

MORGAN LEGAL

LAWYERS & CONSULTANTS

JENNA ANSELL and NICHOLAS ANDERSON

PROPERTY:

422 Masons Road, Mernda 3754

CONTRACT OF SALE

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Contract of sale of land

Property: 422 Masons Road, Mernda 3754

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(Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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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.

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/ /2023

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/ /2023

Print name(s) of person(s) signing: JENNA ANSELL AND NICHOLAS ANDERSON

.....

State nature of authority, if applicable:

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

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Property address

The address of the land is **422 Masons Road, Mernda 3754**

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

All fixed fixtures and fittings, including all curtains, carpets and blinds

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- 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.*

1. If the Purchaser is a Corporation the Purchaser shall forthwith deliver to the Vendor an enforceable guarantee for performance by the Purchaser of every obligation of the Purchaser 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.
2. The Purchaser buys subject to any restrictions imposed by and to the provisions of the Whittlesea Planning Scheme and any other Town Planning Acts or Scheme.
3. The Purchaser hereby acknowledges that no promise has been made by the Vendor's Agent or Auctioneer with respect to the obtaining of a loan of money to defray some or all of the cost of the purchase price of the real estate and that before signing any agreement or document legally binding or intending to legally bind the Purchaser in respect of the sale, the Purchaser has received from the vendor's Agent a Statement pursuant to Section 32 of the Sale of Land Act, together with a copy of this Contract.
4. The Purchaser acknowledges that the Purchaser does not rely in this Contract upon any warranty or representation made by the Vendor, or any person on behalf of the Vendor (which are hereby withdrawn), except which as are expressly provided herein, but has relied entirely upon the Purchasers own inquiries relating to an inspection of the property.
5. The Purchaser acknowledges that:
 - (a) The property and chattels are purchased in their existing condition;
 - (b) The Vendor makes no representation or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property;
 - (c) That they purchased the property as a result of their own inspection and enquiries and accept the land sold including improvements thereon in their present state of repair and condition;
 - (d) The Purchaser shall not be entitled to make any objection, requisition or claim for any compensation in respect of the condition or state or repair of the land and improvements of any defect whether latent or patent or the location of any structure or improvement over any sewer drain (if any) or any non compliance or improvements with the provision of the local Government Act, the Building Control Act or any other Act relating to any such improvements or any regulations made under such Act.
6. The Purchaser warrants that he will use the property sold for residential purposes and agrees to keep the Vendors indemnified against all loss, liability or expense suffered by the Vendors arising directly or indirectly from the breach of this warranty and in particular in relation to any liability which might arise for GST pursuant to A New Tax System (Goods and Services Tax) Act 1999.
7. The Purchaser agrees that in the event the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or on any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the vendor interest on the balance owing

under the Contract of Sale at the rate set out in General Condition 33 as well as reimburse the following to the vendor (in addition to any other amount to be paid by the Purchaser or the amount forfeited by the Purchaser):

- (a) all costs incurred by the vendor associated with obtaining bridging finance to complete the vendor's purchase of any other property and interest charged on such bridging finance;
- (b) accommodation expenses necessarily incurred by the vendor;
- (c) additional costs and expenses between the vendor and the vendor's solicitor; any costs and expenses and penalties incurred by the vendor to a third party through any delay in completion of the vendor's purchase;
- (d) re-booking fee and settlement fee payable to the vendor's solicitor in the sum of \$150.00 + GST, plus any such fees levied by the vendor's mortgagee and third parties.

8. Stamp Duty: Purchasers buying unequal interests.

- (a) If there is more than one purchaser, it is the purchasers' 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 in the transfer differ from those recorded in the contract, it is the purchasers' 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.

9. In the interpretation of the Contract, save where the context requires otherwise, words importing the singular only shall include the plural and words importing the plural shall include the singular and words importing the masculine gender only shall include the feminine gender and/or a Owners Corporation.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GST residential withholding - Supplier Notification

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

To: The Purchaser

Property: 422 Masons Road, Mernda

Contract date:

Supplier details

Name of supplier: Jenna Ansell & Nicholas Anderson

Withholding payment details

Purchaser / buyer must make a GST withholding payment: No Yes

[If yes, the supplier must provide the purchaser/ buyer with this notice within 14 days of the contract date.]

Supplier's proportion of residential withholding payment: \$

[Where there is more than one supplier, provide the above details for each supplier]

Amount purchaser must pay:

To be paid: AT COMPLETION **OR** SPECIFIED DATE

Any consideration expressed otherwise than an amount in money? No Yes

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

Other details:

DATED the 22nd day of June 2023

Vendor Statement


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


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

The vendor may sign by electronic signature.

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

Land	422 Masons Road, Mernda 3754
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Vendor's name	Jenna Ansell	Date 27/06/2023
Vendor's signature		

Vendor's name	Nicholas Anderson	Date 29/06/2023
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
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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

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 - shed

Section 137B Certificate attached - pergola

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 checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- 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)

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

Page 1 of 2

VOLUME 11606 FOLIO 160

Security no : 124106887398Y
Produced 15/06/2023 03:13 PM

LAND DESCRIPTION

Lot 7703 on Plan of Subdivision 724872C.
PARENT TITLE Volume 11488 Folio 226
Created by instrument PS724872C 20/10/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NICHOLAS ANDERSON
JENNA ANSELL both of 1 WATERHAVEN PLACE DOREEN VIC 3754
AM330395F 16/11/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM330396D 16/11/2015
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS724872C 20/10/2015

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
AK014881C 09/11/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AM214153F 28/09/2015

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390550V 01/07/2020

DIAGRAM LOCATION

SEE PS724872C 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: 422 MASONS ROAD MERNDA VIC 3754

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



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Document Type	Plan
Document Identification	PS724872C
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PLAN OF SUBDIVISION	LV use only EDITION 1	Plan Number PS 724872C
<p style="text-align: center;">Location of Land</p> <p>Parish: YAN YEAN</p> <p>Township: MERNDA</p> <p>Section: 2</p> <p>Crown Allotment: 3A (PART)</p> <p>Crown Portion: -</p> <p>Title Reference: VOL 11488 FOL 226</p> <p>Last Plan Reference: LOT C ON PS721510F</p> <p>Postal Address: MASONS ROAD (at time of subdivision) MERNDA 3754</p> <p>MGA 94 Co-ordinates E 330 260 (of approx. centre of land in plan) N 5838 590</p> <p style="text-align: right;">Zone: 55</p>	<p>Council Name: WHITTLESEA CITY COUNCIL</p> <p>Council Ref:</p>	

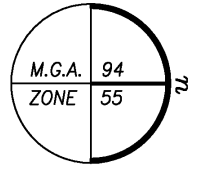
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging	This is/is not a staged subdivision Planning Permit No. 713741
RESERVE No.1	WHITTLESEA CITY COUNCIL	Survey	This plan is/ is not based on survey VIDE PS646780R This survey has been connected to permanent marks no(s) 20, 31, 97 In Proclaimed Survey Area No. 74 Depth Limitation 15.24m
<p>LOTS 1 TO 7700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND SUBDIVIDED - 6282m²</p>			

Easement Information

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

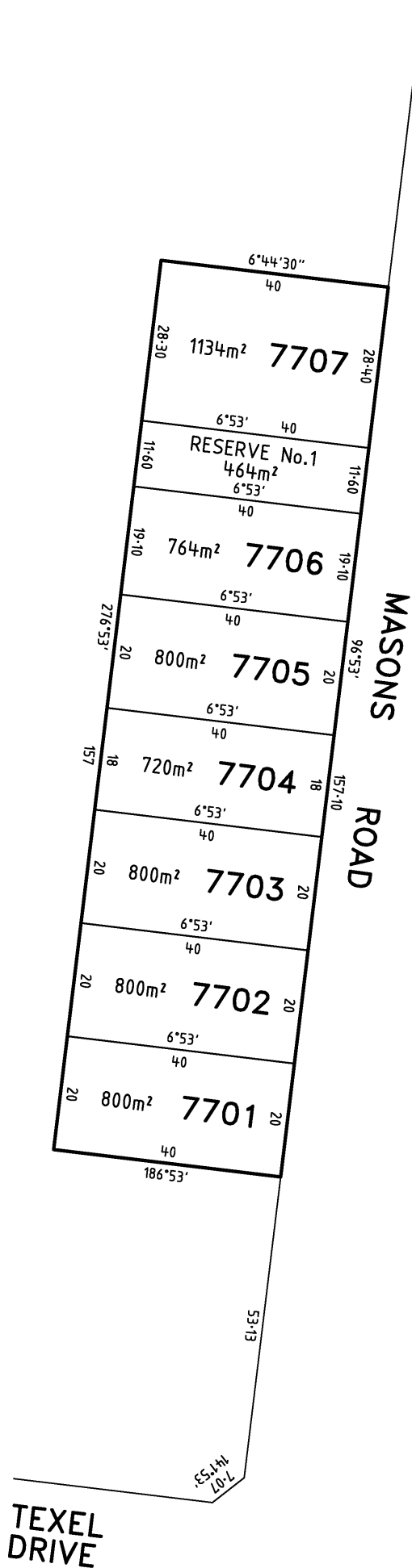
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION

<p>MERNDA VILLAGES - 77</p> <p>7 LOTS</p> <p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR (PRINT) ANDREW J. REAY</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 26003773 25/03/15 VERSION H</p> <p>DWG 2600377AH</p>	<p style="text-align: center;">Sheet 1 of 5 sheets</p> <p style="text-align: center;">Original sheet size A3</p> <p>PLAN REGISTERED TIME: 3:14 pm DATE: 20/10/2015 Ian D Thomson Assistant Registrar of Titles</p>
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PLAN OF SUBDIVISION

Plan Number
PS 724872C



MERENDA VILLAGES - 77

Bosco Jonson Pty Ltd

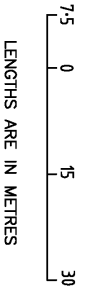
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



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SCALE SHEET
1:750 SIZE
A3

SCALE



LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE

DATE / /

REF 26003773
DWG 2600377AH

25/03/15

VERSION H

Sheet 2

PLAN OF SUBDIVISION

Plan Number
PS 724872C

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
7701	7702
7702	7701, 7703
7703	7702, 7704
7704	7703, 7705
7705	7704, 7706
7706	7705, 7707
7707	7706

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO AA2471.
- SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
- SHALL NOT ERECT ANY BUILDING OR PART OF A BUILDING THAT IS VISIBLE FROM A ROAD RESERVE OR OTHER RESERVE ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD BEFORE THE ISSUE OF THE BUILDING PERMIT.
- THE REQUIREMENT FOR SUCH ENDORSEMENT BY STOCKLAND DEVELOPMENT PTY LTD SHALL CEASE TO HAVE EFFECT ON THE LOT TWO YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.
- THIS RESTRICTION EXPIRES 10 YEARS AFTER THE ISSUE OF THE CERTIFICATE OF OCCUPANCY FOR A DWELLING ON A BURDENED LOT.

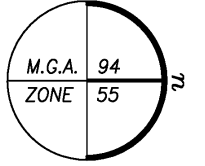
MERENDA VILLAGES – 77

Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



NOTE:
 A BUILDING ENVELOPE PLAN REFERRED TO WITHIN THE MEMORANDUM OF COMMON PROVISIONS FORMS EITHER ADDITIONAL SHEETS WITHIN THIS PLAN OF SUBDIVISION OR AT LAND REGISTRY'S DISCRETION MAY BE REMOVED FROM THIS PLAN AND LODGED AS PART OF THE INSTRUMENT TO THIS PLAN.

ORIGINAL		SCALE	Sheet 3		
SCALE	SHEET SIZE A3	<p>LENGTHS ARE IN METRES</p>	LICENSED SURVEYOR (PRINT) ANDREW J. REAY		
			SIGNATURE DATE / /		
			REF 26003773	25/03/15 VERSION H	
			DWG 2600377AH		



BUILDING ENVELOPE PLAN

Plan Number
PS 724872C

NOTATIONS

A BUILDING ENVELOPE PROFILE TO BE APPLIED TO THE PARTICULAR BOUNDARY

B

C

D

4

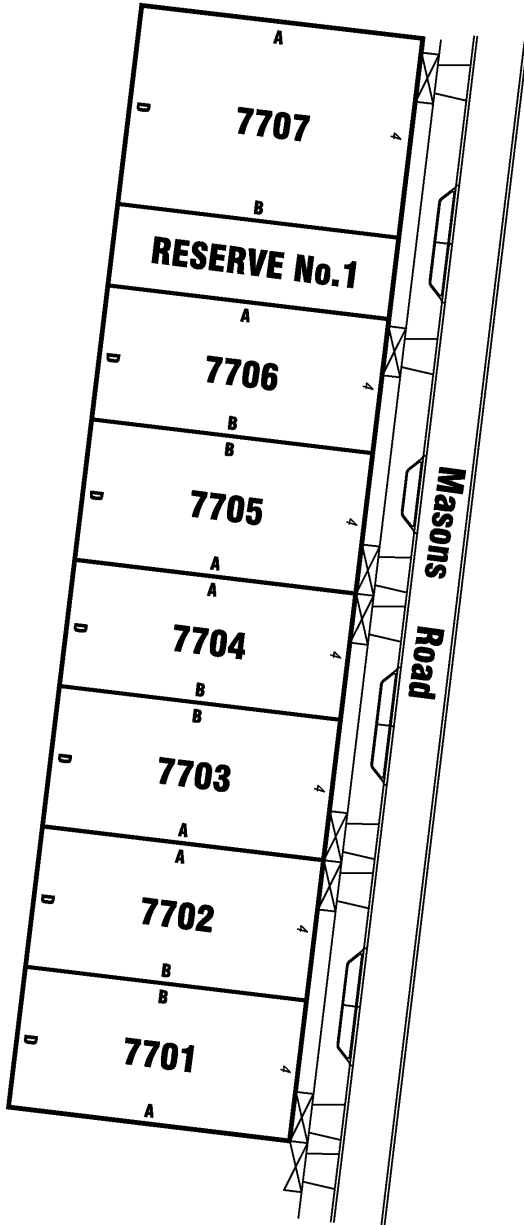
FRONTAGE SETBACK

EASEMENT WIDTH SHOWN

7701

LOT NUMBER

DESIGNATED VEHICLE CROSSOVER TO LOT (NO OTHER VEHICULAR ACCESS POINT IS PERMITTED TO A LOT, EXCEPT WITH THE APPROVAL OF STOCKLAND AND WHITTLESEA CITY COUNCIL)
DETAILED DESIGN OF ROADS, CROSSOVERS AND FOOTPATHS IS PROVIDED IN THE RELEVANT ENGINEERING PLANS
ADDITIONAL EASEMENTS MAY BE REQUIRED SUBJECT TO DETAILED ENGINEERING ASSESSMENT
DETAILED DESIGN OF LANDSCAPE WORKS IS PROVIDED IN THE RELEVANT LANDSCAPE PLANS
ALL DETAILS SUBJECT TO APPROVAL BY MUNICIPAL COUNCIL



MERENDA VILLAGES – 77

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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



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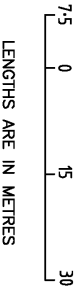
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1:750

SHEET SIZE

A3

SCALE



LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE

DATE / /

REF 26003773

DWG 2600377AH

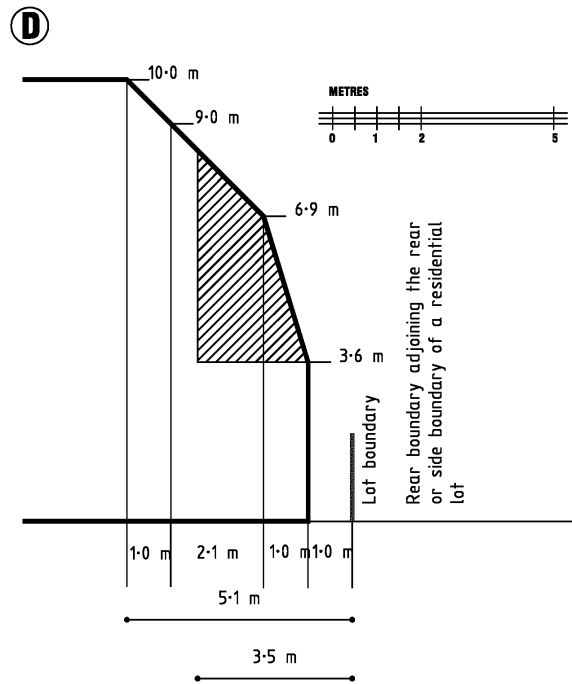
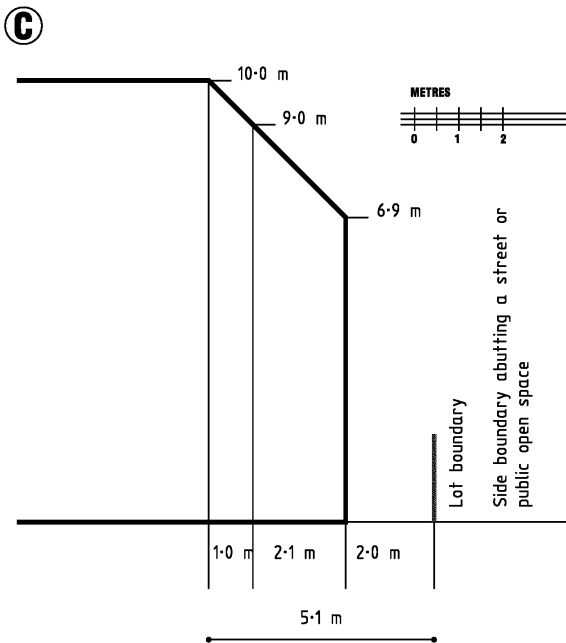
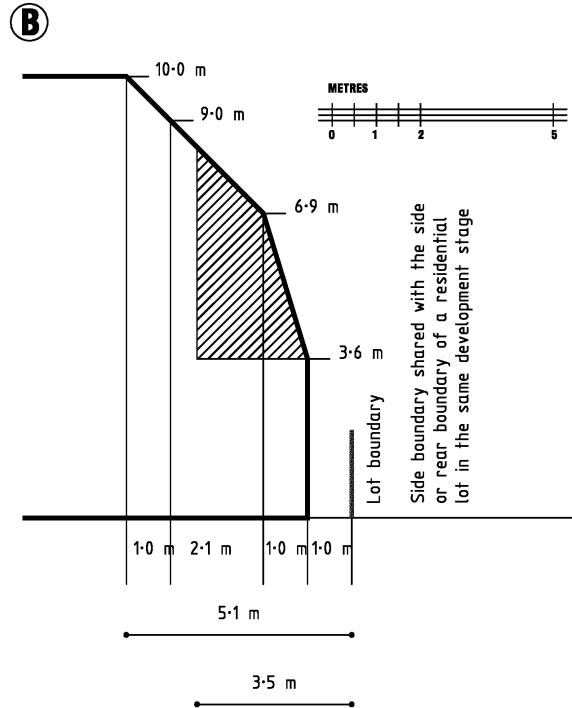
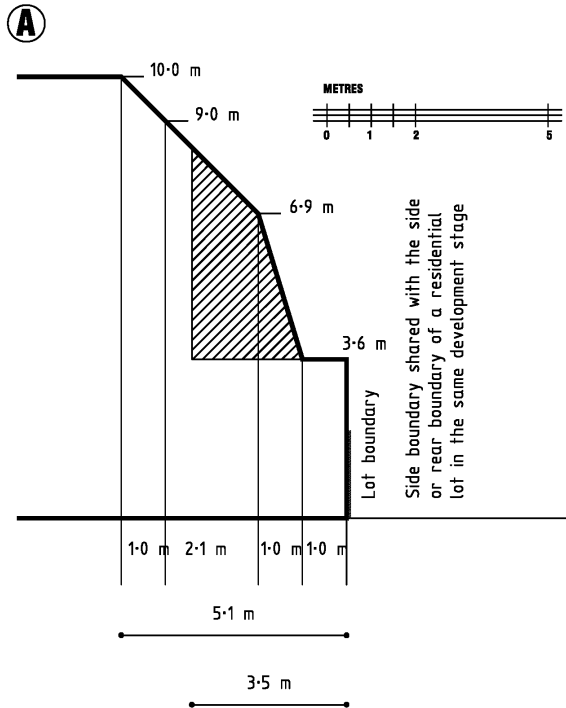
25/03/15

VERSION H

Sheet 4

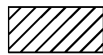
BUILDING ENVELOPE PROFILE SHEET

Plan Number
PS 724872C



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES
 OVERLOOKING CONTROL AREA (refer 'Overlooking' referenced in MCP)

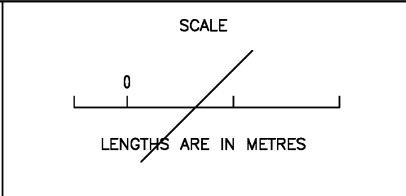
MERNDA VILLAGES – 77

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL
SCALE
SCALE SHEET SIZE
A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 26003773 25/03/15 VERSION H
DWG 2600377AH

Sheet 5

Plan of Subdivision PS724872C
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S051240A
Plan Number: PS724872C
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608610
Surveyor's Plan Version: H

Certification

- This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 08/09/2014
Date of previous recertifications under Section 11(7): 28/10/2014

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 06/10/2015)

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 26/03/2015



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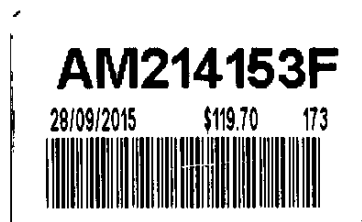
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: Stockland Development Pty Ltd

Phone: 9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja

Customer Code: 2944C

The responsible authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: *Volume 11488 Folio 226*

Responsible authority: *Whittlesea City Council*

Section and Act under which agreement made : Section 173

A copy of the agreement is attached to this application:

Date: 16/09/2015

Signature for responsible authority: *Roger Susic*

Name of officer: (full name) *ROGER SUSIC*

CLAYTON UTZ

AM214153F

28/09/2015 \$119.70 173



Agreement under Section 173 of the Planning and Environment Act 1987

Stockland Development Pty Ltd (ACN 000 064 835)
(Owner)

Whittlesea City Council
(Responsible Authority)

Stage 77 Mernda Villages

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 210/14826/80127180

Legal\311237271.1

AM214153F

28/09/2015 \$119.70 173



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3 **Covenants**2

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7 **General**4

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 7.5 Successors in title4

 7.6 No Waiver4

 7.7 No fettering of the Responsible Authorities Powers4

 7.8 Commencement of agreement5



This Agreement made on 16/9 2015

Parties: Stockland Development Pty Limited (ACN 000 064 835) of Level 7, 452 Flinders Street Melbourne Vic 3000

("Owner")

Whittlesea City Council of Ferres Boulevard, South Morang 3752

("Responsible Authority")

Background

- A. The Owner is registered as proprietor of the Lots.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for development of the Lots and adjacent land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 25 of the Permit requires the Owner to enter into this Agreement in respect of the future maintenance and repair of all fences abutting open space or tree reserves.
- E. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- F. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

Operative Provisions

1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Act means the **Planning and Environment Act 1987** and includes any relevant regulations.

Agreement means this Agreement and includes any agreement executed by the parties expressed to be supplemental to this Agreement.

Lots mean Lots 7706 and 7707 on the Plan of Subdivision PS724872C being part of the land more particularly described in Certificate of Title Volume 11488 Folio 226.

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

Owner means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Lots or part of the Lots to which this Agreement applies and includes a mortgagee in possession.

Permit means planning permit no. 713741 issued under the Scheme.

Plan of Subdivision means plan of subdivision no. PS724872C.

Reserve means the reserved land abutting the boundaries of the Lots.

Scheme means the Whittlesea Planning Scheme.

2. Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) a term used in this agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.



3. Covenants

The Owner covenants and agrees that the Owner:

- (a) will construct, at no cost to the Responsible Authority, all fences adjoining the Reserve, to the satisfaction of the Responsible Authority;
- (b) must maintain and repair (excluding the removal of graffiti or similar maintenance) the fence abutting the Reserve to the satisfaction of the Responsible Authority and will not seek any contribution from the Responsible Authority towards such cost, except where the damage is caused to the fence by the Responsible Authority or its representatives while it is undertaking maintenance works to the Reserve; and
- (c) will construct any replacement fence that may be erected adjoining the Reserve in a form which is in keeping with existing boundary fencing to the satisfaction of the Responsible Authority

AM214153F

28/09/2015 \$119.70 173



4. Planning and Environment Act 1987

4.1 Section 173

The Responsible Authority and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Lots may be used and developed pursuant to the Permit.

4.2 Section 181

- (a) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Lots.
- (b) The Owner further covenants and agrees that:
 - (i) the Owner will do all things necessary to give effect to this Agreement;
 - (ii) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the Lots in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5. Notices

- (a) A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
 - (i) left at the address of the addressee; or
 - (ii) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
 - (iii) by facsimile to the facsimile number nominated for that purpose by the party.
- (b) Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- (c) A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

6. Costs

The Owner further covenants and agrees that the Owner will immediately pay to the Responsible Authority, the Responsible Authority's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to the Responsible Authority by the Owner.

AM214153F



7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

7.3 Governing Law

- (a) This Agreement is governed by the law of Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

7.4 Owners warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Lot which may be affected by this Agreement.

7.5 Successors in title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Lot, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

7.6 No Waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

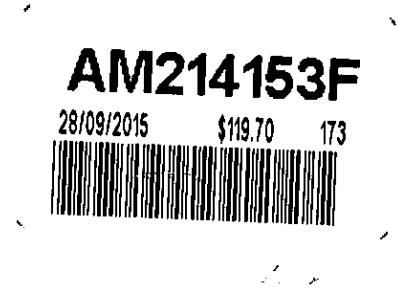
7.7 No fettering of the Responsible Authorities Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Lot or relating to any use or development of the Lot.

5

7.8 Commencement of agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.



6

EXECUTED as a deed.

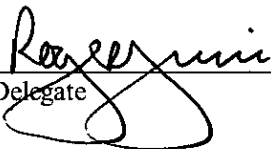
Executed on behalf of **STOCKLAND DEVELOPMENT PTY LTD (ACN 71 000 064 835)** by

under Power of Attorney registration dated _____ who
declares that he has no notice of revocation of the
said Power of Attorney in the presence of:

Signature of Witness

Name of Witness in full

The Common Seal of **WHITTLESEA CITY COUNCIL** was hereunto affixed on the
day of _____ with the authority of Council



Delegate

AM214153F

28/09/2015 \$119.70 173


Signature



ROGER SUCIC

Name (print)



Imaged Document Cover Sheet

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Document Identification	AK014881C
Number of Pages (excluding this cover sheet)	18
Document Assembled	15/06/2023 15:18

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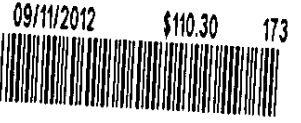
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The document is invalid if this cover sheet is removed or altered.

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 *Planning and Environment Act 1987*

AK014881C



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:KZK: 5950029
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 11349 Folio 002 and Volume 11307 Folio 839

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date: 29.10.12

Signature for Responsible Authority:



Name of officer:

GEORGE SISMANAS

Position Held:

MANAGER STRATEGIC PLANNING & DESIGN

AK014881C

09/11/2012 \$110.30 173



Date 19/9/2012



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 405S Bridge Inn Road and 430T Masons Road, Mernda

**Whittlesea City Council
and**

**Stockland Development Pty Limited
ACN 000 064 835**

- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. Commencement of Agreement

This Agreement commences on the Approval Date.

12. Ending of Agreement

- 12.1 This Agreement ends:
 - 12.1.1 when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
 - 12.1.2 if the Amendment is not approved by the Minister in accordance with the Act within 2 years from the date of this Agreement;
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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09/11/2012 \$110.30 173





Maddocks

Annexure A – The Property Plan

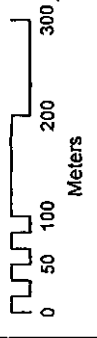
AK014881C

09/11/2012 \$110.30 173



Quarry Hills

Scale at A3 - 1:5,000



16. 405 Bridge Inn Road

Total Area = 66.5Ha

UGB Area = 24Ha

Developable Area = 22.5Ha

Parkland = 20Ha

AK014881C

09/11/2012

\$110.30

173

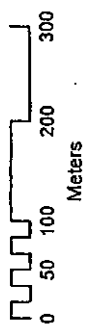


Civic Centre, Ferris Blvd
South Morang Victoria 3752
Locked Bag 1
Bundoora VIC 3083



Quarry Hills

Scale at A3 - 1:5,000



15, 430 Masons Road

- Total Area = 62.5Ha
- UGB Area = 1.5Ha
- Developable Area = 28Ha
- Parkland = 19.5Ha

AK014881C

09/11/2012

\$110.30

173



Civic Centre, Fernes Blvd
 South Morang Victoria 3752
 Locked Bag 1
 Bundoora MDC 3083





Maddocks

Annexure B – The Quarry Hills Regional Park Plan

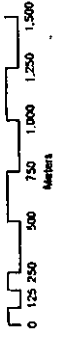
AK014881C

09/11/2012 \$110.30 173



Quarry Hills

Scale at A3 - 1:25,000



Quarry Hills Regional Park Plan

AK014881C

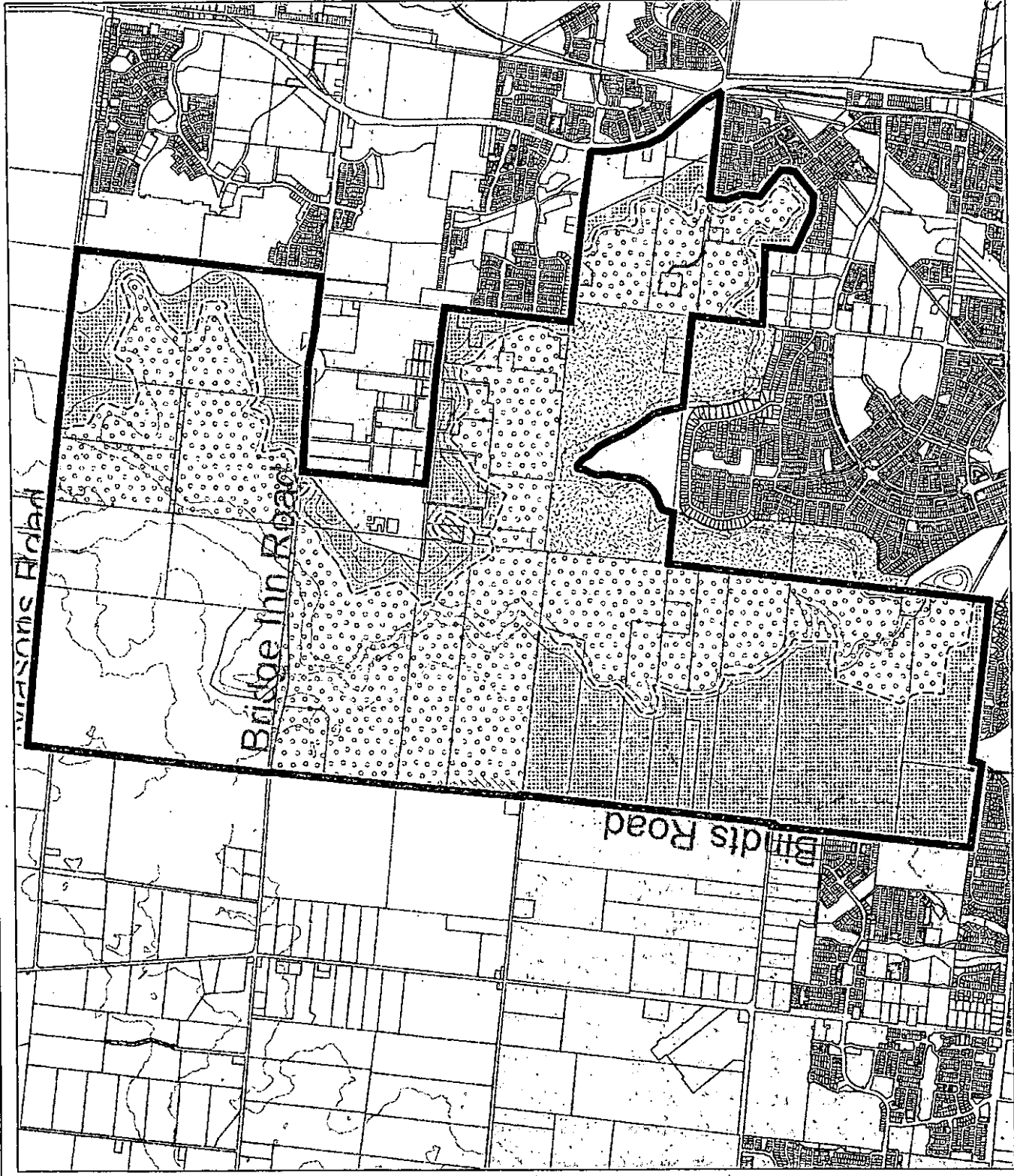
09/11/2012 \$110.30 173



- Land within existing Urban Growth Boundary
- Quarry Hills/Darebin Creek Study Area
- Potential Urban Land
- Existing Quarry Hills Parkland
- Proposed Quarry Hills Parkland



Civic Centre, Ferris Blvd
 South Morang Victoria 3162
 Locked Bag 1
 Bundoora MDC 3083



Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK McGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

AT390550V

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST, EAST MELBOURNE 3002*

Signing:

Executed on behalf of

Signer Name

Signature

Execution Date

Full Name of Witness

Witness Signature

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

*WARRICK McGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Warrick McGrath

11 JULY 2020

ANGUS WILLIAMSON

[Handwritten signature]

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MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AT390550V

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
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7277/277	10124/982	11047/285	11222/371	11327/543	11535/574	11650/560
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8485/504	10325/981	11060/087	11228/955	11330/680	11545/398	11654/372
8485/542	10325/984	11060/099	11228/962	11330/683	11545/989	11654/374
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AT390550V

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AT390550V

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9762/886	11002/518	11189/739	11301/630	11513/004	11643/332	12039/070
9763/162	11003/003	11189/743	11309/129	11515/197	11643/335	12039/370
9768/570	11003/006	11189/745	11309/131	11519/951	11643/343	12039/535
9769/306	11003/011	11189/757	11309/135	11519/959	11643/344	12040/536
9801/662	11003/449	11194/941	11309/141	11519/977	11643/449	12041/179
9823/383	11003/456	11194/942	11309/150	11520/349	11643/454	12043/039
9823/780	11003/463	11194/944	11313/376	11520/419	11643/462	12043/044
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9909/861	11010/926	11194/956	11313/891	11520/435	11643/476	12047/277
9947/123	11016/431	11194/960	11313/896	11521/658	11643/492	12047/753
9957/042	11016/437	11197/662	11314/160	11521/918	11643/799	12047/892
9957/072	11016/441	11198/848	11314/167	11530/117	11646/529	12050/170
9970/944	11016/443	11200/852	11314/168	11530/141	11646/531	12050/171
9970/948	11016/444	11200/860	11314/171	11530/910	11646/538	12050/175
9970/951	11016/452	11201/249	11314/179	11530/911	11646/543	12050/570
9986/445	11016/453	11201/255	11314/180	11530/926	11646/561	12051/165
9987/219	11016/509	11201/256	11314/186	11530/928	11646/573	12051/167
9987/221	11016/511	11201/265	11314/681	11530/932	11647/941	12051/177
10000/890	11016/522	11201/269	11318/974	11530/942	11649/700	12052/012

AT390550V

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
10034/900	11018/826	11206/694	11318/987	11531/245	11649/712	12052/220
10040/048	11018/832	11206/698	11320/098	11535/139	11649/713	12053/382
10040/050	11018/857	11208/804	11322/296	11535/145	11649/714	12053/386
10042/477	11018/871	11211/104	11322/302	11535/146	11649/746	12053/388
10057/644	11026/473	11211/120	11322/319	11535/148	11649/764	12053/429
10075/489	11027/394	11216/110	11325/246	11535/153	11650/523	12059/003
10109/637	11029/160	11216/113	11325/538	11535/154	11650/526	12060/710
10114/204	11029/162	11216/117	11327/530	11535/156	11650/535	

Date of issue
16/06/2023

Assessment No.
943944

Certificate No.
151687

Your reference
69238100-019-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2023

Property location: 422 Masons Road MERNDA 3754

Description: LOT: 7703 PS: 724872C

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2022	1 July 2022	\$825,000	\$500,000	\$41,250

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2022 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2022	\$1,912.87	
Food/Green waste bin charge levied on 01/07/2022	\$87.63	
Fire services charge (Res) levied on 01/07/2022	\$117.00	
Fire services levy (Res) levied on 01/07/2022	\$43.73	
Waste Service Charge (Res/Rural) levied on 01/07/2022	\$130.20	
Arrears to 30/06/2022	\$0.00	
Interest to 16/06/2023	\$0.00	
Other adjustments	-\$0.03	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$2,291.40	
Balance of rates & charges due:		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

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

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 943944



Phone 1300 301 185
Ref 943944



Bill Code **5157**
Ref 943944

15th June 2023

Morgan Legal Pty Ltd T/as The Morgan Dawson Trust
LANDATA

Dear Morgan Legal Pty Ltd T/as The Morgan Dawson Trust ,

RE: Application for Water Information Statement

Property Address:	422 MASONS ROAD MERNDA 3754
Applicant	Morgan Legal Pty Ltd T/as The Morgan Dawson Trust LANDATA
Information Statement	30774116
Conveyancing Account Number	7959580000
Your Reference	61904

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	422 MASONS ROAD MERNDA 3754
------------------	-----------------------------

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.

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	422 MASONS ROAD MERNDA 3754
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

29th October 2015

Application ID: 182886

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connection - Drinking Water	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1363663

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

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

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au.

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

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.

Morgan Legal Pty Ltd T/as The Morgan Dawson Trust
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9227721895
Rate Certificate No: 30774116

Date of Issue: 15/06/2023
Your Ref: 61904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
422 MASONS RD, MERNDA VIC 3754	7703\PS724872	5124024	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.70	\$0.00
Residential Water Usage Charge <i>Step 1 – 40.920000kL x \$2.44510000 = \$100.05</i> <i>Step 2 – 40.920000kL x \$3.12530000 = \$127.89</i> <i>Step 3 – 13.160000kL x \$4.63000000 = \$60.93</i> Estimated Average Daily Usage \$3.11	13-02-2023 to 17-05-2023	\$288.87	\$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$0.00
Residential Sewer Usage Charge <i>95.000000kL x 0.766536 = 72.820936 x 0.900000 =</i> <i>65.538842 x \$1.15400000 = \$75.63</i> Estimated Average Daily Usage \$0.81	13-02-2023 to 17-05-2023	\$75.63	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-04-2023 to 30-06-2023	\$27.34	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
442A MASONS RD, MERNDA VIC 3754	C/C PS721510	5093252	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

Total Due \$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.
6. 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.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5124024

Address: 422 MASONS RD, MERNDA VIC 3754

Water Information Statement Number: 30774116

HOW TO PAY



Biller Code: 314567
Ref: 92277218951

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / MORGAN LEGAL PTY LTD T/AS THE
MORGAN DAWSON TRUST

Your Reference: 221317
Certificate No: 65865530
Issue Date: 19 JUN 2023
Enquiries: PXS9

Land Address: 422 MASONS ROAD MERNDA VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42509830	7703	724872			\$0.00
	7703	724872			

Vendor: NICHOLAS ANDERSON & JENNA ANSELL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR NICHOLAS ANDERSON	2023	\$500,000	\$0.00	\$0.00	\$0.00

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

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

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: \$825,000

SITE VALUE: \$500,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 65865530

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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. 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.
7. 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 = \$775.00

Taxable Value = \$500,000

Calculated as \$375 plus (\$500,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 65865530

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 65865530

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

From www.planning.vic.gov.au at 15 June 2023 03:18 PM

PROPERTY DETAILS

Address: **422 MASONS ROAD MERNDA 3754**
 Lot and Plan Number: **Lot 7703 PS724872**
 Standard Parcel Identifier (SPI): **7703\PS724872**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **943944**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 390 D5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

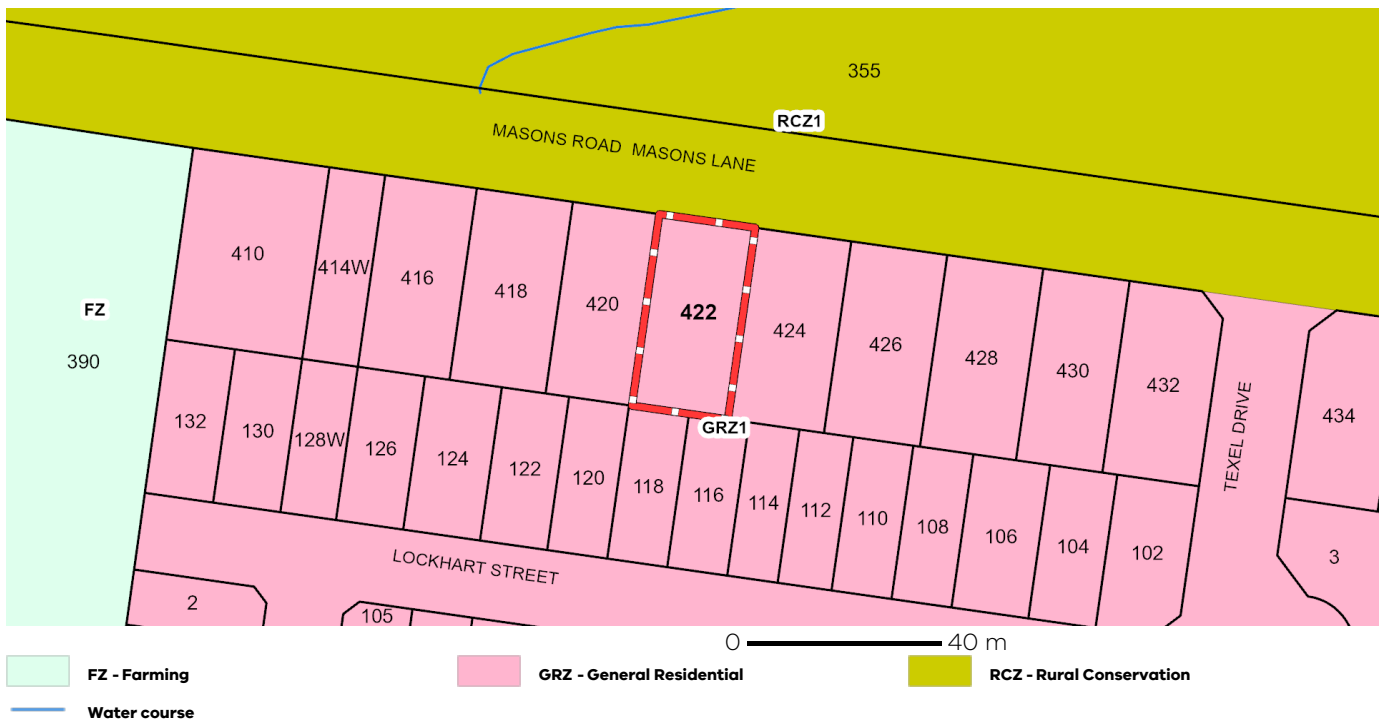
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

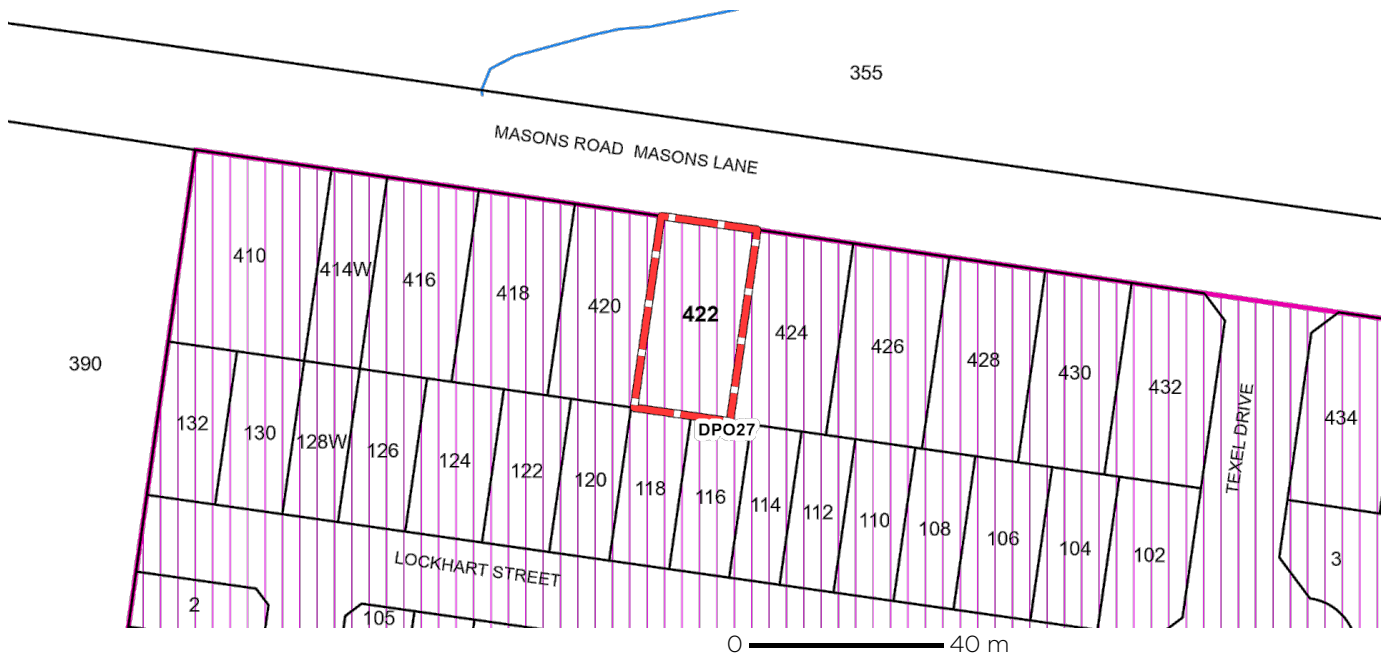


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

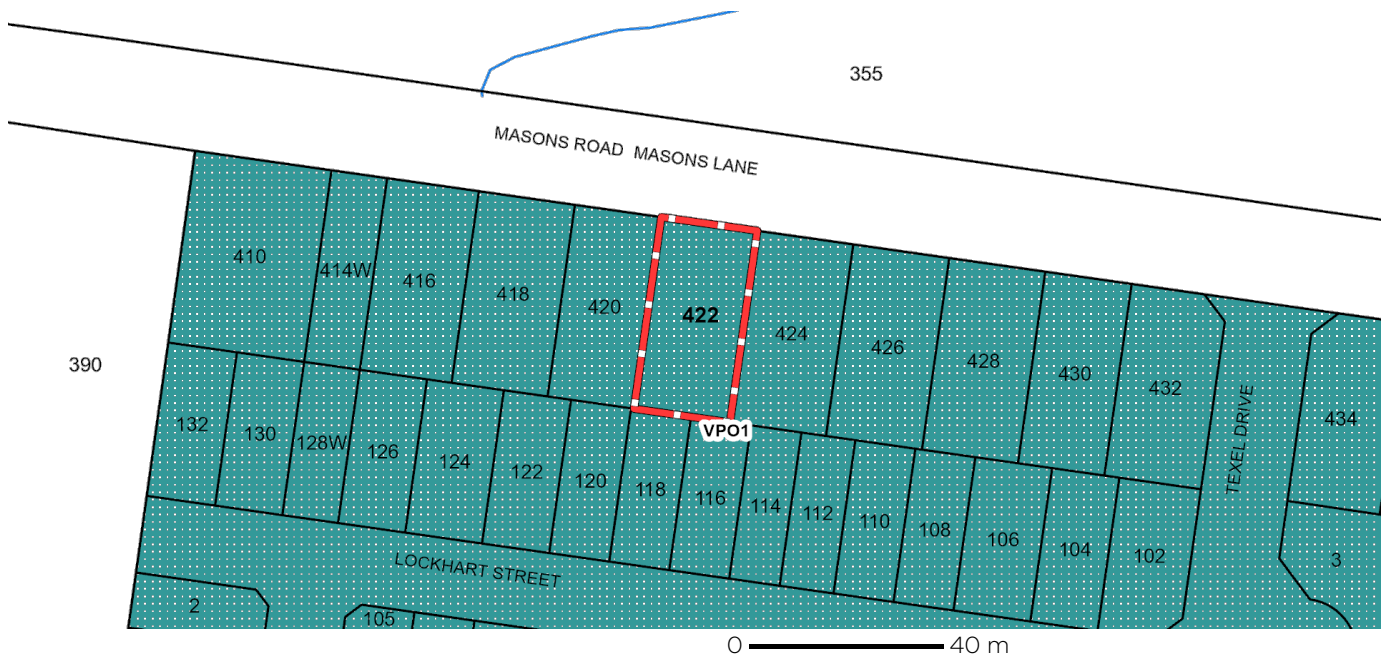
DEVELOPMENT PLAN OVERLAY - SCHEDULE 27 (DPO27)



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)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



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

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvm.delwp.vic.gov.au/BCS>



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

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

Further Planning Information

Planning scheme data last updated on 8 June 2023.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

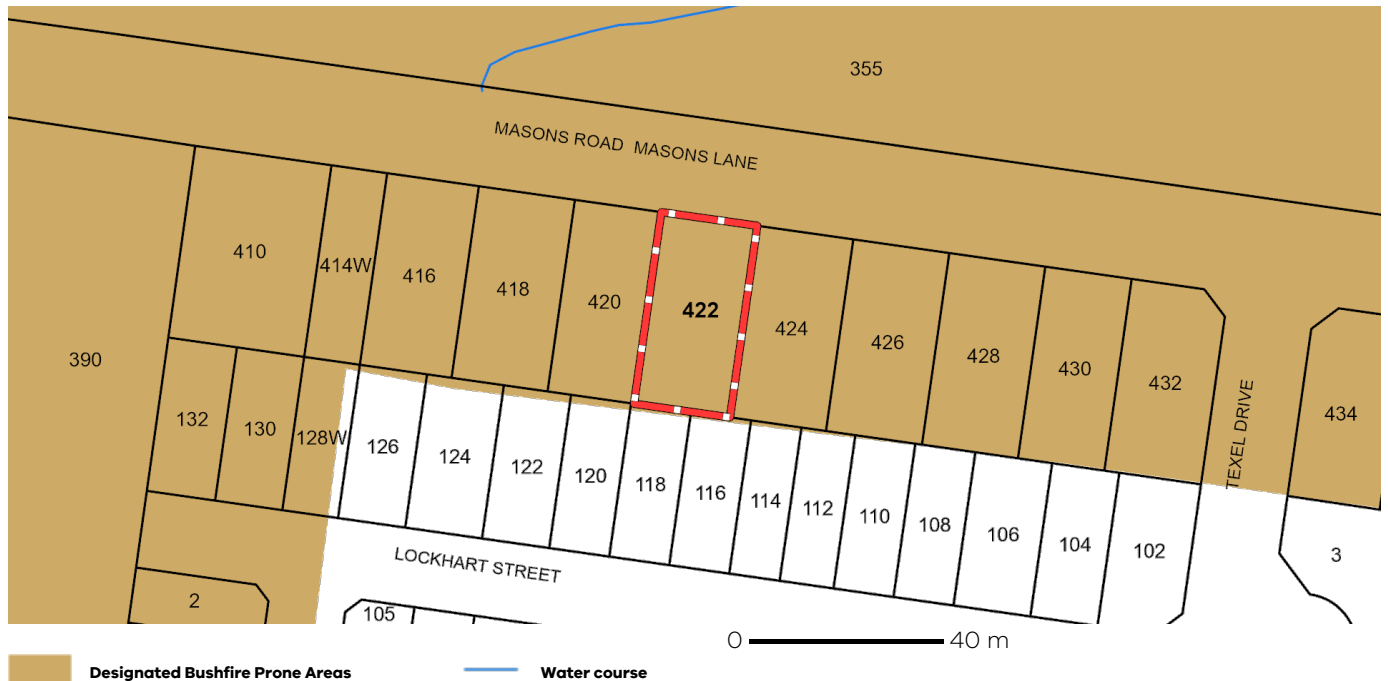
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

From www.planning.vic.gov.au at 08 June 2023 01:06 PM

PROPERTY DETAILS

Address: **422 MASONS ROAD MERNDA 3754**
 Lot and Plan Number: **Lot 7703 PS724872**
 Standard Parcel Identifier (SPI): **7703\PS724872**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **943944**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 390 D5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

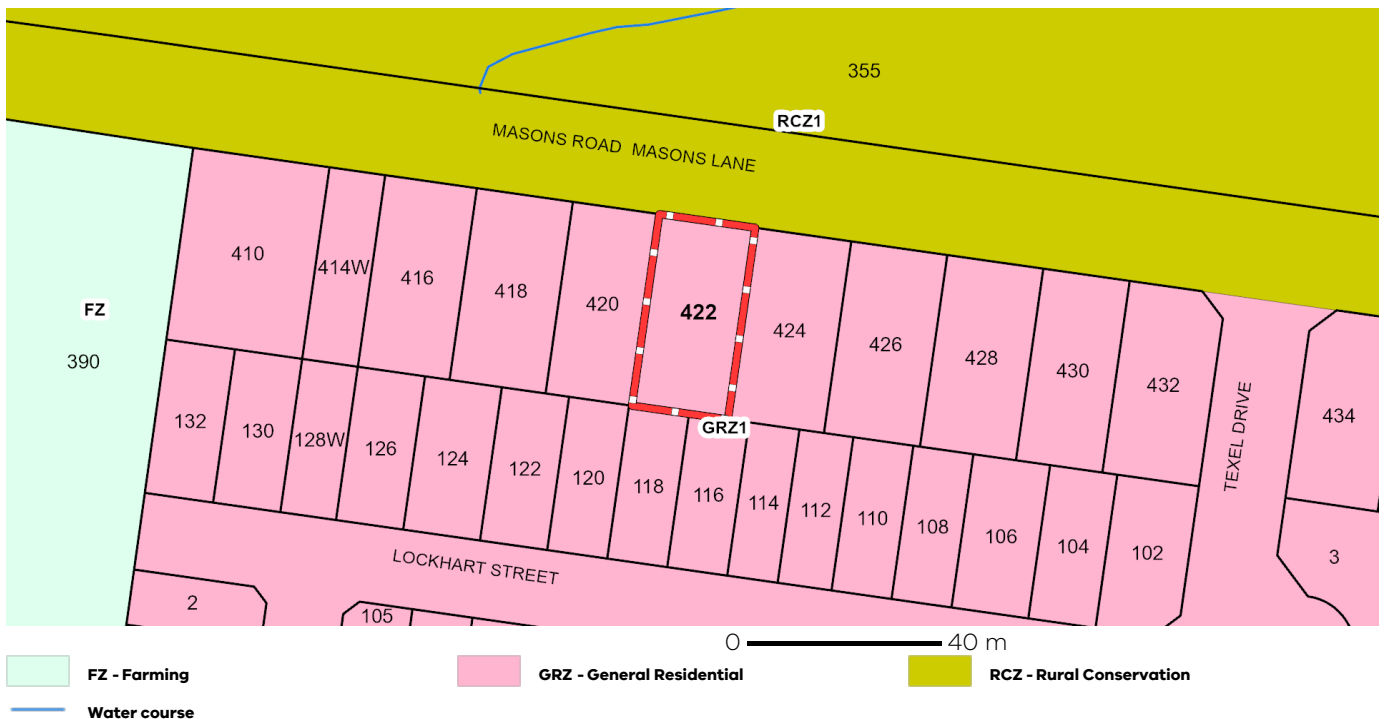
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

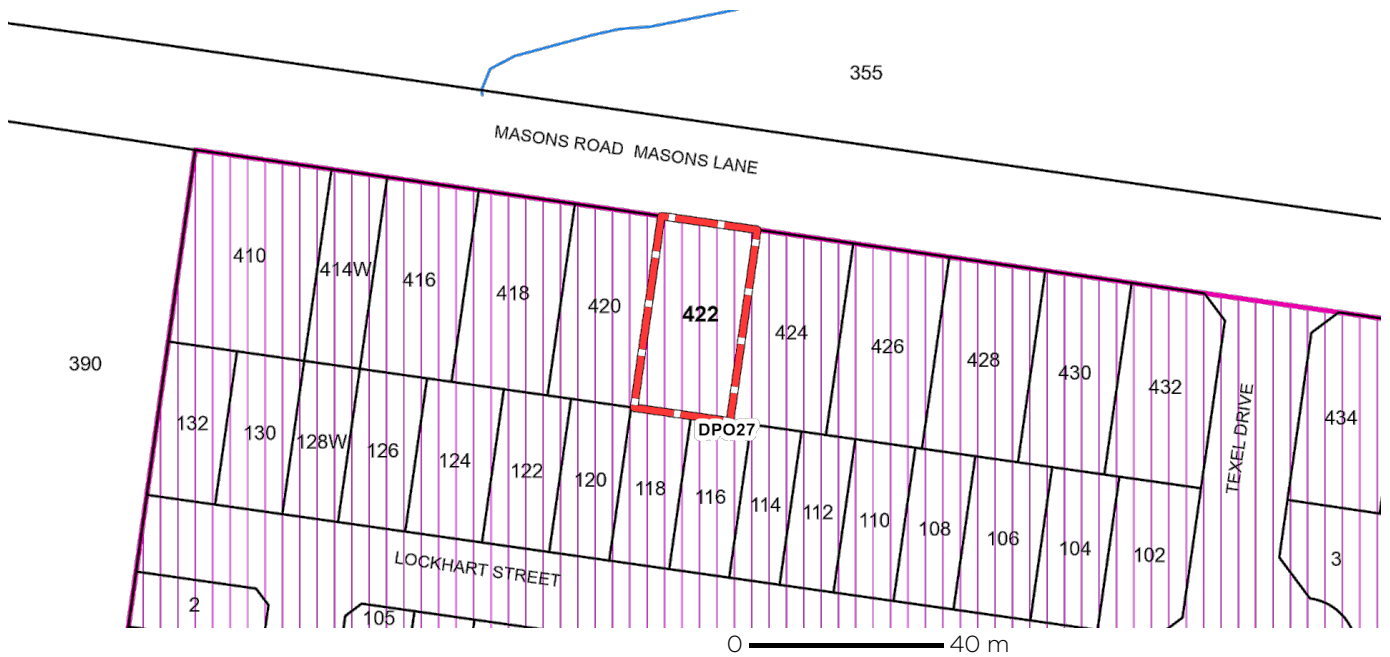


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 27 \(DPO27\)](#)

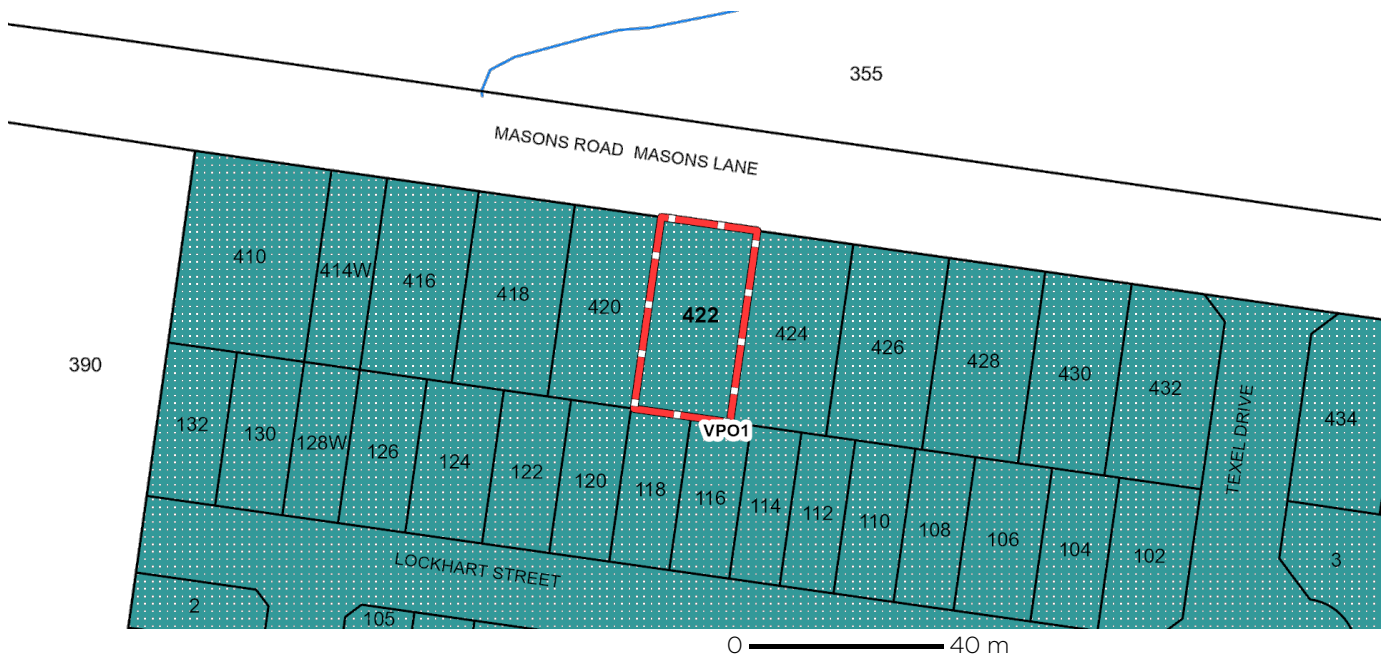


 **DPO - Development Plan Overlay**  **Water course**

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



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

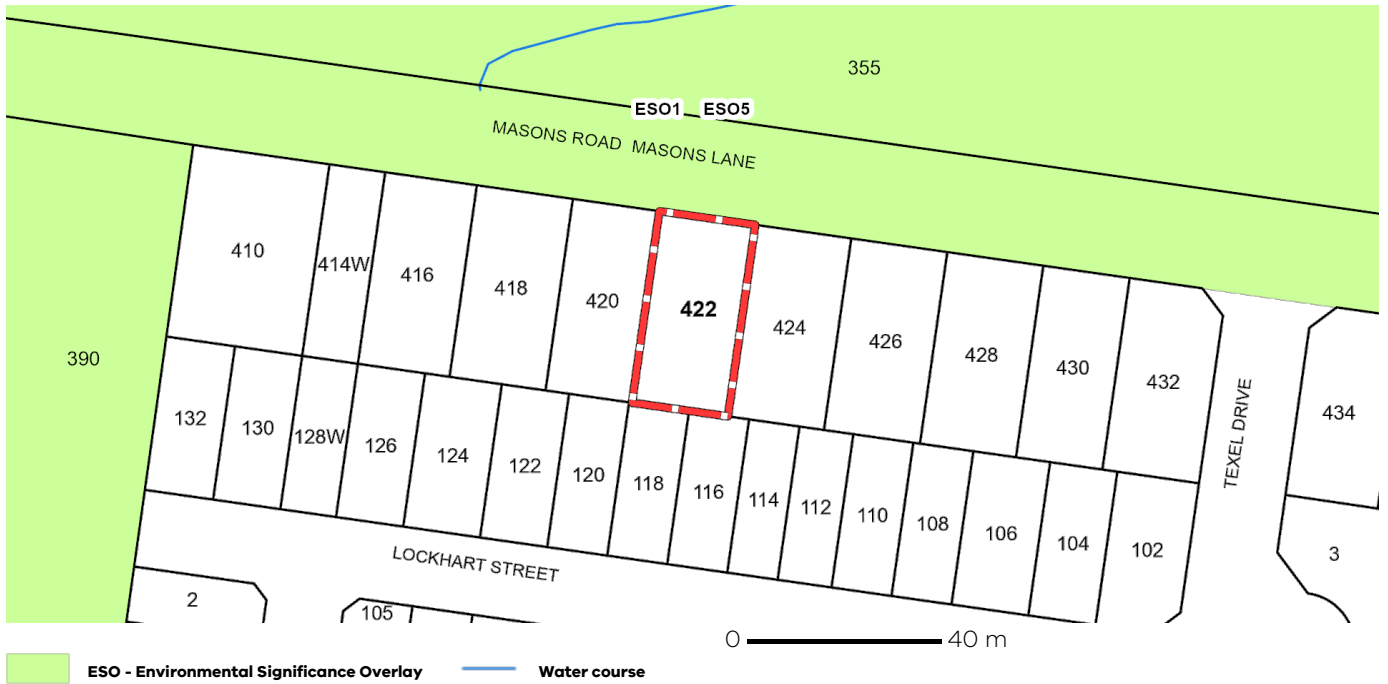
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



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

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvm.delwp.vic.gov.au/BCS>



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

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

Further Planning Information

Planning scheme data last updated on 7 June 2023.

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>

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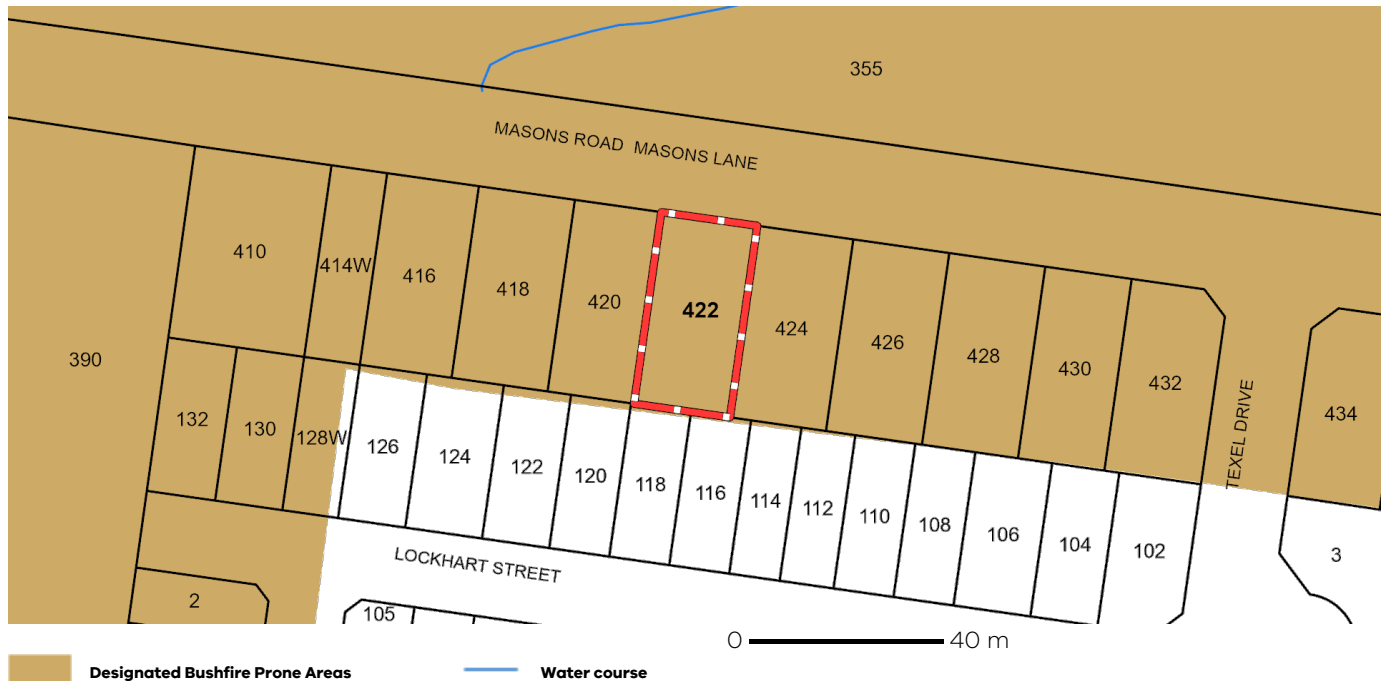
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Morgan Legal Pty Ltd T/as The Morgan Dawson Trust C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 61904

NO PROPOSALS. As at the 15th June 2023, 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®.

422 MASONS ROAD, MERNDA 3754
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.

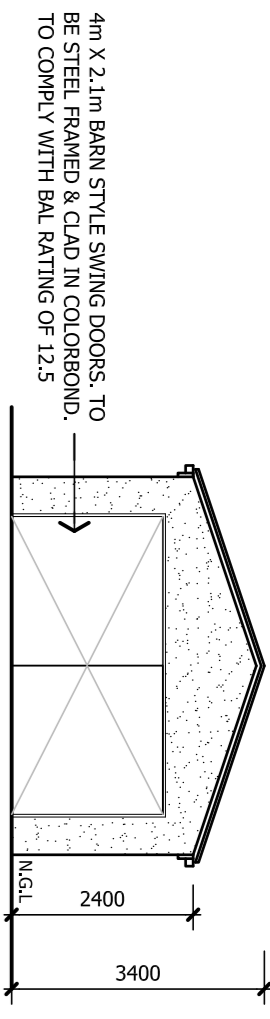
Date of issue: 15th June 2023

Telephone enquiries regarding content of certificate: 13 11 71

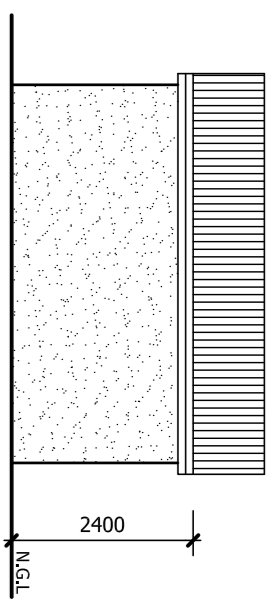
[Vicroads Certificate] # 69238100 - 69238100151345 '61904'

GENERAL NOTES

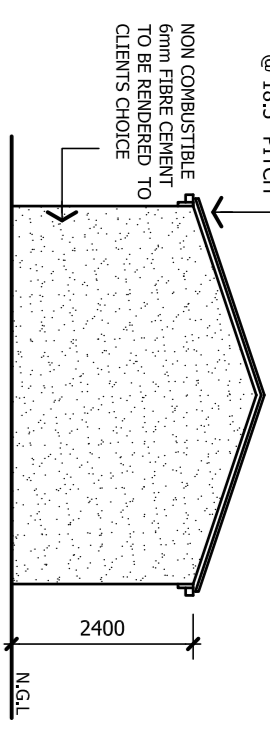
1. THE OWNER, BUILDER AND TRADESPERSON MUST VERIFY ALL DIMENSIONS, LEVELS, INFORMATION, DETAILS, SIZES, COORDINATING ANY WORKS OR CHANGES ANY MATERIALS AND SHALL BE RESPONSIBLE FOR ENSURING ALL BUILDING WORKS CONFORM TO THE BUILDING CODE OF AUSTRALIA, BUILDING REGULATIONS AND ANY TOWN PLANNING REQUIREMENTS.
2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ANY STRUCTURAL ENGINEERING COMPUTATIONS OR STRUCTURAL DRAWINGS.
3. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
4. 171 DESIGNS SHALL NOT BE HELD RESPONSIBLE OR ACCEPT ANY LIABILITY FOR DAMAGE TO PROPERTY OR PERSONS THAT MAY OCCUR ON THE PLANS AFTER ACCEPTANCE BY AND DELIVERY TO THE CLIENT.
5. ALL TIMBER FRAMING SHALL COMPLY WITH 74.5.1684.2-2006 NATIONAL TIMBER FRAMING CODE.
6. ALL GLAZING SHALL COMPLY WITH THE REQUIREMENTS OF AS/NZS 4200.2-2006 WINDOW GLAZING SYSTEMS. PROVIDE GRADE A SAFETY GLASS TO THE WATERROOM WINDOW UNLESS THE BATH IS 150 BELOW THE WINDOW SILL, AS PER 74.5.1285-2006.
7. ALL BRICKWORK SHALL COMPLY WITH A.S. 3700-MASONRY CODE - LATEST EDITION, PROVIDE WALL TIES TO BRICKWORK AT 600MM MAX CTS IN EACH DIRECTION AND WITHIN 500MM OF ANY RECTIFICATION JOINT.
8. ALL CONCRETE STRUCTURES CODE - LATEST EDITION AND SHALL BE FINISHED TO FINISH UNLESS OTHERWISE SPECIFIED, OF B.C.A. SECTION F.
9. ALL VENTILATION SHALL COMPLY WITH THE REQUIREMENTS OF B.C.A. SECTION F.
10. STORMWATER SHALL BE TAKEN TO A LEGAL POINT OF DISCHARGE TO THE SATISFACTION OF ALL LOCAL AUTHORITIES.
11. STAIRS TREADS SHALL BE MINIMUM 250MM WIDE, STAIR RISERS SHALL BE MAXIMUM 180MM HIGH AND MINIMUM 115MM. PROVIDE HANDRAILS TO ALL LANDINGS OVER 1500MM HIGH. PROVIDE HANDRAILS TO ALL RISERS. HANDRAILS TO NOSING OF STAIR TO BE MIN. 850MM HIGH. HANDRAILS TO LANDINGS TO BE MINIMUM 1000MM HIGH. PROVIDE 125MM MAX. CLEAR SPACE BETWEEN RAILS AND CLEARANCE FROM TREAD NOSING. TREADS TO HAVE NON SLIP SURFACES.
12. WINDOW AND DOOR SIZES INDICATED ARE NOMINAL ONLY.
13. PHYSICAL THERMITE BARRIER TO BUILDING REQUIRED AND SHALL CONFORM WITH A.S. 3860-2006.
14. PROVIDE IMPERVIOUS FLOOR TO LAUNDRY, BATHROOM, ENSUITE AND W.C. AND IMPERVIOUS WALLS TO HEIGHT OF 1800MM AROUND A SHOWER AND 200MM ABOVE THE FIN OF A BATH, AS PER A.S. 3740-2006.
15. SMOKE DETECTORS TO BE INSTALLED IN ACCORDANCE WITH A.S. 3786-1993 AS NOTED.
16. PROVIDE ENERGY RATING MATERIALS AS PER B.C.A. - REF 3.12.0 AND ENERGY REPORT.
17. THE OWNER IS TO REFER TO C. 1. 8. Q BUILDING RESEARCH PUBLICATION SHEET NO. 10 (LATEST EDITION) FOR FOUNDATION MAINTENANCE AND FOOTING PERFORMANCE.
18. REFER TO SOIL TEST FOR CORRECT SOIL CLASSIFICATION.
19. 171 DESIGNS SHALL NOT BE HELD RESPONSIBLE OR ACCEPT ANY LIABILITY FOR DAMAGE TO PROPERTY OR PERSONS THAT MAY OCCUR ON THE PLANS AFTER ACCEPTANCE BY AND DELIVERY TO THE CLIENT.
20. THE OWNER SHALL ENSURE THAT ALL PROPERTY BOUNDARY LINES / FENCES ARE CORRECT, WHERE THE FENCE LOCATION IS QUESTIONABLE, IT IS RECOMMENDED THAT THE OWNER ARRANGE A SURVEYOR TO CONFIRM THE LOCATION OF PROPERTY BOUNDARIES.
21. THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE RELEVANT TOWN PLANNING PERMIT AND ENDORSED PLANS (IF APPLICABLE).
22. ANY SITE WORKS, ALTERATIONS OR RENOVATIONS WHICH INVOLVE SUPPORTING EXISTING ROOF STRUCTURES, MUST BE APPROVED BY A REGISTERED STRUCTURAL ENGINEER WORKS ROULETTE BY CLIENT.



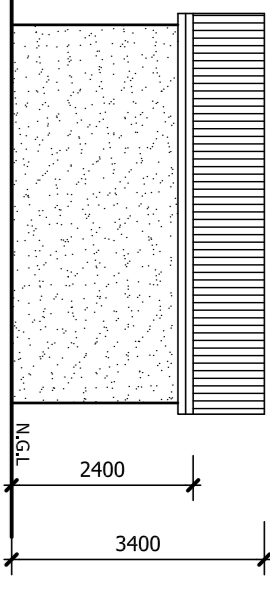
ELEVATION A
SCALE 1:100



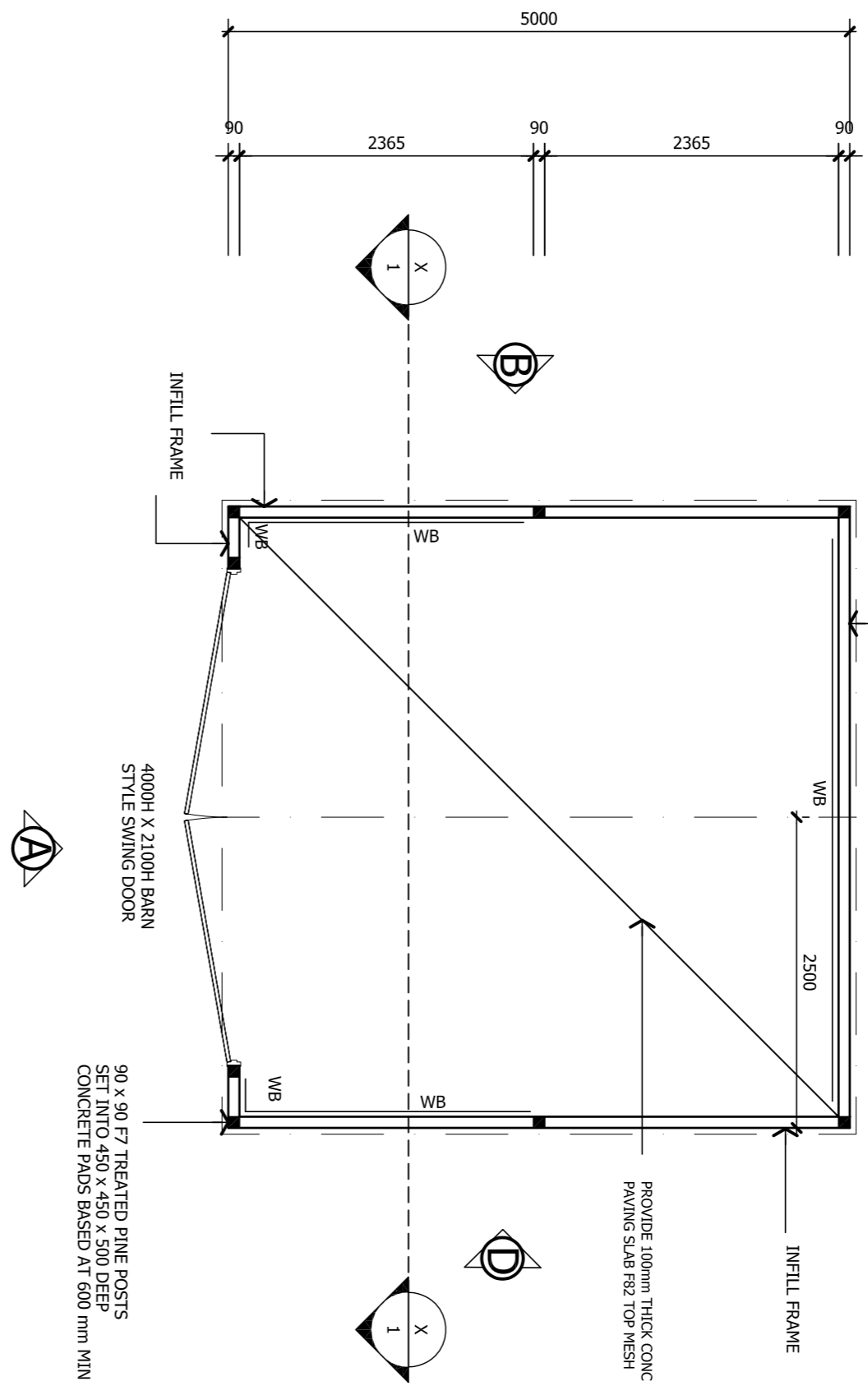
ELEVATION B
SCALE 1:100



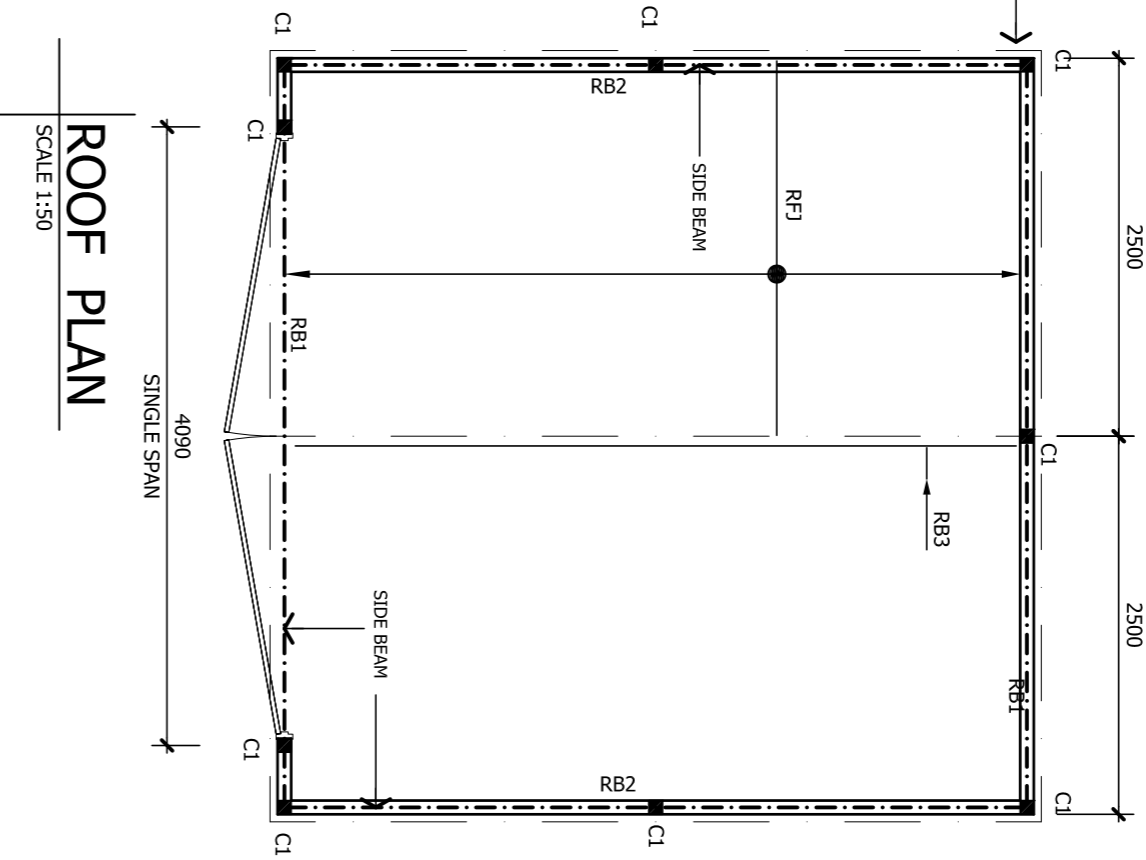
ELEVATION C
SCALE 1:100



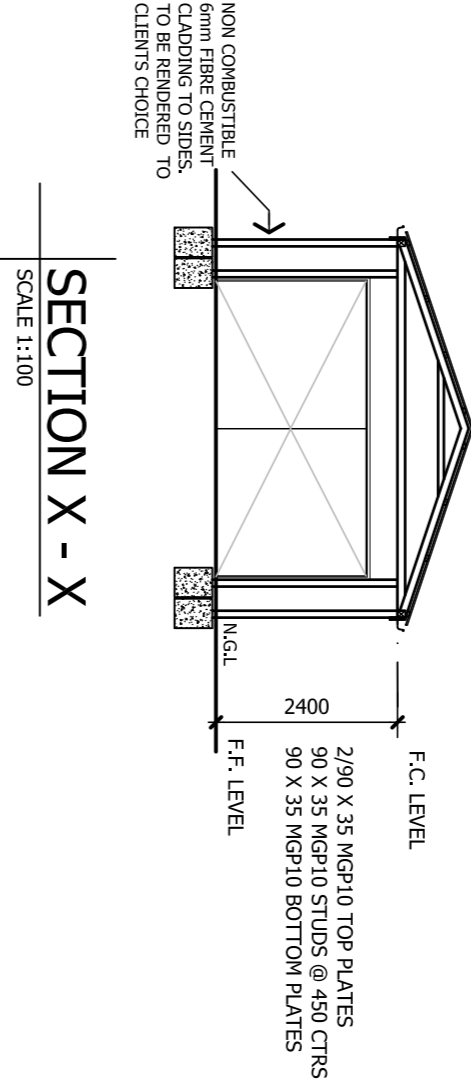
ELEVATION D
SCALE 1:100



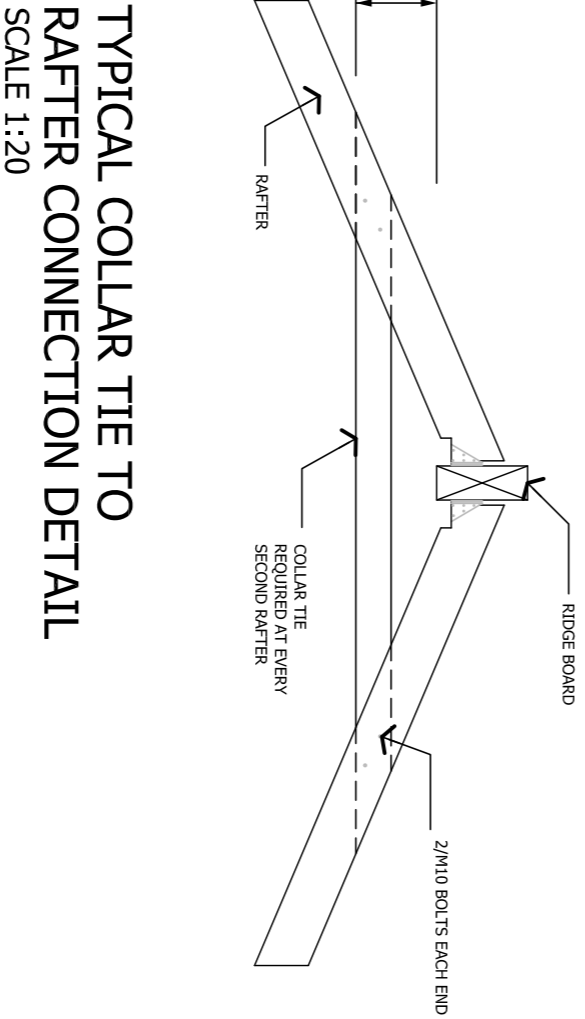
PROP. PLAN
SCALE 1:50



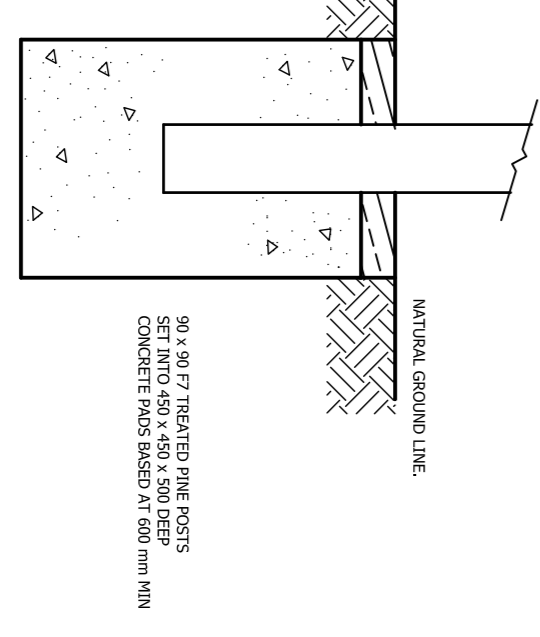
ROOF PLAN
SCALE 1:50



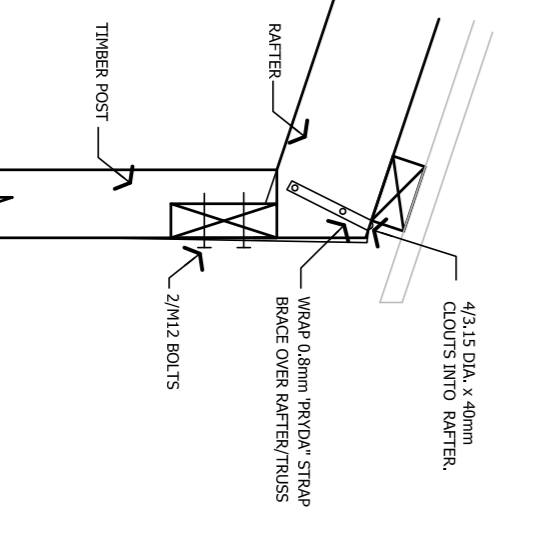
SECTION X - X
SCALE 1:100



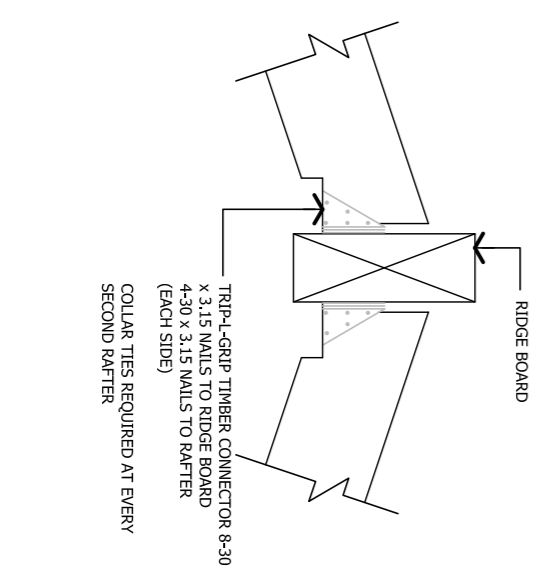
TYPICAL COLLAR TIE TO RAFTER CONNECTION DETAIL
SCALE 1:20



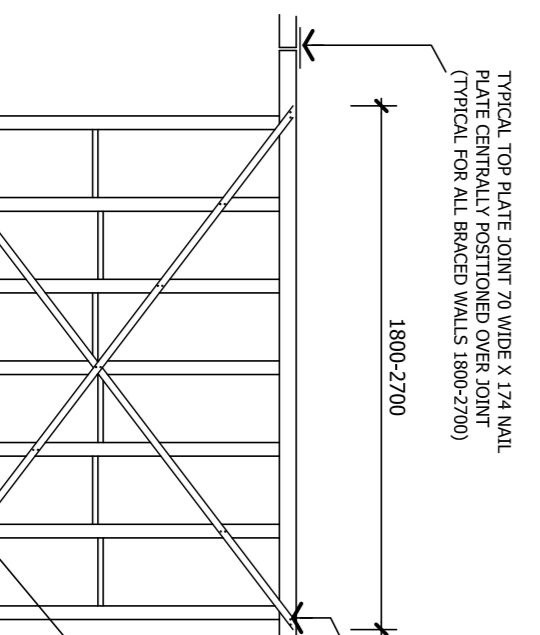
CONNECTION DETAIL PINE POSTS TO PAD.
SCALE 1:10



RAFTER TIE DOWN DETAIL
SCALE 1:10

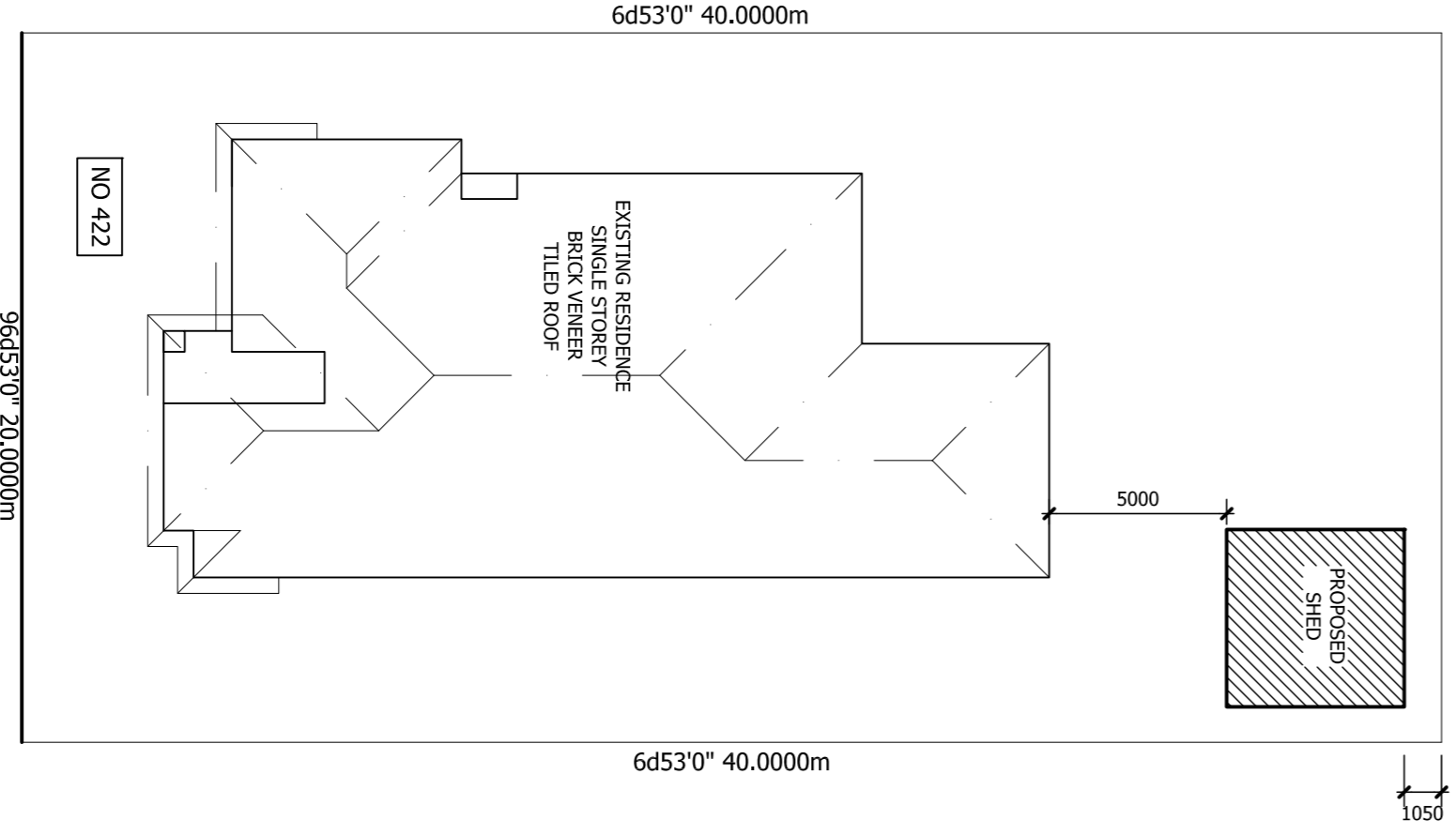


TYPICAL RAFTER TO RIDGE BOARD CONNECTION DETAIL
SCALE 1:10



BRACING DETAIL (WB ON PLAN)
SCALE 1:50

BUSHFIRE ATTACK LEVEL (BAL)	
Bushfire Attack Level (Refer to Bushfire Risk Category Assessment)	BAL 12.5 MIN.
SUBFLOOR SUPPORTS	NO SPECIAL CONSTRUCTION REQUIREMENTS.
SUBFLOOR VENTS	COMPLETELY SCREENED WITH STEEL, BRONZE OR ALUMINIUM MESH.
FLOORS	NO SPECIAL CONSTRUCTION REQUIREMENTS.
EXTERNAL WALLS	EXTERNAL WALLS - PARTS LESS THAN 400 ABOVE FINISHED FLOOR LEVEL OR EXTERNAL WALLS LESS THAN 1800MM ABOVE FINISHED FLOOR LEVEL OR EXTERNAL WALLS LESS THAN 1800MM ABOVE FINISHED FLOOR LEVEL SHALL BE COVERED, SEALED, OVERLAPPED, BACKED OR BUTT JOINED TO PREVENT GAPS GREATER THAN 3mm.
EXTERNAL DOORS	THE MAXIMUM GAP FOR DOORS IS 3mm AT ANY POINT. PROTECTED BY BUSHFIRE SHUTTER, COMPLETELY SCREENED WITH STEEL, BRONZE OR ALUMINIUM MESH OR SHUT DOUGHENED GLASS, NON COMBUSTIBLE OR METAL OR BUSHFIRE RESISTING TIMBER FRAMED FOR 400mm ABOVE GROUND, DECKING, ETC. TIGHT FITTING WEATHER STRIP AT BASE. DOOR RAMMING CAN BE ACCEPTED IF THE RESISTANT (FRAMING OR) TIMBER.
ROOFS	NON COMBUSTIBLE COVERING, ROOF/FLOOR JOINTS SHALL BE FULLY SEALED. ROOF/FLOOR JOINTS SHALL BE FULLY SEALED. ROOF/FLOOR JOINTS SHALL BE FULLY SEALED.



SITE PLAN
SCALE 1:200

F.F.L. TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION

THE BUILDER SHOULD NOTE THAT ANY TREES THAT ARE INCORRECTLY POSITIONED OR INTERFERE WITH THE CONSTRUCTION OF THE UNIT AND WERE TO BE RETAINED BUT NOW TO BE REMOVED REQUIRE APPROVAL TO BE GRANTED FROM TOWN PLANNING PRIOR TO REMOVAL.

THE OWNER SHOULD TAKE CARE NOT TO SIGNIFICANTLY ALTER THE FOUNDATION SOIL MOISTURE CONDITIONS, I.E. BY ALLOWING TREES TO GROW NEAR THE BUILDING WALLS

ENSURE THAT ALL SOIL WITHIN 1200mm OF DWELLING FALLS AWAY FROM DWELLING, AND IS DRAINED APPROPRIATELY

DOWNPIPES TO BE DETERMINED ON SITE BY PLUMBER AT MAX 12000 CTS.

CONNECT 90 DIA. P.V.C. S.W.D. TO LEGAL POINT OF DISCHARGE. MIN. GRADE 1:60 W/-MIN 300 COVER ALL TO LOCAL AUTHORITIES REQUIREMENTS.

THE OWNER SHALL ENSURE THAT ALL PROPERTY BOUNDARY LINES / FENCES ARE CORRECT. WHERE THE FENCE LOCATION IS QUESTIONABLE, IT IS RECOMMENDED THAT THE OWNER ARRANGE A SURVEYOR TO CONFIRM THE LOCATION OF PROPERTY BOUNDARIES.

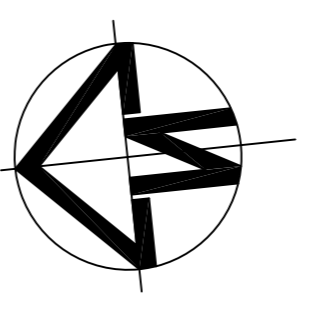
No.	Drawn by	Date	Revision Details
A	SS	30-06-16	WORKING DRAWINGS - DRAFT
B	SS	30-06-16	WORKING DRAWINGS - CONSTRUCTION ISSUE

Job No. :	2016-032	Date:	JUNE 2016
Scale:	AS SHOWN	On :	A1
Rev:	B	Work Station:	MFO2
Drawn:	SS	Description:	WD
Sheet No. :	01	Of :	01



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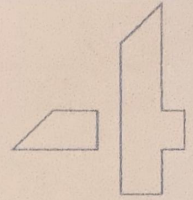
PROPOSED: SHED
CLIENT: NICHOLAS ANDERSON
ADDRESS: 422 MASONS ROAD MERNDA

171 DESIGNS Pty Ltd A.B.N. 76 723 977 027 admin@171designs.com.au Phone: 03 8805 1700
P.O. BOX 5500, STUDDFIELD VIC 3152 DP - AD 340 www.171designs.com.au Fax: 03 8805 1765

OCCUPANCY PERMIT

Form 6 Building Act 1993 Building Regulations 2006 - Regulation 1005

Permit No: 27434 20155356/0



GROUP FOUR
BUILDING SURVEYORS

Property Details:

(L7703) 422 Masons Road, MERNDA 3754

Title Details: LP/PS: 724872C, Vol: 11606, Folio: 160

City/Shire: Whittlesea

Project Description:

Construction of Detached dwelling (1ai & 10a) - Single storey dwelling and garage

Building Details:

<u>Part of Building</u>	<u>Permitted Use</u>	<u>BCA Class</u>	<u>Max permissible floor loading</u>
Single storey dwelling and garage	Residential	1ai & 10a	1.50

Other Conditions:

- External steps & landings to be maintained to comply with BCA 3.9. All paving to be completed within 6 months & ensure a max step of 190mm to the dwelling.
- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

Suitability for Occupation:

The building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Signed:

Building Surveyor:

David Madeira

Registration No:

BS-U 27484

Date of OP inspection:

01-Apr-2016

Date of issue:

01-Apr-2016

58067

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

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

Enquiries: WHITTLESEA BUILDING SERVICES
CONTACT: Snezana Trkulja 9217 2329

File No: PR/195019 and 2016/487

18 March 2016

Mr N Anderson and Ms J Ansell
1 Waterhaven Pl
DOREEN VIC 3754

0433 849 429

Dear Mr Anderson and Ms Ansell

SHED
LOT: 7703 PS: 724872C, 422 MASONS ROAD MERNDA 3754

The abovementioned application, deemed to have been received under Section 17 of the Building Act 1993 on 7 March 2016, has been referred to the relevant Reporting Authority(s) under Schedule 2 of the Act.

The Relevant Reporting Authority(s) have subsequently examined the proposal and I now advise that, in accordance with Section 24 of the Act, the application may be approved when the following matters are complied with:

1. The following title particulars are required for review:
 - a. PS724872C
 - b. S173 Agreement AK014881C
 - c. S173 Agreement AM241153F
 - d. MCP AA2471
2. The site is within a designated bushfire area, therefore prepare a bushfire attack level for the site and amend the architectural plans to demonstrate compliance with the applicable BAL rating in accordance with AS3959. Alternatively where the shed is not within 6m of the dwelling, this requirement is no longer required. Please dimension distance from dwelling to shed and amend architectural plans (where applicable to show compliance with AS3959). ✓
3. The building permit application form has not been completed entirely. Submit details of the builder as you will not be an owner builder. Alternatively where you will be the owner builder, please confirm in writing owner builder.
4. Upon receiving a full copy of title a thorough review will only then be undertaken to consider the siting provisions of the proposed shed.
5. The site plan to dimension the size of the shed and distance from the edge of eaves of dwelling to the proposed shed. On same plan note that downpipes are to be connected into the stormwater point of discharge.

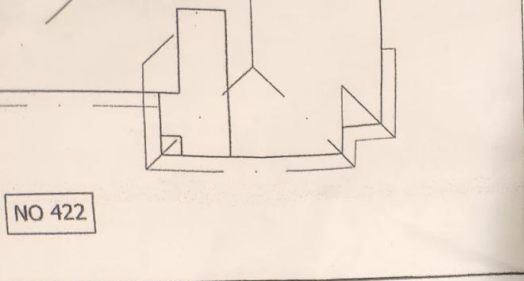
Council offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 03 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

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Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

Handwritten notes in blue, red, and green ink on the left margin, including the letters 'W', 'M', and 'M'.



96d53'0" 20.0000m

MASONS ROAD

PLAN

CONNECT 90 DIA. P.V.C. S.W.D. TO LEGAL POINT OF DISCHARGE. MIN. GRADE 1:60 W/-MIN 300 COVER ALL TO LOCAL AUTHORITIES REQUIREMENTS.

THE OWNER SHALL ENSURE THAT ALL PROPERTY BOUNDARY LINES / FENCES ARE CORRECT. WHERE THE FENCE LOCATION IS QUESTIONABLE, IT IS RECOMMENDED THAT THE OWNER ARRANGE A SURVEYOR TO CONFIRM THE LOCATION OF PROPERTY BOUNDARIES.

CITY OF WHITTLESEA
Building permit granted. Any building works carried out pursuant to this permit shall comply with the Building Act 1974 and the Building Regulations 2006.
10-487 1.11.2012
JAMES
RELEVANT BUILDING SURVEYOR PER:

DESIGN
ZONE

ORANIK

BUILDING INSPECTIONS

Owner Builder Defect Report (Section 137B)

Inspection Date: 17 Jun 2023

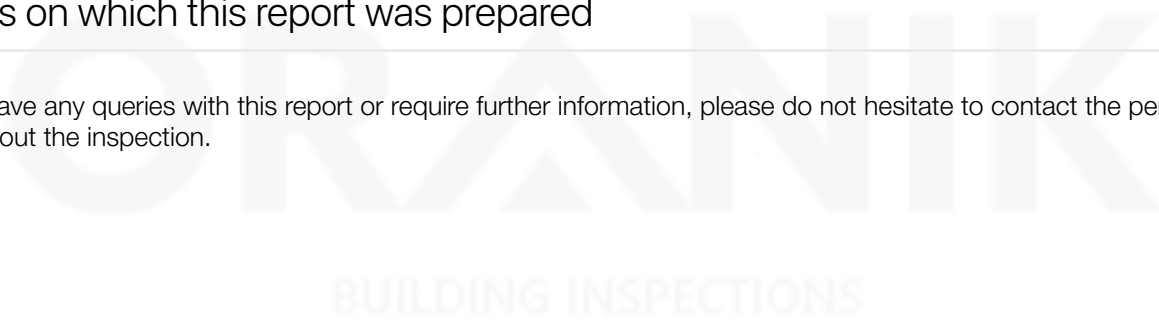
Property Address: 422 Masons Road Mernda 3754



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If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.



Inspection Details

Property Address: 422 Masons Road Mernda 3754

Date: 17 Jun 2023

Client

Name: Nick Anderson

Email Address: N.anderson@anovaelec.com.au

Phone Number: +61 457 162 340

Consultant

Name: Mehran Orangi

Email Address: mehran@oranik.com.au

Licence / Registration Number: EC41610, DB-U63182

Company Name: Engbuild Pty Ltd Trading as "ORANIK Building Inspections"

Company Address: (www.oranik.com.au) Bulleen 3105

Company Phone Number: 0401295096

General description of property

Building Type: Detached house

Storeys: Single storey

Gradient: The land is gently sloping

Site drainage: The site appears to be adequately drained

Orientation of the property: The facade of the building faces north
Note. For the purpose of this report the façade of the building contains the main entrance door.

Weather conditions: Dry

Primary method of construction

Main building – floor construction: Conventional slab (Stiffened raft), Floorboards, Timber deck, Slab on ground

Main building – wall construction: N/A

Main building – roof construction: Timber framed, Steel framed, Flat roof

Other timber building elements: Veranda

Other building elements: Pergola, Verandah

Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

Accessibility

Areas Inspected

The inspection covered the Readily Accessible Areas of the property. Please note obstructions and limitations to accessible areas for inspection are to be expected in any inspection.

- Outbuildings
- Roof exterior

The inspection does not include areas which are inaccessible due to obstructions, or where access cannot be gained due to unsafe conditions.

Obstructions and Limitations

The following obstructions may conceal defects:

- Flooring
- Floor coverings
- Decking

Obstructions increase the risk of undetected defects, please see the overall risk rating for undetected defects.

Inaccessible Areas

The following areas were inaccessible:

- Footings
- Underground pipes

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently.

Summary

SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of defects	Not Found
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Evidence of incomplete works	Not Found
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Evidence of non compliant works	Not Found
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Additional specialist inspections

The following inspections / reports are recommended

Not Applicable



Significant Items

Defect

No evidence was found

Incomplete Works

No evidence was found

Non compliant

No evidence was found

Additional comments

N/A

For Your Information

For Your Information 1.01

Location:

Veranda

Finding:

Structural condition

The structural elements of the veranda were checked and they were found in good condition.

There was no sign of any structural defect in this construction like sagging of rafters or settlement in the posts. Veranda had independent structure from the original building and it was in good and stable condition.

There were footings under the posts as per the owner's advice which were covered by the paving stones. There was no sign of any settlement in the columns and paving stones.

The connections were done properly and there was no sign of structural deficiency on them. The connections of timber members to the steel members were done properly and they were over-engineered. There were a few cleat plates which not have full bolts fixings installed on them but the existing number of bolts were enough to carry the loads.

There was no wall cladding installed on the side of veranda and the veranda was not considered as fully loaded structure. Size of steel elements and connections, timber beams, rafters and battens were adequate for the spans and amount of load which they are carrying.

There were holes on the steel columns which is sign of using second hand steel posts for this construction. However, the holes do compromise the structural adequacy of the steel posts as they have enough capacity for this light structure. There was sign of rusting on the cleats but they were left uncoated to have wrought iron finish as an architectural finish.

The construction of veranda has been done without permit.

The construction of veranda has been done without permit.







For Your Information 1.02

Location: Roof exterior

Finding: Roof plumbing condition

Roof exterior areas were inspected and it was observed that it was in good condition.

The roof plumbings including metal sheet, gutters, downpipes and flashings were all done properly. The grade of roof was more than 5% which is appropriate for corrugated sheets.

The down-pipe was installed and connected to the underground pipe beside the veranda.





For Your Information 1.03

Location: Veranda

Finding: Documentations of building permit

No documents for building permit were observed for this construction including:

- architectural and engineering drawings
- building permit,
- final inspection certificate,

For Your Information 1.04

Location: Veranda

Finding: Building away from boundary

Veranda has been built at 1000mm away from the boundary which is more than the minimum amount of 900mm which is the minimum required distance to have fire protection from the adjoining property.

The construction is compliant with requirements of NCC-2019 for fire-rating requirements.



Conclusion

Building consultant's summary

This report has been prepared to fulfill requirements of Section 137A & 137B of building Act 1993 in regards to providing defect report as well as insurance for domestic building works which have been carried out by owner for the of selling property.

The areas which have been built under Owner builder, was construction of veranda in the rear of the existing property, detached from the existing building.

Construction of the veranda seemed to be compliant for structural elements as no structural defect was detected on them. The construction of veranda was not done by any permit.

The veranda has been built more than 900mm to the boundary and meet requirements of NCC regarding fire separation. Hence, construction is considered as compliant in that aspect.

Quality of the workmanship and materials were good in the construction. There was usage of second hand materials in this construction.

There was not any building permit and final inspection certificate documents for this construction.

Signature of consultant -



Terms on which this report was prepared

Service

1. This agreement is between the building consultant ("Inspector") and you ("Client"). You have requested the Inspector to carry out an inspection of your property for the purpose of preparing a Standard Property Report ("Report") to you outlining their findings and recommendation from the inspection.
2. The purpose of the inspection is to provide the Client with an overview of the Inspector's findings at the time of the inspection and advice as to the nature and extent of their findings.
3. This Report has been prepared at the direction of and exclusively for the Client. Details contained within this Report are tailored to the Pre-Inspection Agreement between the Inspector and the Client at the time of the Inspection and no other party can rely on the Report nor is the Report intended for any other party.

Scope of the Report

4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the property which is not within the scope as set out herein or which occurs after the inspection is expressly excluded from this Report.

5. This Report expressly addresses only the following discernible to the Inspector at the time of inspection:

- (a) Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage;
- (b) any Major Defect in the condition of Secondary Elements and Finishing Elements and collective (but not individual) Minor Defects; and
- (c) any Serious Safety Hazard.

6. This Report is limited to the observations and conclusions of the Inspector that were readily observable at the building or site and given the state of property at the time of the Inspection.

7. This Report does not include the inspection and assessment of items or matters that are beyond the Inspectors direct expertise.

Inspection Limitations

8. The Inspection is limited to Readily Accessible Areas of the Building & Site based on the Inspector's visual examination of surface work (excluding furniture and stored items) and the carrying out of Tests.

9. Where the Inspection is carried out on a strata or company title property, the Inspection is limited to the interior and the immediate exterior of the residence inspected. The Inspection does not extend to common property areas and the Inspector will not inspect common property areas.

10. The Inspector's findings do not extend to matters where the Inspector was restricted or prevented from assessing the building or site as a result of:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint;
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out; and
- (c) areas of the building or site that were obstructed at the time of the inspection or not Readily Accessible Areas of the Building Site. An obstruction may include a condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

Exclusions

11. This Report does not consider or deal with the following:

- (a) any individual Minor Defect;
- (b) solving or providing costs for any rectification or repair work;
- (c) the structural design or adequacy of any element of construction;
- (d) detection of wood destroying insects such as termites and wood borers;
- (e) the operation of fireplaces and chimneys;
- (f) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (g) lighting or energy efficiency;
- (h) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (i) any appliances or white goods including dishwashers, refrigerators, ovens, stoves and ducted vacuum systems;
- (j) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (k) a review of environmental or health or biological risks such as toxic mould;
- (l) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (m) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (n) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. Additional information requested by the Client is not included in this Report.

Workplace Safety

Workplace Safety

13. The Client warrants to the Inspector (including the Inspector's, agents, employees and other personnel) that the Building Site is, to the Client's reasonable knowledge, safe and free of hazardous materials and that no party of the Building site constitutes a dangerous environment or work place safety concern.

Acceptance Criteria

14. The Inspector may compare the building being inspected with a similar building, unless specified otherwise in the Special Conditions or Instructions. The similar building which the Inspector may compare the current building to was, to the best of the Inspector's knowledge, constructed in accordance with ordinary building construction and maintenance practices at the time of construction and as such has not encountered significant loss or of strength or serviceability.

15. The Inspector assumes in their Report that the existing use of the building or site will continue unless specified otherwise in the Special Conditions or Instructions.

Acknowledgments

16. The Client Acknowledges that contents of the Report is subject to the Scope of the Report, Inspection Limitations, Exclusions and Acceptance Criteria. This Report does not include recommendations or advice about matters outside the scope of the requested inspection.

17. Should the Client have any queries or concerns about the purposes, scope or acceptance criteria on which this Report was prepared, all enquiries or concerns are to be discussed with the Inspector within a reasonable time upon receipt of this report.

18. The Client acknowledges that they will take all reasonable steps to implement any recommendation or advice provided by the Inspector in their Report as a matter of urgency specified otherwise.

19. Any further discussions the Inspector following the production of this Report addressing concerns will not be reflected in this Report and as such the Report may not contain all advice or information related to the building or site provided by the Inspector.

20. The Client acknowledges that a visual only inspection restricts the Inspectors capacity to inspect the building or site thoroughly and is not recommended by the Inspector unless an inspection of the Readily Accessible Areas and appropriate tests are also carried out.

21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of inspection.

22. The Client acknowledges that the Inspector is not affiliated with Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections") nor is Hello Inspections liable for the content of the Report prepared by the Inspector or any other third party and the Client hereby indemnifies Hello Inspections from all claims, losses and damage arising, either directly or indirectly, from the Report and the Client accepts this document can be presented to a court as a complete bar to any proceedings by the client or its agents or related parties against Hello Inspections. The Client further acknowledges the Inspector is the agent for Hello Inspections solely for the purposes of this clause.

23. The Client acknowledges that Hello Inspections may reproduce the content within this Report for any commercial purpose, including sale of the Report in whole or in part to third parties, provided personal details or information of the Client contained therein are excluded.



MR NICHOLAS ANDERSON
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40 BURGUNDY STREET
HEIDELBERG VIC 3084

Our reference: 7139641224139
Phone: 13 28 66
16 June 2023

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 NICHOLAS,

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

Notice number	2410796065862
Vendor name	NICHOLAS ANDERSON
Clearance Certificate Period	16 June 2023 to 17 June 2024

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

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.



MS JENNA ANSELL
C/- HEATHER CURTIS
SUITE 114
40 BURGUNDY STREET
HEIDELBERG VIC 3084

Our reference: 7139641303619
Phone: 13 28 66
16 June 2023

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 JENNA,

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

Notice number	2410796067540
Vendor name	JENNA ANSELL
Clearance Certificate Period	16 June 2023 to 17 June 2024

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)