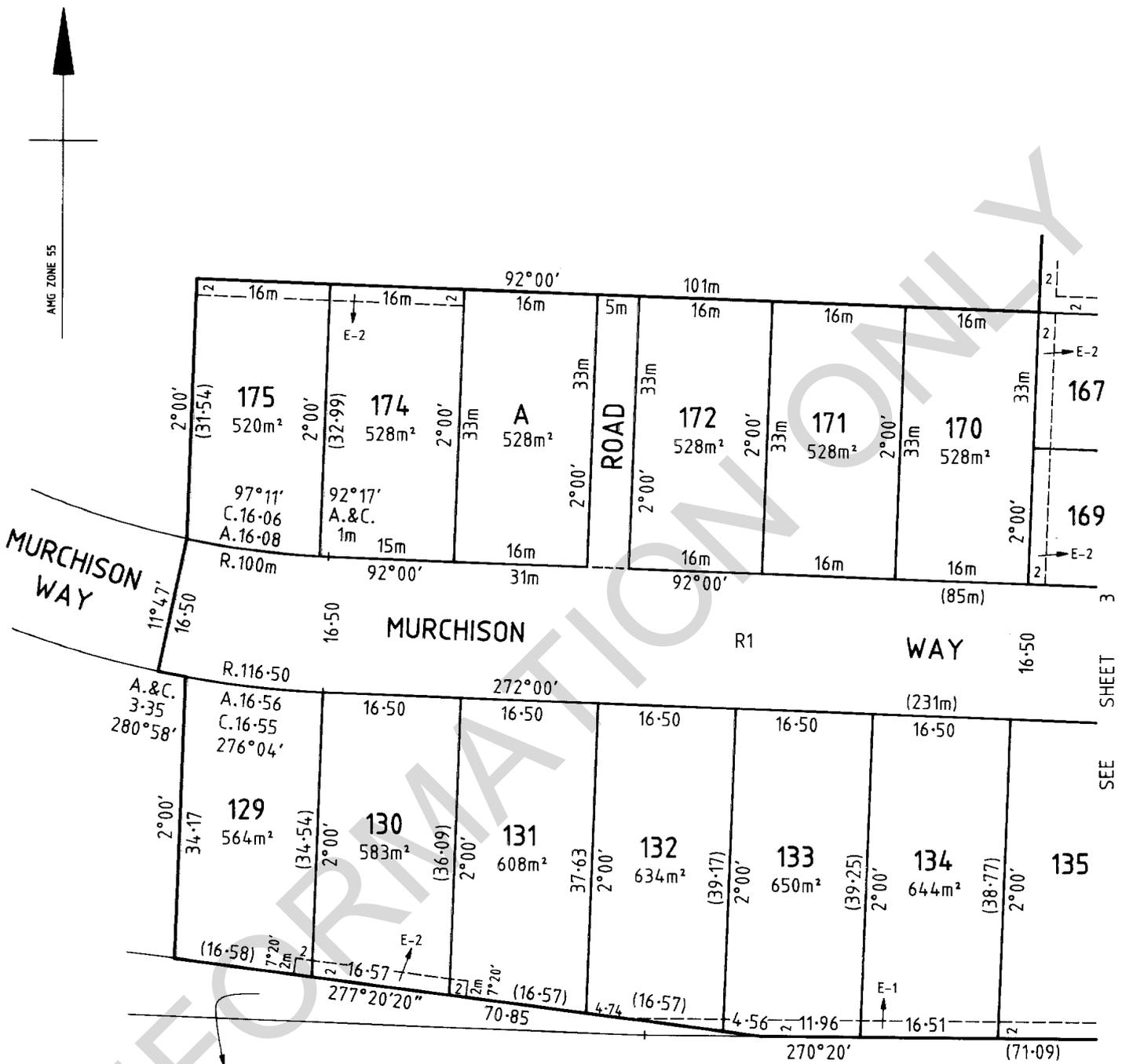
**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 418016F**

AMG ZONE 55



SEE SHEET 3

150 mm  
140  
130  
120  
110  
100  
90  
80  
70  
60  
50  
40  
30  
20  
10

**RESERVE FOR DRAINAGE AND FLOODWAY PURPOSES**

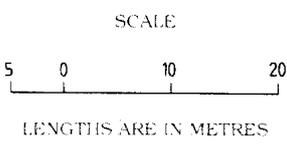
**Millar & Merrigan Pty. Ltd**

TOWN PLANNERS, LAND SURVEYORS & CONSULTING ENGINEERS.

A.C.N. 005 541 668  
21 COOLSTORE ROAD, CROYDON, 3136, P.O. BOX 247  
(FAX 9725 2710) PH.9725 8866

Sheet 2 of 4 sheets

ORIGINAL  
SCALE SHEET SIZE  
1:500 A3



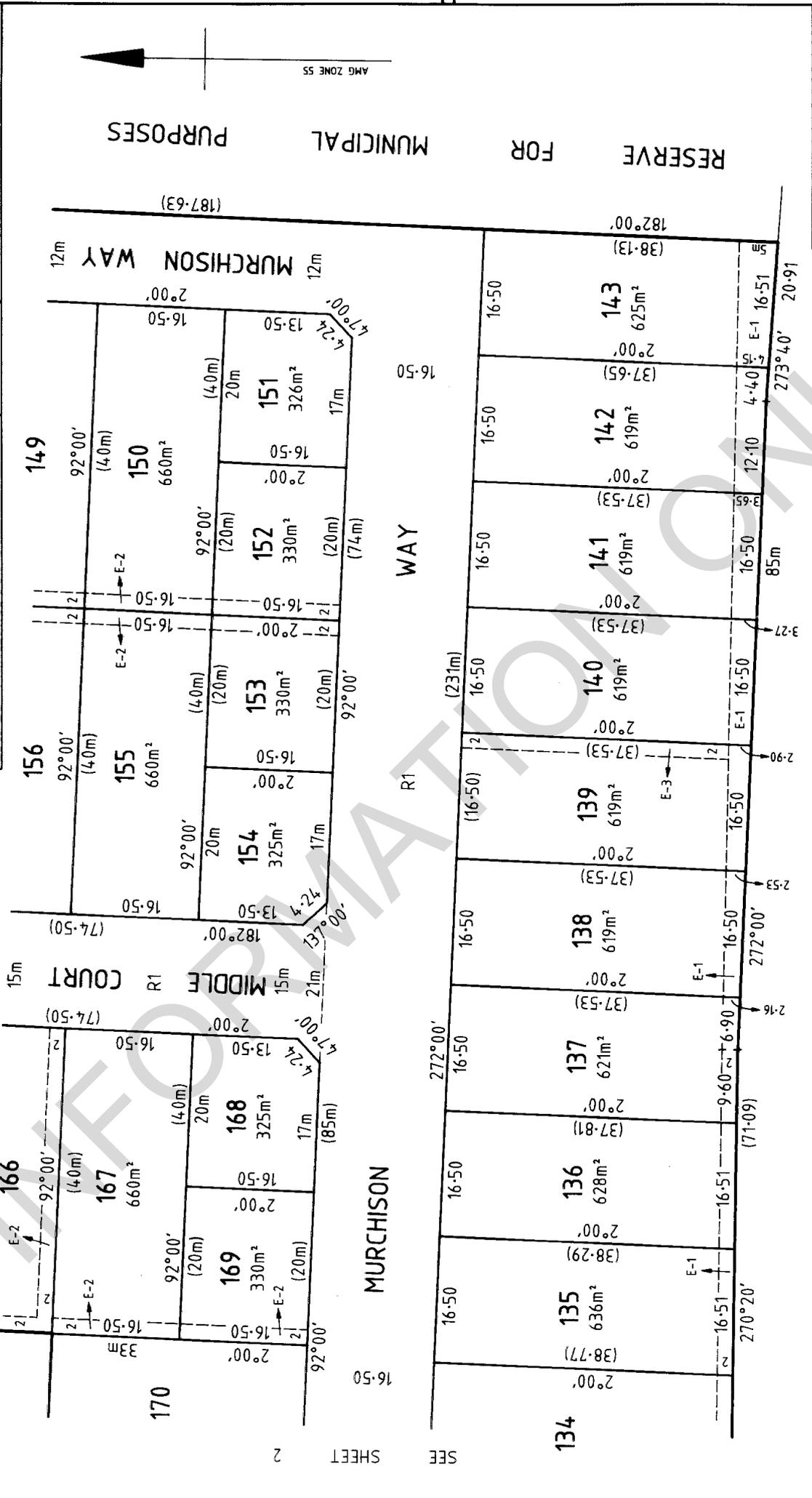
LICENSED SURVEYOR (PRINT) **BRADLEY TERJESEN**  
SIGNATURE..... DATE / /  
REF **9247S5** VERSION **3**

DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No. \_\_\_\_\_

Plan Number **PS 418016F**



Sheet 3 of 4 Sheets

LICENSED SURVEYOR (PRINT) **BRADLEY TERJESEN**

SIGNATURE \_\_\_\_\_ DATE / /

REF **924755** VERSION **3**

SCALE **1:500** ORIGINAL SHEET SIZE **A3**

SCALE 0 10 20

LENGTHS ARE IN METRES

DATE / /

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

150 mm

**PLAN OF SUBDIVISION**

Stage No. \_\_\_\_\_

Plan Number **PS 418016F**



LICENSED SURVEYOR (PRINT) **BRADLEY TERJESEN**

SIGNATURE \_\_\_\_\_ DATE / /

REF **924755** VERSION **3**

LICENSED SURVEYOR (PRINT) **BRADLEY TERJESEN**

SIGNATURE \_\_\_\_\_ DATE / /

REF **924755** VERSION **3**

SCALE

5 0 10 20

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500 SHEET SIZE A3

**Millar & Merrigan Pty. Ltd**

TOWN PLANNERS, LAND SURVEYORS & CONSULTING ENGINEERS.

A.C.N. 005 541 668

21 COOLSTORE ROAD, CROYDON, 3136, P.O. BOX 247

(FAX 9725 7710) PH 9725 8866





# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>W054346G</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>02/12/2025 13:52</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: ELTAU

Phone: .....

Address: .....

Ref.: .....

Customer Code: 602T



**W054346G**  
190599 0910 45 60

MADE AVAILABLE/CHANGE CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—  
 —together with any easements created by this transfer;  
 —subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and  
 —subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

CERTIFICATE OF TITLE VOLUME 10634 FOLIO 302

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

**IMAGED**

Consideration:

\$60,000.00

Transferor: (full name)

A.C.N  
JALA PTY LTD CAN 006 587 060

Transferee: (full name and address including postcode)

DALE JOHN SAVAGE and RUTH OLWYN NEWAY both of 16 Herbert Street Northcote Vic 300 as joint proprietors

Directing Party: (full name)



Creation and/or Reservation and/or Covenant:

And the said DALE JOHN SAVAGE and RUTH OLWYN NEWAY with the intent that the benefit of this covenant shall be attached and run at law and in equity with every lot on Plan of Subdivision PS 418016F other than the lot(s) hereby transferred and that the burden of this covenant shall be annexed to and run at law in equity with the said land hereby transferred do hereby for themselves and their Transferees, executors and administrators and assigns and as a separate covenant with the said JALA PTY LTD and other the registered proprietor or proprietors for the time being of the land comprised in the said plan of subdivision or any part or parts thereof (if other than the lot hereby transferred that the said DALE JOHN SAVAGE and RUTH OLWYN NEWAY shall not at any

Continued on T2 Page 2

Approval No. 593988L

ORDER TO REGISTER

Please register and issue title to

STAMP DUTY USE ONLY

**T2**

Signed

Cust. Code:

Victorian Stamp Duty  
\$. 1240 -  
Original/Counterpart/Collateral  
Transaction Number. 4544  
Date 17/4/99  
Signature [Signature]  
Stamp Act 1958

THE BACK OF THIS FORM MUST NOT BE USED



time hereafter on the said lot hereby transferred or any part or parts thereof erect or cause to be erected any dwelling and/or garage other than a dwelling and/or garage unless 75% of the external walls (excluding windows) shall be constructed of brick, brick veneer, stone or like material and unless the roof of such dwelling house and of any such outbuildings shall be constructed of cement, tiles, terracotta tiles, slate, colorbond or other like material and unless the minimum area of the dwelling to be erected on the land hereby sold shall comprise 120 square metres (13 sq metres) exclusive of any garage or carport.

Dated: *27/11/2024*

Execution and attestation:

THE COMMON SEAL OF JALA PTY LTD 006 587 060 )  
Was hereunto affixed in accordance with its )  
memorandum & articles of Association in the presence of: )



*L. Freeman*  
..... Director  
LOWA FREEMAN  
533 DRUMMOND ST CARLTON

*Mario Logiudice*  
..... Secretary  
MARIO LOGIUDICE  
333 DRUMMOND ST CARLTON

Signed by the said Transferee  
in the presence of:  
*[Signature]*  
..... Witness

*[Signature]*  
.....  
DJS  
*[Signature]*  
.....  
RON

Approval No. 593988L

**W054346G**  
190599 0910 45 60

**T2 Page 2**



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>T704929E</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>02/12/2025 13:52</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

T704929E

Lodged by Home WILKINSON  
Code 9852

300595 1137 MISC \$59 T704929E

VICTORIA

PRICE BRENT

APPLICANT CONTROL ISSUE ORDER APPLIC TO - SEE BACK

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND Lot A on P/S 339856 <sup>W</sup> BEING THE LAND in CT 10268 - 197  
~~Certificates of Title volume 6791 folios 126 and 127, volume 9754 folios 631 and 632 and volume 10144 folio 776~~

ADDRESS OF LAND  
Leslie Street, Thomastown

AMENDED  
= 1 FEB 1995  
With consent of  
Solicitor for App<sup>t</sup>

RESPONSIBLE AUTHORITY  
Whittlesea City Council

PLANNING SCHEME  
Whittlesea Planning Scheme

AGREEMENT DATE  
6 October 1994

AGREEMENT WITH Jala Pty. Ltd., Illag Nominees Pty. Ltd. and L. Galli Group Pty. Ltd.

A copy of this Agreement is attached to this Application.

Signature for the Responsible Authority..... *[Signature]*

Name of Officer... MR. LINDSAY ESMONDE.....

Date ... 5-10-94.....

*10/16/2/96*

**THIS AGREEMENT** is made on

6 October 1994

**PARTIES:** **WHITTLESEA CITY COUNCIL** of Civic Centre, Ferres Boulevard, South Morang (the "Responsible Authority")

**AND** **JALA PTY. LTD. (ACN 006 587 060)** of 333 Drummond Street, Carlton, **ILLAG NOMINEES PTY. LTD. (ACN 005 155 804)** of 3/222 High Street, Kew and **L. GALLI GROUP PTY. LTD. formerly LAGILL NOMINEES PTY. LTD. (ACN 005 155 859)** of 3/222 High Street, Kew (the "Owners")

**RECITALS:**

- A. The Owners are the owners of the land contained in certificates of title volume 6791 folios 126 and 127 and volume 9754 folios 631 and 632.
- B. Under an agreement dated 16 June 1994 with the Roads Corporation, the Owners will become the owners of the land contained in certificate of title volume 10144 folio 776.
- C. The Owners have applied to the Responsible Authority to amend the Whittlesea Planning Scheme (the "amendment") to enable the Owners to subdivide the land contained in certificates of title volume 6791 folios 126 and 127, volume 9754 folios 631 and 632 and volume 10144 folio 776 to be known as the Darebin Gardens Estate (the "subdivision") as set out in the attached plan of subdivision (the "plan").
- D. The subdivision does not require a planning permit provided the Responsible Authority is satisfied that it is generally in accordance with the plans that have been exhibited by the Owners and this agreement is complied with (the "requirements").
- E. The subdivision will be developed in stages.
- F. Lots as indicated on the plan are dual occupancies and do not require planning approval provided the requirements are complied with.

**THE PARTIES AGREE:**

1. **STATUS OF AGREEMENT**

This agreement is made under section 173 of the *Planning & Environment Act 1987*

- 2 -

(the "Act").

2. **COMMENCEMENT AND ENDING**

2.1 This agreement commences upon signing by the parties.

2.2 The Owners must not commence any works on the subdivision until the amendment comes into force.

2.3 Prior to the issue of the statement of compliance for any stage of the subdivision, the Owners may notify the Responsible Authority that the provisions of this agreement have been complied with in relation to that particular stage.

2.4 On being satisfied as to the circumstances in clause 2.3, the Responsible Authority must apply to the Registrar of Titles under section 183(2) of the Act to cancel that part of the memorandum of this agreement that is registered on the title for the relevant stage of the subdivision.

2.5 Each time the Responsible Authority applies to cancel a part of the memorandum under clause 2.4, the Owners must pay its legal costs fixed at \$400.

3. **OWNERS' COVENANTS**

The Owners covenant that -

- (a) before a use which in the opinion of the Responsible Authority is sensitive commences on the subdivision, or before a building is constructed on the subdivision for a use which in the opinion of the Responsible Authority is sensitive, or before works are carried out on the subdivision in association with what in the opinion of the Responsible Authority is sensitive, a certificate of environmental audit under section 57AA of the *Environment Protection Act 1970* must be obtained and a copy provided to the Responsible Authority;
- (b) the plan will include the location of existing trees and native vegetation and identify which trees are to be removed;
- (c) they must provide the Responsible Authority with a management plan

- 3 -

within 30 days of the execution of the agreement in relation to the maintenance and preservation of all trees and native vegetation on the land;

- (d) no tree or native vegetation may be removed from the land without the consent of the Responsible Authority;
- (e) the requirements of all Referral Authorities as set out in the letters annexed to this agreement will be complied with and evidence that this has been done provided to the Responsible Authority;
- (f) pedestrian paths from the subdivision to Rochester Drive over the Melbourne Water Yan Yean Pipe Track will be constructed to the satisfaction of Melbourne Water and the Responsible Authority;
- (g) one sports oval measuring 170 metres x 130 metres and one sports oval measuring 150 metres x 120 metres will be re-constructed prior to the issue of the statement of compliance for the last stage of the subdivision in the locations as indicated on the plan including the provision to the satisfaction of the Responsible Authority of -
  - (i) fencing to the oval boundaries;
  - (ii) proper top soil;
  - (iii) cricket pitch reconstruction;
  - (iv) reinstatement of the water reticulation systems that existed prior to the land being subdivided; and
  - (v) reinstatement of the floodlighting systems in place before the land was subdivided.
- (h) should a floodway be required to be provided on the subdivision, it will be incorporated into the plan and constructed to the satisfaction of the relevant Referral Authority and the Responsible Authority;
- (i) all public open space contained in the subdivision will be developed and fenced to the satisfaction of the Responsible Authority provided that the open space adjacent to the Darebin Creek does not need to be developed;
- (j) the lowest point of any lot contained on the subdivision will be at least 300 millimetres above the designated flood level of the land determined by Melbourne Water;

- 4 -

- (k) all public reserves located on the subdivision will be maintained to the satisfaction of the Responsible Authority in accordance with a management plan to be lodged with the Responsible Authority by the Owners within 60 days of execution of this agreement until 3 months after the issue of the statement of compliance for the last stage of the subdivision (the "subdivision maintenance period");
- (l) bicycle paths will be provided on the subdivision and incorporated in the plan to the satisfaction of the Responsible Authority;
- (m) all public open space contained in the subdivision will be transferred to the Responsible Authority at the cost of the Owners;
- (n) that part of the Council reserve in Leslie Street shown on the plan as being hatched blue will be transferred to the Owners at the Owners' cost;
- (o) road and drainage works on the subdivision will be provided as required by the Responsible Authority and the relevant Referral Authorities and completed to the satisfaction of the Responsible Authority;
- (p) prior to work commencing on each stage of the subdivision a streetscape plan satisfactory to the Responsible Authority will be submitted to the Responsible Authority;
- (q) street lighting within the subdivision will be provided to the satisfaction of the Responsible Authority;
- (r) pedestrian paths constructed either under this agreement or in accordance with the plan will be maintained to the satisfaction of the Responsible Authority throughout the subdivision maintenance period;
- (s) traffic control systems will be provided as directed by the Responsible Authority;
- (t) they will pay the reasonable legal costs of the Responsible Authority in relation to the drafting, execution and subsequent registration of this agreement fixed at \$1,500;

- 5 -

- (u) the provisions of the *Subdivision Act* 1988 will be complied with; and
- (v) plans that comply with "Vic Code 2" to the satisfaction of the Responsible Authority will be submitted prior to building approval being granted for lots to be used for dual occupancy.

4. **LOTS WITH LANDFILL**

The Owners acknowledge that lots contained in the subdivision with landfill up to a depth of over 500 millimetres will require additional works to be performed in relation to foundation systems. The Owners will supply the Responsible Authority with information to the best of their knowledge regarding which lots have received landfill up to a depth over 500 millimetres. Such information will then be available for inspection at the offices of the Responsible Authority.

5. **RESPONSIBLE AUTHORITY'S OBLIGATION**

The Responsible Authority must issue a statement of compliance for each stage of the subdivision if all obligations under this agreement have been met by the Owners in relation to that stage.

6. **RELEASE AND INDEMNITY**

6.1 The Owners release the Responsible Authority, its employees and agents to the full extent permitted by law from all actions, claims and demands of any kind in respect of or resulting from any of the Owners, their employees' or agents' actions in performing its obligations under this agreement.

6.2 The Owners indemnify the Responsible Authority against any liability or loss which arises from, and any costs, charges or expenses incurred in connection with the performance of their obligations under this agreement.

7. **BREACH**

7.1 If the Owners fail to perform any of their obligations under this agreement (the "breach"), the Responsible Authority may -

- (a) withhold the issuing of a statement of compliance for any stage of the

subdivision if it has not yet issued;

- (b) serve a written notice on the Owners specifying the breach and requiring it to be remedied within 14 days or such longer period as the Responsible Authority may consider appropriate.

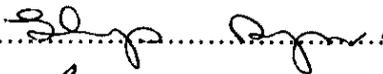
7.2 If the breach is not remedied within the required time, the Responsible Authority may -

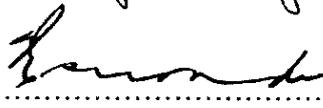
- (a) remedy the breach by carrying out any works it deems necessary in order to do so;
- (b) send an account to the Owners requiring payment of the costs of carrying out the works under (a) within 30 days;
- (c) if the Owners fail to pay the account within 30 days, recover the costs of remedying the breach and interest from the date of the account at a rate determined under section 172 of the *Local Government Act 1989*, from the Owners as a civil debt.

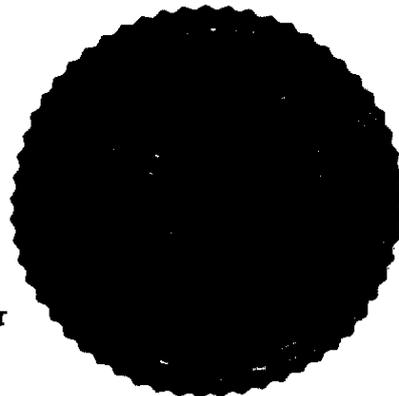
**EXECUTED AS AN AGREEMENT**

THE COMMON SEAL of )  
 WHITTLESEA CITY COUNCIL is )  
 affixed in the presence of: )

 ..... Mayor

 ..... Councillor

 ..... Municipal Clerk/Chief Executive Officer



**THE COMMON SEAL of JALA PTY. LTD. (ACN 006 587 060)** is affixed in accordance with its Articles of Association in the presence of:



*[Signature]* ..... Director

*[Signature]* ..... Director/Secretary

**THE COMMON SEAL of ILLAG NOMINEES PTY. LTD. (ACN 005 155 804)** is affixed in accordance with its Articles of Association in the presence of:



*[Signature]* ..... Director

*[Signature]* ..... Director/Secretary

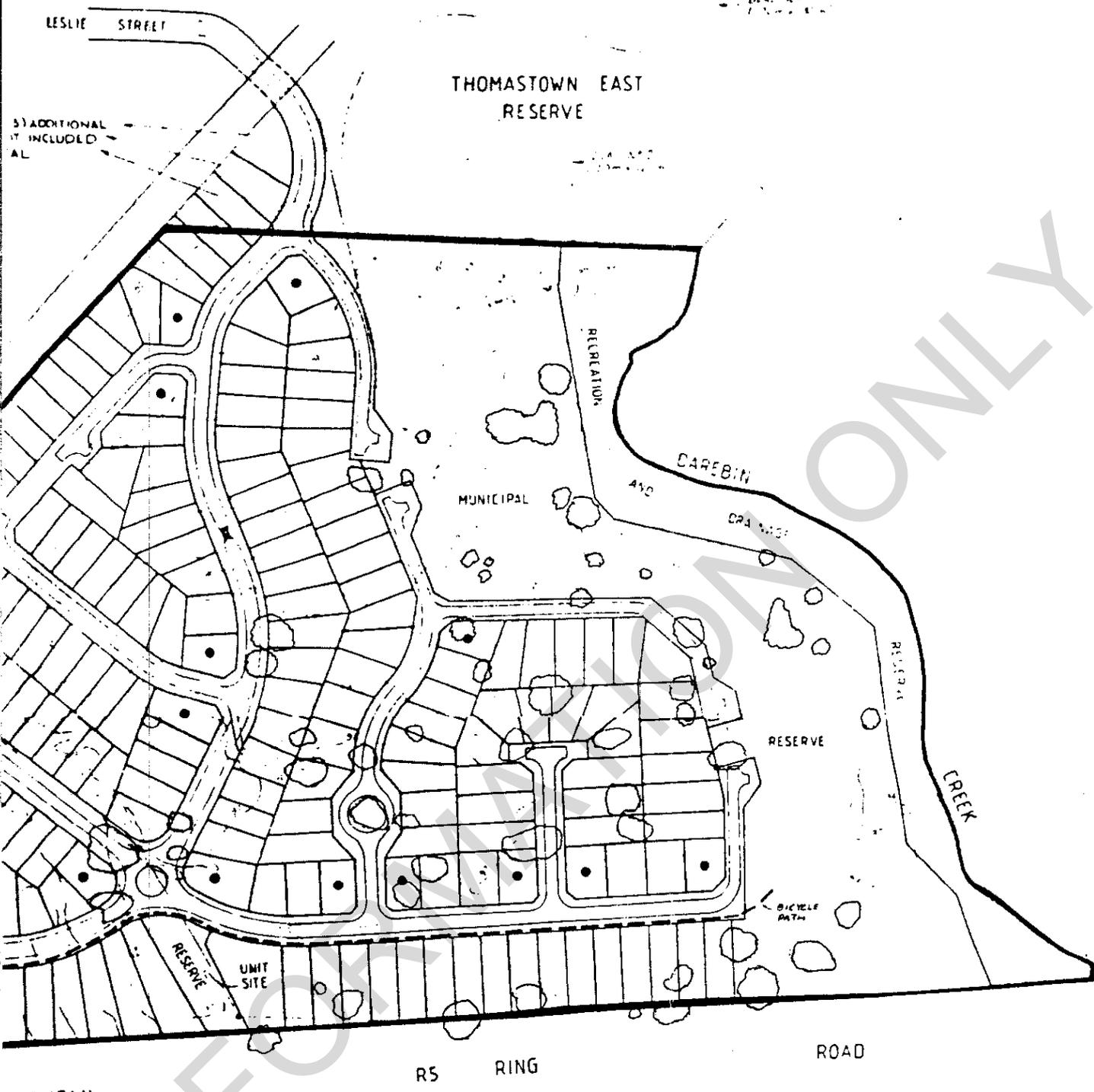
**THE COMMON SEAL of L. GALLI GROUP PTY. LTD. (ACN 005 155 859)** is affixed in accordance with its Articles of Association in the presence of:



*[Signature]* ..... Director

*[Signature]* ..... Director/Secretary





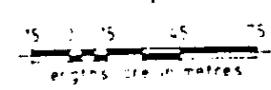
OVERSIZED PLAN  
 Sheet 1 of 2

1		

NOTES  
 ○ EXISTING TREE / SHRUB  
 TREES ONLY TO BE REMOVED IF SO REQUIRED BY APPROVED ENGINEER PLANS

● DUAL OCCUPANCY SITES

FEATURES SHOWN HEREON HAVE BEEN INTERPOLATED FROM AERIAL PHOTOGRAPH



DATE: AUG 1994  
 MUNICIPALITY CITY OF WHITESTEA

<b>PROPOSED SUBDIVISION</b> <b>DAREBIN GARDENS ESTATE</b> <b>THOMASTOWN EAST</b>		
<b>Millar &amp; Merrigan Pty. Ltd.</b> <small>LAND PLANNERS AND SURVEYORS &amp; CIVIL ENGINEERS</small>		REF: 92470

Created at 02 December 2025 10:10 AM

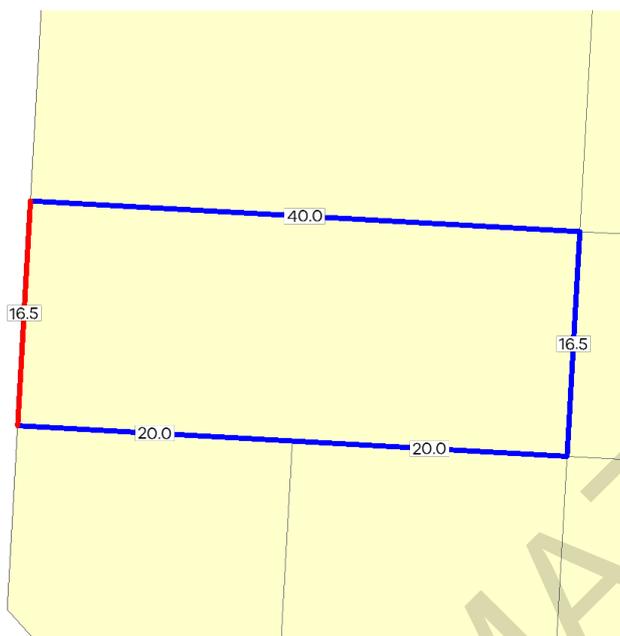
## PROPERTY DETAILS

Address: **16 MIDDLE COURT THOMASTOWN 3074**  
Lot and Plan Number: **Lot 155 PS418016**  
Standard Parcel Identifier (SPI): **155\PS418016**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **445270**  
Directory Reference: **Melway 9 E9**

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

## SITE DIMENSIONS

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



**Area:** 660 sq. m

**Perimeter:** 113 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

The Planning Property Report for this property can be 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](http://www.planning.vic.gov.au) at 02 December 2025 10:10 AM

## PROPERTY DETAILS

Address: **16 MIDDLE COURT THOMASTOWN 3074**  
 Lot and Plan Number: **Lot 155 PS418016**  
 Standard Parcel Identifier (SPI): **155\PS418016**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **445270**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 9 E9**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

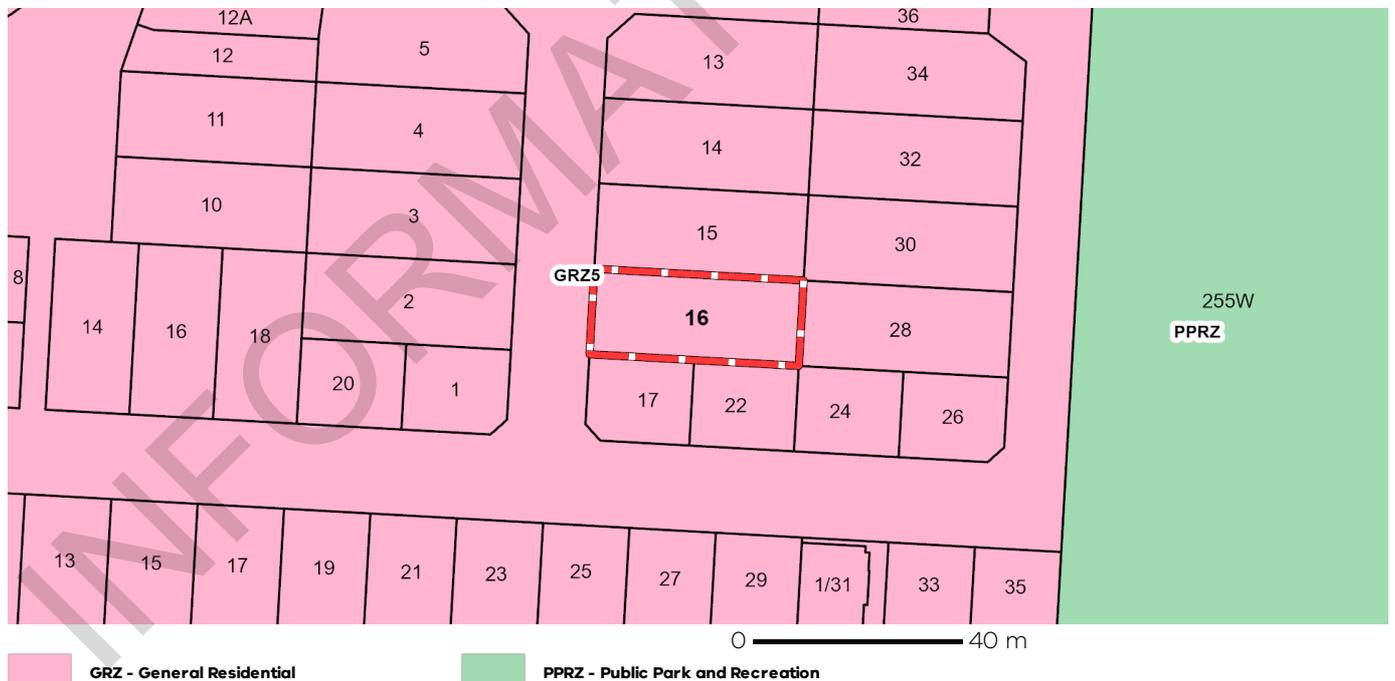
Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)

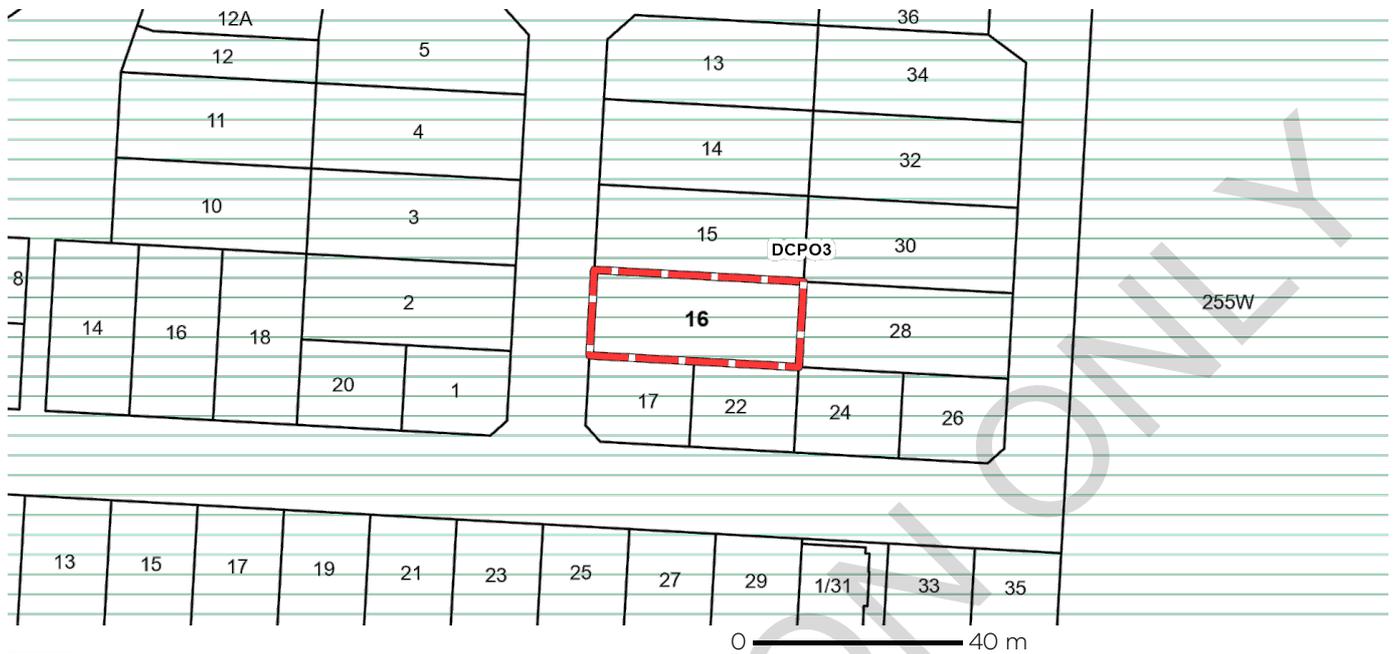


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



**DCPO - Development Contributions Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



**VPO - Vegetation Protection Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

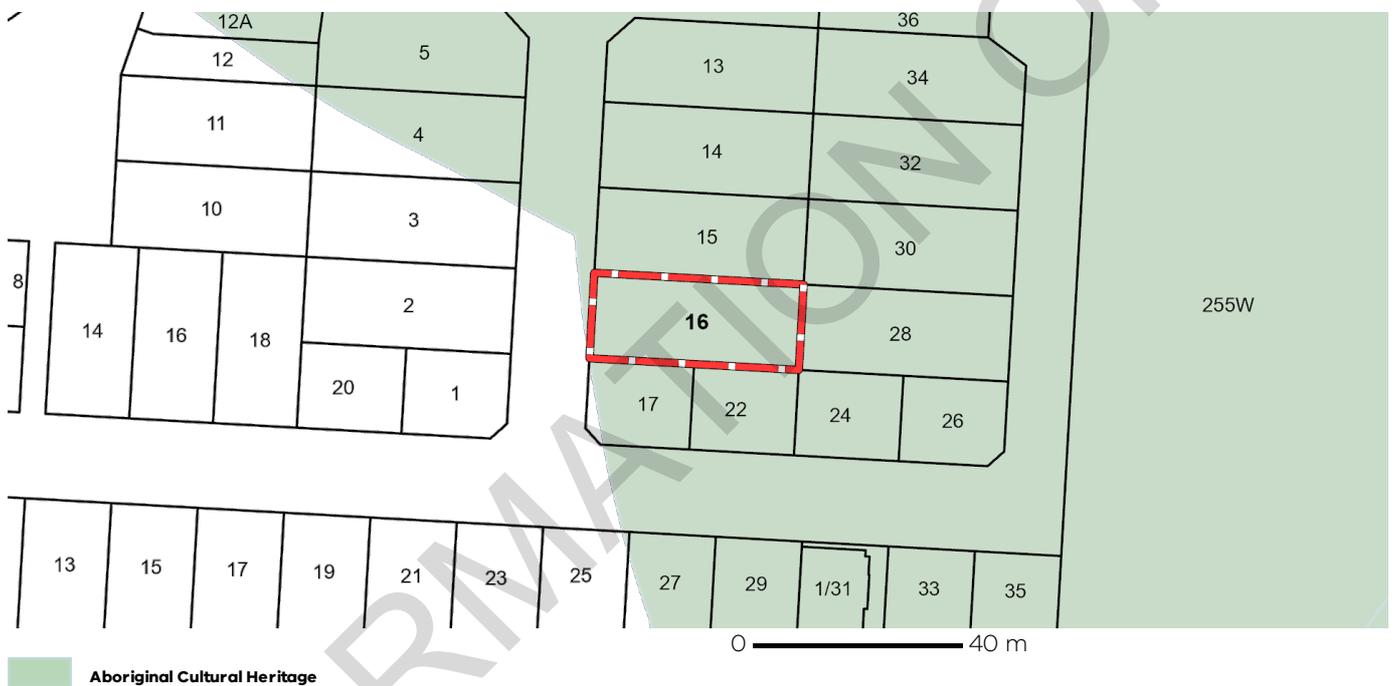
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 1 December 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

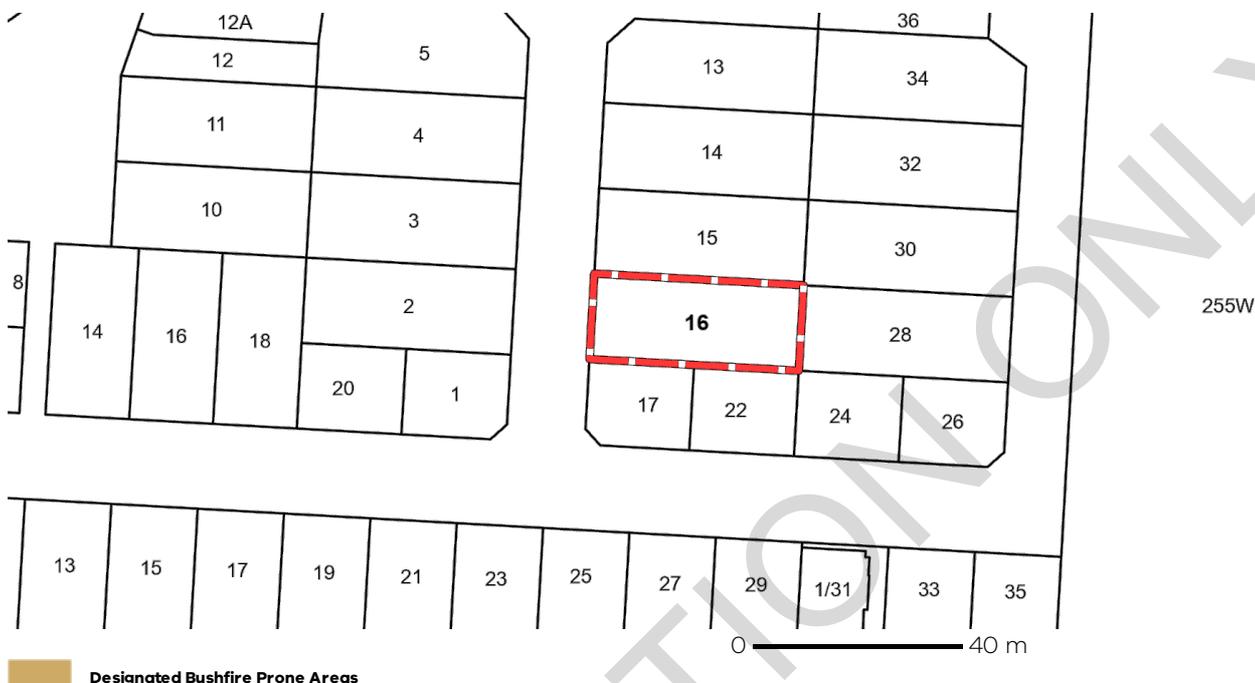
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



**City of Whittlesea**

Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Valuation and rates notice

For the period 1 July 2025 to 30 June 2026

J A Hercog & S Hercog  
16 Middle Court  
THOMASTOWN VIC 3074

Assessment number: **0445270**



To receive your rates notice via email, register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: **D170B9A8ER**

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

## Instalment 1

**\$349.69**

Due By 30/09/2025

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

Instalment 2 **\$723.00**  
Due By 30/11/2025

Instalment 3 **\$723.00**  
Due By 28/02/2026

Instalment 4 **\$723.00**  
Due By 31/05/2026

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

**OR**

Lump sum **\$2,518.69**  
Due By 15/02/2026

Access free and discounted waste disposal vouchers online



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

Waste and recycling vouchers are now online – [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers)

### Property Details 16 Middle Court THOMASTOWN VIC 3074

LOT 155 PS 418016F

Owner: Hercog, Jennifer Anne & Hercog, Silvo

Ward: Thomastown

### Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$550,000	\$925,000	\$46,250
Level of value date 01/01/2025		Valuation operative date 01/07/2025
AVPCC 110 Detached Dwelling		

### State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 925,000 x 0.00017300	\$160.03
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

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

### Council Rates And Charges

Balance Brought Forward	-\$74.30
Transactions to date	-\$300.00
General rate 46,250 x 0.04728680	\$2,187.01
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
<b>Total</b>	<b>\$2,518.69</b>

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

### How to pay

- [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)
- VISA**
- Phone 1300 301 185
- VISA**
- Council Offices**  
See the back of this notice for opening hours and locations

**BPAY**  
  
**Bill Code: 5157**  
**Ref: 0445270**  
BPAY this payment via internet or phone banking



\*350 4452709

**FlexiPay**  
  
Set up your flexible payment options.



Scan the QR code or visit  
[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



**Post Billpay**  
 **Billpay Code: 0350**  
**Ref: 4452709**

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



\*350 4452709

2nd December 2025

FRANK J HORVAT &amp; CO CONVEYANCING

Dear FRANK J HORVAT &amp; CO CONVEYANCING,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	16 MIDDLE COURT THOMASTOWN 3074
<b>Applicant</b>	FRANK J HORVAT & CO CONVEYANCING
<b>Information Statement</b>	30995221
<b>Conveyancing Account Number</b>	3810156454
<b>Your Reference</b>	0999 Hercog

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	16 MIDDLE COURT THOMASTOWN 3074
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	16 MIDDLE COURT THOMASTOWN 3074
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

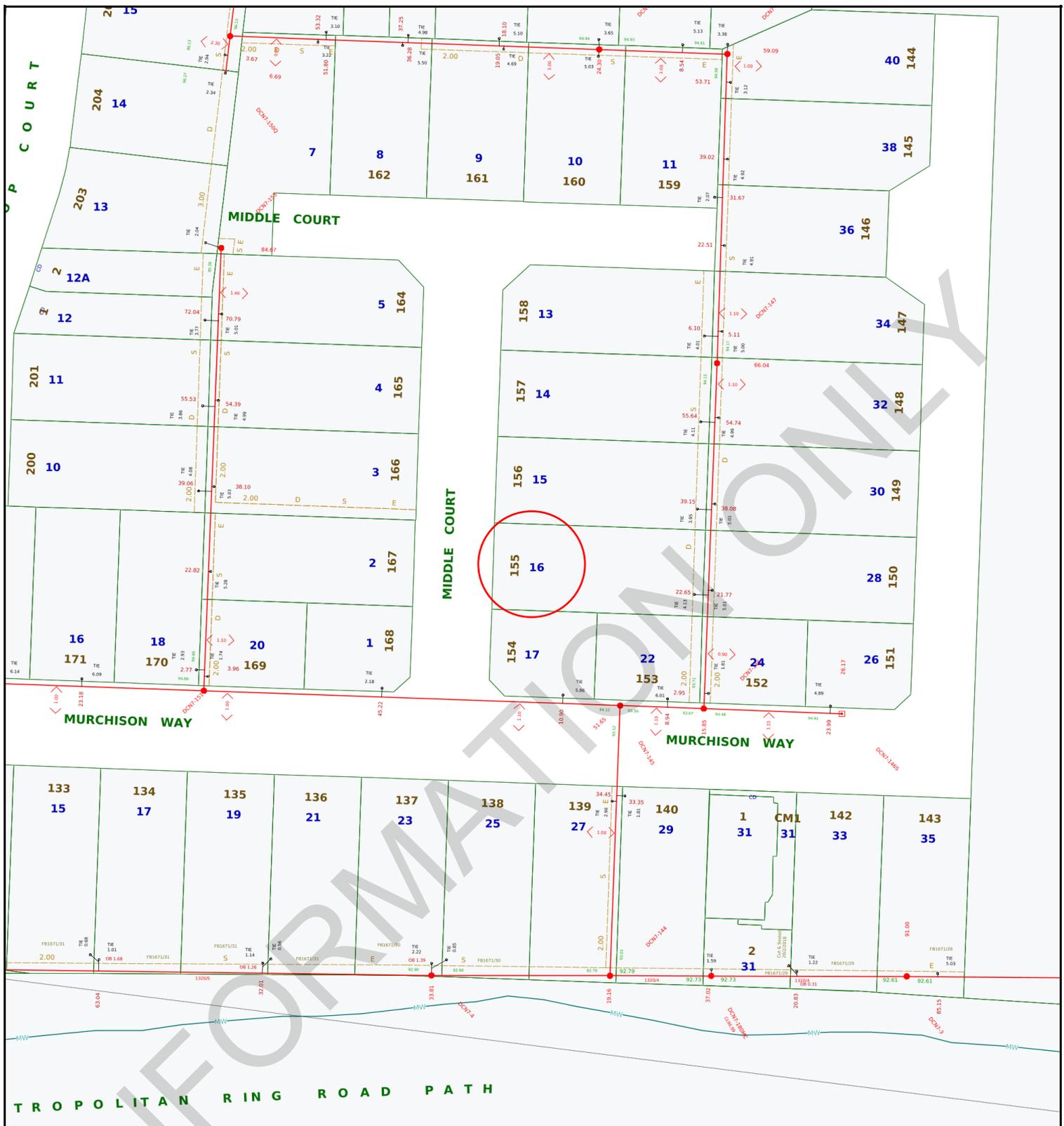
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland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

The Darebin Creek (Middle 4520) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30995221**

<b>Address</b>	16 MIDDLE COURT THOMASTOWN 3074
<b>Date</b>	02/12/2025
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

3rd August 2017

**Application ID: 273181**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Sewer Connection</b>	911568

INFORMATION ONLY

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **SEWER**

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

by a Yarra Valley Water accredited live sewer contractor.

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

FRANK J HORVAT & CO CONVEYANCING  
julie@frankhorvat.com.au

## RATES CERTIFICATE

**Account No:** 6191939785  
**Rate Certificate No:** 30995221

**Date of Issue:** 02/12/2025  
**Your Ref:** 0999 Hercog

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
16 MIDDLE CT, THOMASTOWN VIC 3074	155\PS418016	1555438	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 40.480000kL x \$3.57240000 = \$144.61</i> <i>Step 2 – 27.520000kL x \$4.68710000 = \$128.99</i> Estimated Average Daily Usage \$2.97	30-07-2025 to 30-10-2025	\$273.60	\$273.60
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$471.58



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

INFORMATION

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

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

---

**Property No:** 1555438

**Address:** 16 MIDDLE CT, THOMASTOWN VIC 3074

**Water Information Statement Number:** 30995221

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 61919397858

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

12th December 2017

Justin Otterbach  
Albatross Pools  
care of  
justin@albatrosspools.com.au

Dear Justin Otterbach,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	303849
<b>Property Address</b>	16 MIDDLE COURT THOMASTOWN 3074
<b>Service Location ID</b>	1555438

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

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

**Build Over Condition Summary \***

Excavation & Landscaping

- can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m

Swimming pool fence and or fence.

- must be easily removed if required and place no additional load on Yarra Valley Water assets

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

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

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

Yours sincerely,

A handwritten signature in black ink that reads "John Maudsley". The signature is written in a cursive style with a large initial "J".

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

### **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

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

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.  
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

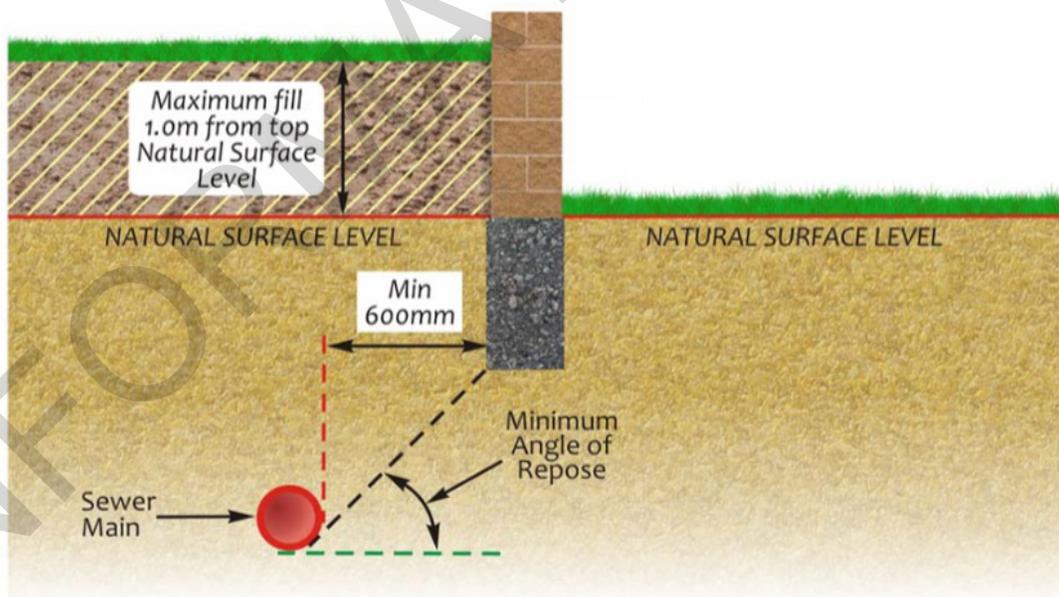
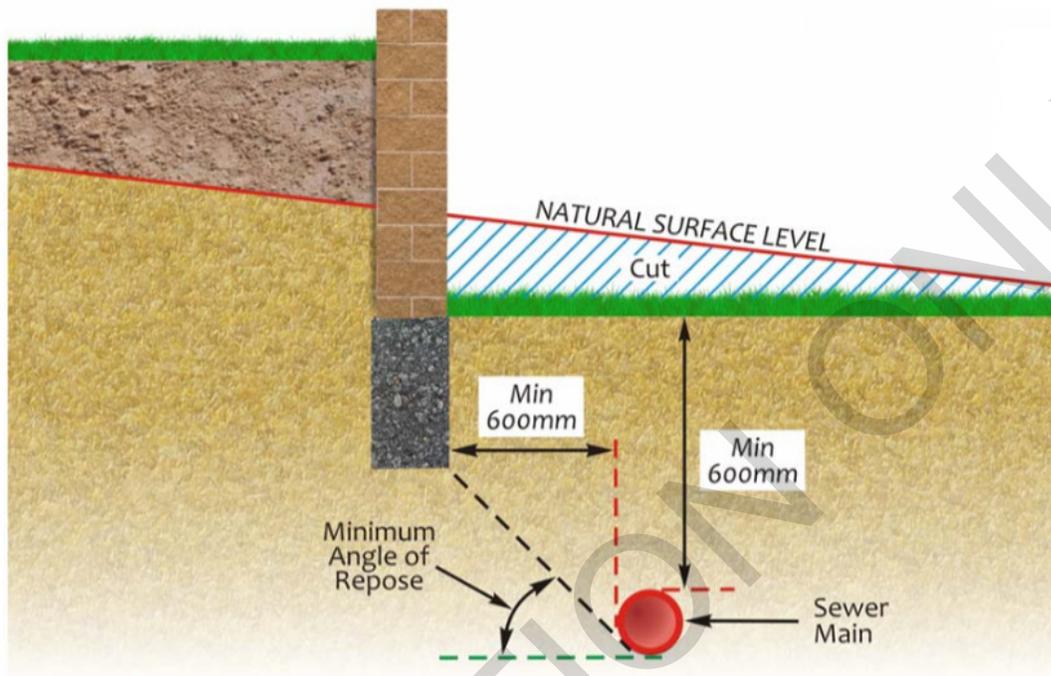
For any swimming pool fences and or fences in the vicinity of a sewer main, the following apply:

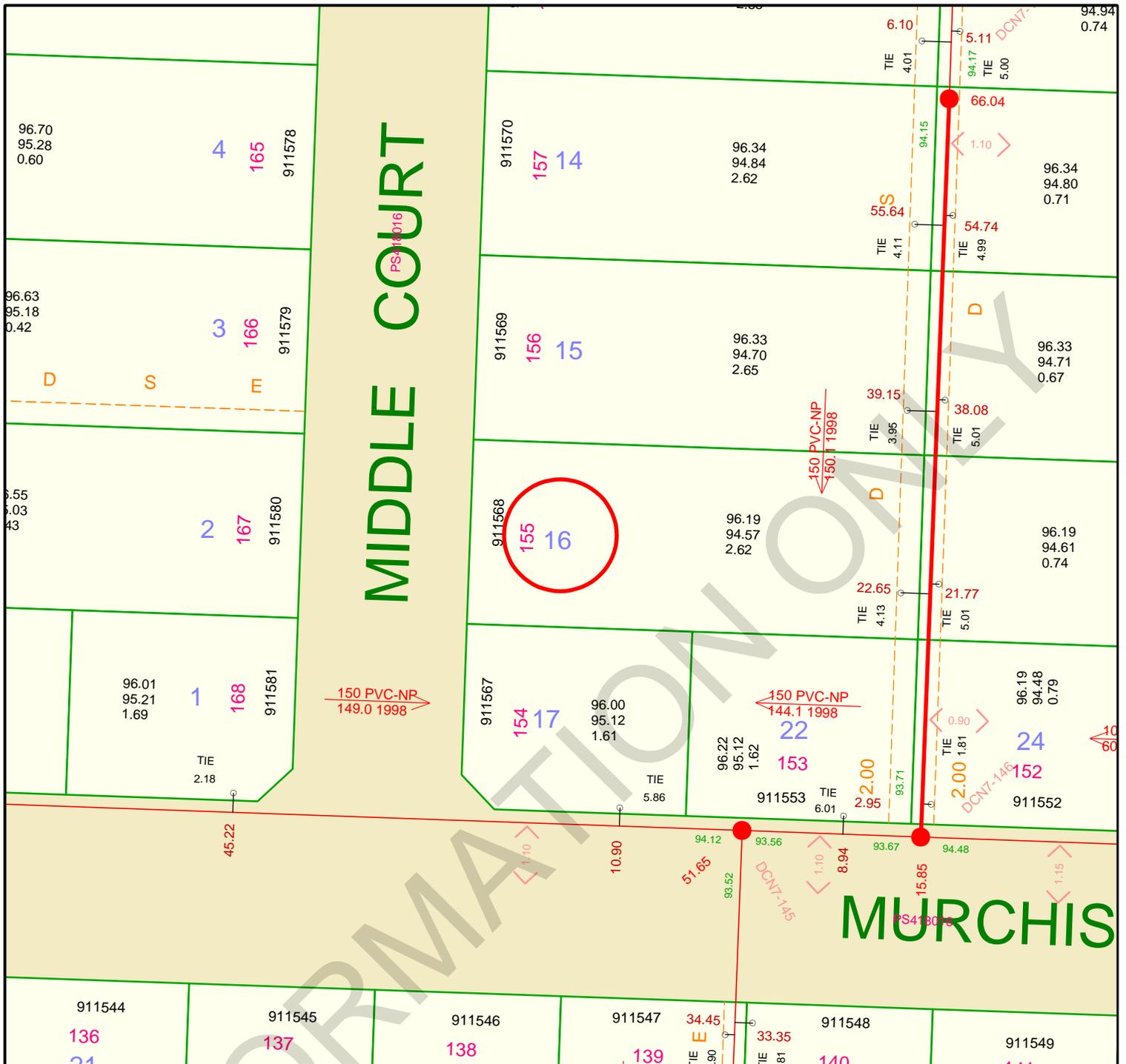
1. The swimming pool fence and or fence if required can be easily removed.
2. No additional load to be placed on the sewer.

# EXCAVATION - LANDSCAPING

## EXCAVATION - CUT & FILL

ADJACENT TO SEWER





Address 16 MIDDLE COURT THOMASTOWN 3074

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

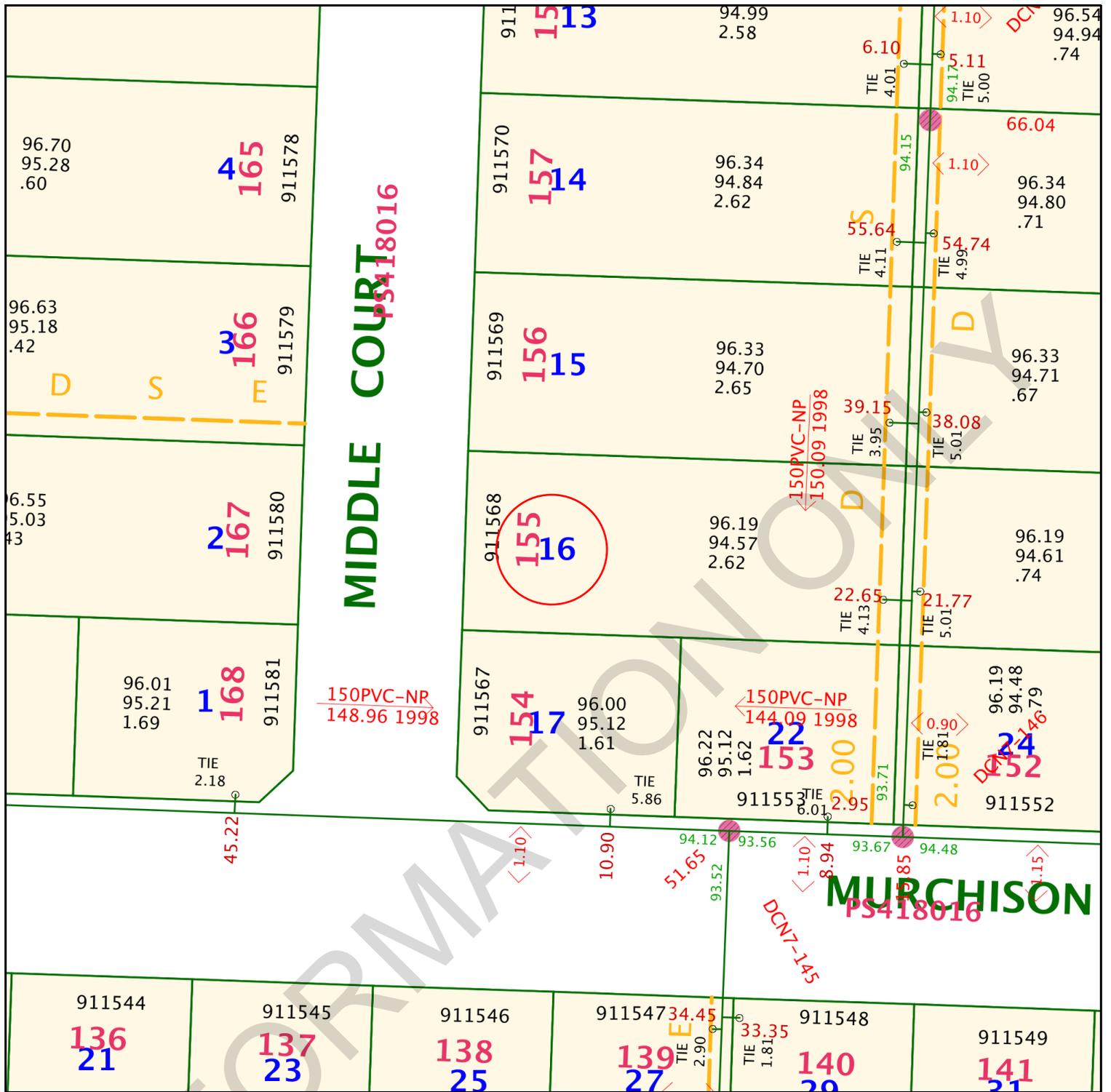
Date	12/12/2017
Scale	500



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

ABN 93 066 902 501

Existing Title		Circular Access Point		<b>Abbreviation Pipe Material</b> VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROPYLENE HDPE POLYETHYLENE CI CAST IRON	<b>ASSET DETAILS</b>  <b>Pipe Size:</b> 150 <b>Pipe Material:</b> PVC-NP <b>Average Depth (m):</b> 2.44 <b>Branch Length (m):</b> 2.615  Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. <b>YVW Ref:</b> 1555438
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



**Yarra Valley Water** Address 16 MIDDLE COURT THOMASTOWN 3074

**Build Over Plan Reference: Plan D**

**General Structures**

Date	12/12/2017
Scale	1:500

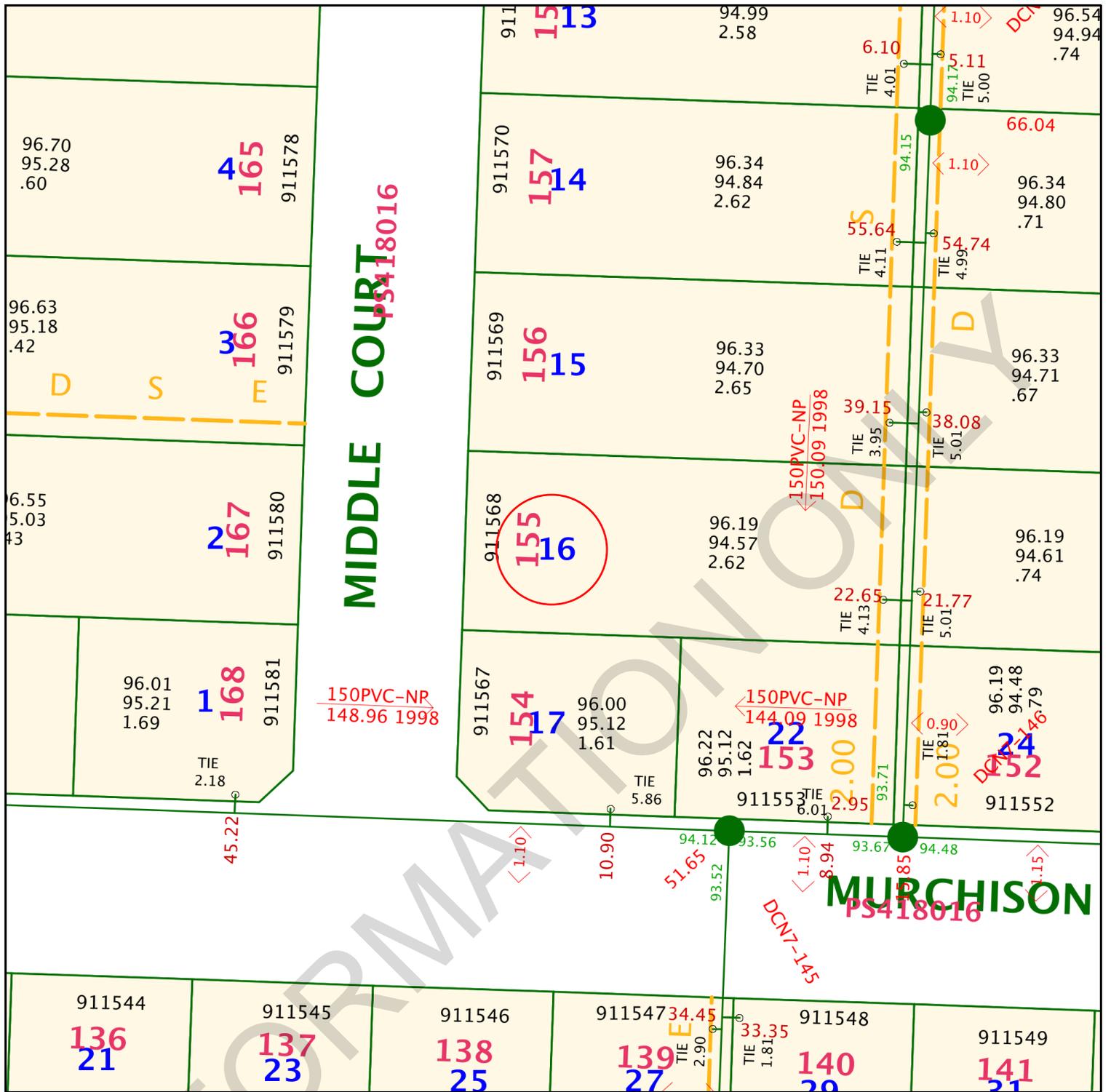
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water  
ABN 93 066 902 501

**Yarra Valley Water Application ID: 303849**

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

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



**Yarra Valley Water** Address 16 MIDDLE COURT THOMASTOWN 3074

**Build Over Plan Reference: Plan F**

**Driveways and paving**

Date	12/12/2017
Scale	1:500

DCN7-145

PS418016

Yarra Valley Water

ABN 93 066 902 501

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

**Yarra Valley Water Application ID: 303849**

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

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

## **CONDITIONS APPLICABLE TO THIS APPLICATION:**

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

### **Standard conditions:**

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

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

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

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

# Property Clearance Certificate

## Land Tax



FRANK J. HORVAT & CO. CONVEYANCING

<b>Your Reference:</b>	0999 HERCOG
<b>Certificate No:</b>	94475493
<b>Issue Date:</b>	02 DEC 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 16 MIDDLE COURT THOMASTOWN VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27080170	155	418016	10434	302	\$0.00

**Vendor:** JENNIFER HERCOG & SILVO HERCOG

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR SILVO HERCOG	2025	\$525,000	\$0.00	\$0.00

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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$925,000
SITE VALUE (SV):	\$525,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 94475493

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus ( \$525,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,250.00

Taxable Value = \$925,000

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

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 94475493

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 94475493

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



FRANK J. HORVAT & CO. CONVEYANCING

Your Reference: 0999 Hercog

Certificate No: 94475493

Issue Date: 02 DEC 2025

Enquires: ESYSPROD

Land Address: 16 MIDDLE COURT THOMASTOWN VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27080170	155	418016	10434	302	\$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:	\$925,000
SITE VALUE:	\$525,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94475493

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



FRANK J. HORVAT & CO. CONVEYANCING

<b>Your Reference:</b>	0999 HERCOG
<b>Certificate No:</b>	94475493
<b>Issue Date:</b>	02 DEC 2025

**Land Address:** 16 MIDDLE COURT THOMASTOWN VIC 3072

Lot	Plan	Volume	Folio
155	418016	10434	302

**Vendor:** JENNIFER HERCOG & SILVO HERCOG

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 94475493

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 94475498

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 94475498

### Visa or Mastercard

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

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

### Important payment information

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bianca Jakovac  
C/O LANDATA Online Services  
DOCKLANDS 3008

Client Reference: 0999

NO PROPOSALS. As at the 2th December 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

16 MIDDLE COURT, THOMASTOWN 3074  
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: 2th December 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 78971040 - 78971040135031 '0999'**

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

Your Ref: 78971040-020-0

9 December 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 16 (Lot 155) Middle Court THOMASTOWN**

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-L 38408/ 2017231810	22/11/2017	Construction of an inground Swimming Pool & Safety Barrier	Yes – 16/05/2018
6/2017/1148/1	23/06/2017	Dwelling Extension	Yes – 21/12/2017

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

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

*(Please consult with Owner for copy of Building Notice where applicable)*

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

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

Yours sincerely  
**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

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

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

 **Free Telephone Interpreter Service**

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

Enquiry Officer: Sharmila S  
Reference No.: 2092551

11 September 2024

J A Hercog & S Hercog  
16 Middle Court  
Thomastown VIC 3074

Dear J A Hercog & S Hercog,

**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 16 Middle Court Thomastown on 23/05/2024. 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: 23 May 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](http://www.whittlesea.vic.gov.au/pools).

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

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

Yours Sincerely,



**Building Services  
City of Whittlesea**

---

**Council Offices**  
25 Ferres Boulevard, South Morang VIC 3752  
**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083  
**Phone:** 9217 2170  
**National Relay Service:** 133 677 (ask for 9217 2170)  
**Email:** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

**Free telephone interpreter service**  
   **131 450**

ABN 72 431 091 058

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



**Form 23 - Certificate of Barrier Compliance - 00972**

**22 May 2024**

**FORM 23**

Regulation 147Y(4)  
 Regulation 147ZB(2)

**Building Act 1993**

Building Regulations 2018

**Issued To:**

1. Name of owner of the land (the property) on which the swimming pool or spa is located: Silvo Hercog  
 2. Postal address: 16 Middle Court, Thomastown Victoria, 3074 Australia  
 4. Email address: silvoh@outlook.com

**Property details:**

Pool/Spa Location 16 Middle Court, Thomastown Victoria, 3074 Australia  
 Municipal District or Council City of Whittlesea  
 Type of swimming pool or spa: Permanent swimming pool  
 5. Date of construction of the swimming pool or spa: 22/11/2017  
 6. Applicable barrier standard: AS 1926.1-2012  
 7. The applicable barrier standard applies under the relevant: Deemed to satisfy provisions of the BCA  
 8. Date of inspection of the swimming pool or spa barrier: 22 May 2024

Signature of swimming pool and spa inspector

*Joseph Barkho*

Certificate of Compliance

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

Date

22 May 2024

9. Building Work on the Barrier.

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 barriers compliance with the applicable barrier standard.

**Inspector Details:**

10. Name of Pool Inspector Joseph Barkho

11. Building Practitioner No: IN-PS 73817

Upload relevant documents



Project Number: 2017/40690

# Certificate of Final Inspection

Form 7  
Regulation 1006  
Building Act 1993  
Building Interim Regulations 2017

Building Permit No. BS-L 38408/20172318/0

To:

Owner: Shane & Aimee Potter  
16 Middle Court  
THOMASTOWN VIC 3074

Agent: Albatross Swimming Pools  
21-23 Summer Lane  
RINGWOOD VIC 3134

### Property Details

Number: 16 Street/Road: Middle Court Suburb: THOMASTOWN Postcode: 3074  
Lot/s: 155 LP/PS: 418016F Volume: 10434 Folio: 302  
Crown Allotment: Section: Parish: County:  
Municipal District: Whittlesea City Council

Nature of Building Works: Construction of an Inground Swimming Pool & Safety Barrier

### Building Details

Class: 10b - Fence, mast or antenna, wall, swimming pool Part of Building: ALL PARTS  
Class: 10bi - Swimming pool Part of Building: ALL PARTS

Directions: Any directions under Part 4 of the Building Act 1993 have been compiled with.

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

Inspection Type	Approved Date
Final upon completion of all building work	29/01/2018

Certificate Number: BS-L 38408/20172318/0

Certificate Date: 16/05/2018

Issue By: Pat Richardson  
BS-L 38408

COPY FOR YOUR INFORMATION ONLY

INFORMATION ONLY



**ALBATROSS POOLS**  
A.C.N 003 341 857 | A.B.N 65 093 030 168 | Established 1965

OWNER: SHANE & AIMEE POTTER

ADDRESS: 18 MIDDLE COURT, THOMASTOWN VIC 3074

BUILDER: Albatross Swimming Pools (Vic) Pty Ltd

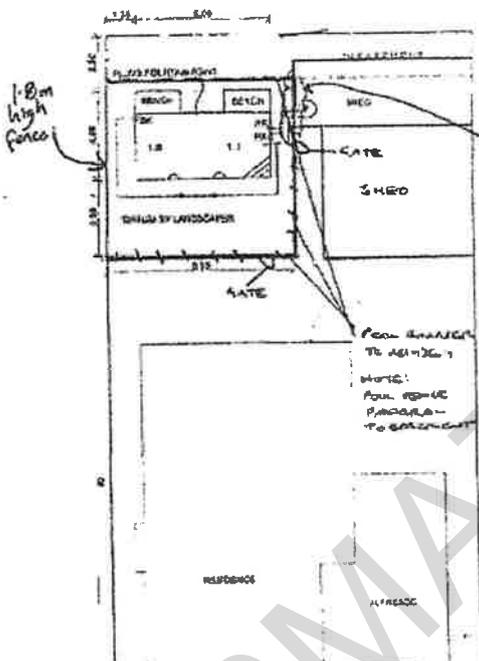
ADDRESS: 23 Seabair Lane, Ringwood VIC 3134

STAMP: Form part of a Building Permit issued by Nicholson Wright on 22 NOV 2017

57 Coopers Rd Melbourne Vic 3181  
Phone 9555 8111 Fax 9555 5422

**APPROVED**

Nominal Pool Size: L 6 meters W 4 meters  
 Sitework End Depth: 1.1 meters Deep End Depth: 1.8 meters  
 Interior Finish: Acrylic Vinyl (non-stic) Filter Type: Sand Pump Type: WSP



PROPOSED POOL FOR:  
SHANE & AIMEE POTTER  
18 MIDDLE COURT  
THOMASTOWN 3074,  
LOT 155

No Access from shed into pool zone. Max window openings 100mm, to comply to AS 1926.1-2012

- LEGEND
- F: Filter
  - PR: Pool Return
  - SK: Skimmer
  - Light x 2
  - Glass Barrier to AS 1926.1-2012

Date too because outside 900mm  
 Pool barrier to comply to AS 1926.1-2012

Nicholson Wright  
**Building Permit**  
 Conditions:  
 These plans are approved pursuant to the Building Act and Building Regulations. All building work shall be in accordance with these plans and specifications. Nicholson Wright bears no responsibility if the Building Permit is commenced in full in any way or not in accordance with the Building Act and Building Regulations.  
 Nicholson Wright does not accept liability for post-issuance work.  
 Building Perm. No: 38408 2017 2318/0  
 Relevant Building Surveyor Pat Richardson BS-L 38409  
 www.buildingpermits.com.au  
 57 Coopers Rd Melbourne Vic 3181 Phone 9555 8111 Fax 9555 5422

**PLEASE NOTE**  
**Pool safety barrier must be constructed under the provisions of AS1926.1-2012**

Telephone 03 5522 0511  
Facsimile 03 555 9117  
www.nicholsonwright.com.au

**NicholsonWright**

87 Chancellors Road  
Accommodation Village 3368  
Australia

Thompson & Wright Pty Ltd  
Building Surveyors & Inspectors  
ABN 49 022 355 741

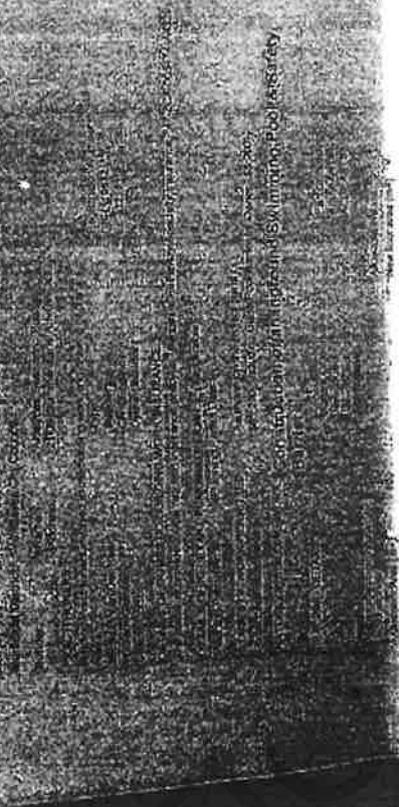
**Building Permit**  
Building Act 1993 Section 10  
PERMIT NUMBER - 854-L-384082617351840

2142 Burnside Lane, Burnside, SA 5033  
Address: 2142 Burnside Lane, Burnside, SA 5033  
Postcode: 5033

TO: GYMSBO, 16 FALCON COURT, THOMASTOWN, 3074  
FROM: THOMPSON & WRIGHT PTY LTD, 87 CHANCELLORS ROAD, ACCOMMODATION VILLAGE, 3368  
ADDRESS FOR SERVICE OF NOTICES:  
Name: Thompson & Wright Pty Ltd  
ABN: 49 022 355 741

Address: 16 Middle Court, Thomastown VIC 3074  
Permit No: 854-L-384082617351840

Address: 16 Middle Court, Thomastown VIC 3074  
Permit No: 854-L-384082617351840



**MANUFACTURE INSTRUCTIONS**  
First after completion of all building work.

**OCCUPATION OF BUILDING:**  
COMPLETION AND  
COMPLETION:

A Certificate of Final Inspection is required prior to use or occupation  
This building work must conform to 2011/10/18 and must be  
completed by 22/05/2019

Date of Issue: 22/05/2019  
Registration No: 854-35/08

**CONDITIONS ATTACHED**  
BUILDING SURVIVOR: Paul Nicholson

NOTE: No alteration to or addition from the stamped Plans and Specifications may be made without the written consent of the Building Surveyor. This building approval is granted only in respect of the building work shown on the Plans and Specifications and does not constitute a guarantee of the quality of the building work or the fitness for any purpose other than that for which it is intended. The Building Surveyor is not responsible for any damage or injury to persons or property caused by the building work or any other person's actions. The Building Surveyor is not responsible for any damage or injury to persons or property caused by the building work or any other person's actions. The Building Surveyor is not responsible for any damage or injury to persons or property caused by the building work or any other person's actions.

COPY FOR YOUR INFORMATION

INFORMATION



MR SILVO HERCOG  
16 MIDDLE COURT  
THOMASTOWN VIC 3074

Our reference: 7165441665576

Phone: **13 28 66**

7 December 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello SILVO,

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

Notice number	2411169111672
Vendor name	SILVO HERCOG
Clearance Certificate Period	7 December 2025 to 7 December 2026

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

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

### Need help?

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

### Contact us

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

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



MRS JENNIFER A HERCOG  
16 MIDDLE COURT  
THOMASTOWN VIC 3074

Our reference: 7165441668137

Phone: **13 28 66**

7 December 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello JENNIFER,

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

Notice number	2411169112406
Vendor name	JENNIFER ANNE HERCOG
Clearance Certificate Period	7 December 2025 to 7 December 2026

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

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

### Need help?

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

### Contact us

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

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