Contract of Sale of Land

Property

9 Weeden Drive Vermont South Vic 3133

@ Copyright September 2025

Endorsed by the Australian Institute of Conveyancers (Victorian Division)

ref

© *Copyright September 2025*

© Copyright September 2025

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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 (Vic) 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 (Vic).

Copyright

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

Disclaimer

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

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

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

© Copyright September 2025

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

Contract of Sale of Land

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

- particulars of sale; and
- special conditions, if any; and
- general conditions (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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……..…….....

for and on behalf of:

…… ……..
Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……..…….....

for and on behalf of:

Mohammed Ziaur Rahman …….
Name of individual Signature of individual

State nature of authority (if applicable): ……

© Copyright September 2025

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……..…….....

for and on behalf of:

Farial Andaleeb Mahmud ..

Name of individual Signature of individual

State nature of authority (if applicable): ……

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

© Copyright September 2025

Table of Contents

Particulars of sale

Special conditions

General conditions

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

© Copyright September 2025

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate

Address: 98 South Parade Blackburn Vic

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 0411061796 Mob: _____ Ref: _____

Vendor

Name: Mohammed Ziaur Rahman

Address: _____

ABN/ACN: _____

Email: _____

Vendor

Name: Farial Andaleeb Mahmud

Address: _____

ABN/ACN: _____

Email: _____

Vendor's legal practitioner or conveyancer

Name: MJS Law

Address: 2 Sparks Street Beaumaris Vic

Email: mjsealy@mjslaw.com.au

Tel: 03 95150271 Mob: _____ Ref: _____

Purchaser

Name: _____

Address: _____

ABN/ACN: _____

Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____

Address: _____

Email: _____

Tel: _____ Ref: _____

© Copyright September 2025

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8862	Folio	678	108	LP82651
Volume		Folio			
Volume		Folio			

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

The land includes all improvements and fixtures.

© Copyright September 2025

Property address

The address of the land is:

9 Weeden Drive Vermont South Vic 3133

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

all fixed floor coverings, existing window furnishings, electric light fittings and fixtures and fittings of a permanent nature, as inspected

Payment

Price $_____

Deposit $_____ by_____/_____ / _____ (of which $_____ has been paid)

Balance $_____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on _____/_____ / _____

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 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

~~Lease~~ ~~(general condition 5.1)~~ Does not Apply

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

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

- ☐ a lease for a term ending on _____/_____ / _____ with _____ options to renew, each of _____ years

OR

- ☐ a periodic tenancy determinable by notice

~~Terms contract~~ ~~(general condition 30)~~ Does not Apply

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 (Vic) 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: $_____ 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

© Copyright September 2025

Special Conditions

See Annexure Special Conditions

© Copyright September 2025

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

(a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;

(b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and

(c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"**Contract**" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"**Guarantee**" means this deed of guarantee and indemnity;

"**Guaranteed Money**" means the whole of the price, interest and other money payable under the Contract;

9 Weeden Drive Vermont South Vic 3133

"**Guarantor**" means the Guarantor named in the Schedule;

"**Guarantor's Obligations**" means the obligations of the Guarantor under this Guarantee;

"**Purchaser**" means the person named as the purchaser in the Contract;

"**Purchaser's Obligations**" means the obligations of the Purchaser to:

(a) pay the Guaranteed Money; and

(b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"**Vendor**" means the person named as the vendor in the Contract.

3. Guarantee

(a) The Guarantor guarantees to the Vendor:

(i) payment of the Guaranteed Money when it is due;

(ii) compliance with all the Purchaser's Obligations;

(iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and

(iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

(b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:

(i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and

(ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

(a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:

(i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;

(ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);

(iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;

(iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or

(v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

© Copyright September 2025

(b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.

(c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

(a) The Guarantor's Obligations are principal obligations.

(b) The Vendor need not, before enforcing the Guarantor's Obligations:

(i) make a demand on the Purchaser;

(ii) exercise any rights the Vendor has against the Purchaser; or

(iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

(a) the Vendor, whether with or without the Guarantor's consent or knowledge:

(i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;

9 Weeden Drive Vermont South Vic 3133

(ii) grants the Purchaser any other indulgence;

(iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or

(iv) waives an obligation of the Purchaser or another Guarantor;

(b) the Purchaser or another Guarantor dies or becomes insolvent;

(c) there is a variation of the Contract or any contract substituted for it;

(d) the Purchaser nominates a substitute or additional purchaser under the Contract;

(e) the Vendor receives a payment which the Vendor does not have a legal right to retain;

(f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or

(g) the Vendor releases, exchanges, renews, modi?es, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

(a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or

(b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

(a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:

(i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;

(ii) the Purchaser is an individual and is bankrupt; or

(iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

© Copyright September 2025

(b) The Guarantor authorises the Vendor to:

(i) prove for all money the Purchaser owes the Guarantor; and

(ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

(a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and

(b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

(a) does not sign it;

(b) is not or ceases to be bound by it; or

(c) has no power to sign it.

9 Weeden Drive Vermont South Vic 3133

14. Assignment

(a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.

(b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

(a) unless the context requires a different interpretation:

(i) the singular includes the plural and the plural includes the singular;

(ii) a promise or agreement by two or more persons binds each of them individually and all of them together;

(iii) reference to a person includes a body corporate;

(iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and

(b) headings are only for convenience and do not affect interpretation.

© Copyright September 2025

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this day of 20

Signed Sealed and Delivered

by _____ .....
in the presence of: Signature of Director

9 Weeden Drive Vermont South Vic 3133

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by _____ .....
in the presence of: Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by _____ .....
in the presence of: Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

© Copyright September 2025

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.

9 Weeden Drive Vermont South Vic 3133

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

© Copyright September 2025

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –

9 Weeden Drive Vermont South Vic 3133

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale .

7.2 The purchaser may not –

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title .

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

© Copyright September 2025

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.

9 Weeden Drive Vermont South Vic 3133

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

© Copyright September 2025

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise .

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act .

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9 Weeden Drive Vermont South Vic 3133

13.5 The purchaser is taken to have accepted the vendor's title if –

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor .

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit —

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended .

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

© Copyright September 2025

14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter..

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit -taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

9 Weeden Drive Vermont South Vic 3133

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 –

© Copyright September 2025

(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.

9 Weeden Drive Vermont South Vic 3133

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

© Copyright September 2025

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

9 Weeden Drive Vermont South Vic 3133

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

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act;; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

© Copyright September 2025

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

9 Weeden Drive Vermont South Vic 3133

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1 -2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

(a) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

© Copyright September 2025

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

9 Weeden Drive Vermont South Vic 3133

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14 -200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

(a) the settlement is conducted through an electronic lodgement network; and

© Copyright September 2025

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14 -200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14 -E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

9 Weeden Drive Vermont South Vic 3133

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14 -255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

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

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

(a) settlement is conducted through an electronic lodgement network; and

© Copyright September 2025

(b) the purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

9 Weeden Drive Vermont South Vic 3133

25.11 The vendor warrants that –

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

© Copyright September 2025

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000* .

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

9 Weeden Drive Vermont South Vic 3133

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

© Copyright September 2025

without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

9 Weeden Drive Vermont South Vic 3133

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

© Copyright September 2025

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1. Terms of Auction

If the property is offered for sale by Public Auction, the sale will be subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in Schedule 1 to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

2. Amendments to General Conditions

2.1 General Conditions 31.4 31.5 and 31.6 are deleted.

2.2 General Condition 35.4(a) is amended by deleting the word "up" and replacing it with the word "equal".

3. Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 Sale of Land Act.

4. Default

If the Vendor gives a notice of default under this contract to the purchaser, the default will not be remedied until all of the following have occurred:

(a) The remedy by the purchaser of the default

(b) The payment of the purchaser of all reasonable costs and expenses incurred by the vendor as a result of the default including without limitation:

(i) Interest and bank charges payable by the Vendor in relation to loans secured on the property for the period from the date the balance is payable under this contract to the date the balance is actually paid;

(ii) Interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's costs of that bridging finance;

(iii) Any loss of rent incurred by the Vendor.

(c) Payment of the Vendor's solicitors legal costs of $880.00 and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice arising from the default.

(d) Payment of interest under the following special condition.

5. Default Interest

If the purchaser defaults in the payment of any money under this contract, the purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% above the penalty rate of interest fixed under Section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

6. Purchaser to procure execution of guarantee

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the Vendor within 7 days of the day of sale.

7. Foreign Acquisition and Takeovers Act 1975

7.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval, certification or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to enter into this contract, the purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

7.2 The purchaser unconditionally indemnifies the Vendor against any loss or expense (including consequential loss) which the Vendor suffers as a result of the purchaser's breach of the warranty given under special condition 19.1.

8. Warranties Exclusion

The purchaser agrees that there are no conditions, warranties or other terms affecting this sale other than those contained in this Contract and the Purchaser shall not be entitled to rely upon any representations made by the Vendor or the Vendor's Agent other than those contained herein.

9. Purchaser acknowledgements

9.1 The purchaser acknowledges that it purchases the property as a result of their own enquiries and inspection and accepts the property:-

a. In its current condition and state of repair;
b. Subject to all defects latent and patent;
c. Subject to any infestations and dilapidation;
d. Subject to all existing water, sewerage, drainage and plumbing services and connections to the property.

9.2 The purchaser accepts the property sold (including all improvements thereon) subject to the restrictions imposed by the relevant Planning Scheme and all other relevant controls and accepts any defects or non- compliance with any such controls, restrictions, permits or approvals and shall not make any claim, requisition or take any action against the vendor in relation to any breach, contravention or non-compliance with any such controls, restrictions, permits or approvals or of any non-compliance with the provisions of the Local Government Act 1989, the Building Act 1993 or any other Act relating to any improvements or to any regulations made under any such Acts.

10. Swimming Pool or Spa

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at its expense to comply with the provisions of the Building Act 1993 and any relevant regulations or other laws requiring the provision of barriers to restrict access to the body of water, registration with the local municipal authority or mandatory inspection.

11. No Merger

Obligations under this contract which have not been satisfied by the purchaser at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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	9 WEEDEN DRIVE, VERMONT SOUTH VIC 3133

Vendor's name	Mohammed Ziaur Rahman	Date / /
Vendor's signature	DocuSigned by: BDCBBC5607164F5...	28-10-2025
Vendor's name	Farial Andaleeb Mahmud	Date / /
Vendor's signature	DocuSigned by: 10B4CA547AB74CD...	28-10-2025

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

1. FINANCIAL MATTERS

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

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

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

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 as follows:
If any, as set out in the attached searches and certificates

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

☒ Are as follows
If any, as set out in the attached searches and certificates

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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)

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Due diligence checklist

What you need to know before buying a residential property

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

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)

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

State Government

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08862 FOLIO 678 Security no : 124128899673N
Produced 12/10/2025 09:02 AM

LAND DESCRIPTION

Lot 108 on Plan of Subdivision 082651.
PARENT TITLES :
Volume 04586 Folio 134 Volume 08104 Folio 681 Volume 08414 Folio 134
Created by instrument LP082651 31/12/1970

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
FARIAL ANDALEEB MAHMUD of 9 WEEDEN DRIVE VERMONT SOUTH VIC 3133
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
MOHAMMED ZIAUR RAHMAN of 9 WEEDEN DRIVE VERMONT SOUTH VIC 3133
AY693964J 12/12/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY463378H 03/10/2024
MACQUARIE BANK LTD

COVENANT D866609 23/10/1970

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP082651 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: 9 WEEDEN DRIVE VERMONT SOUTH VIC 3133

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 12/12/2024

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**LP082651**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**12/10/2025 09:02**

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

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

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 12/10/2025 09:02 Page 1 of 3
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLAN OF SUBDIVISION

PART OF CROWN SECTION 109

PARISH OF NUNAWADING

COUNTY OF BOURKE

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

V. 4586 F. 134

V. 8104 F. 681

V. 8414 F. 134

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

THE LAND COLOURED PURPLE IS APPROPRIATED OR SET APART FOR EASEMENTS OF SEWERAGE

THE LAND COLOURED BLUE HATCHED IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

ENCUMBRANCES

PART OF THE LAND COLOURED BROWN IS FURTHER ENCUMBERED VIDE LP 82650.

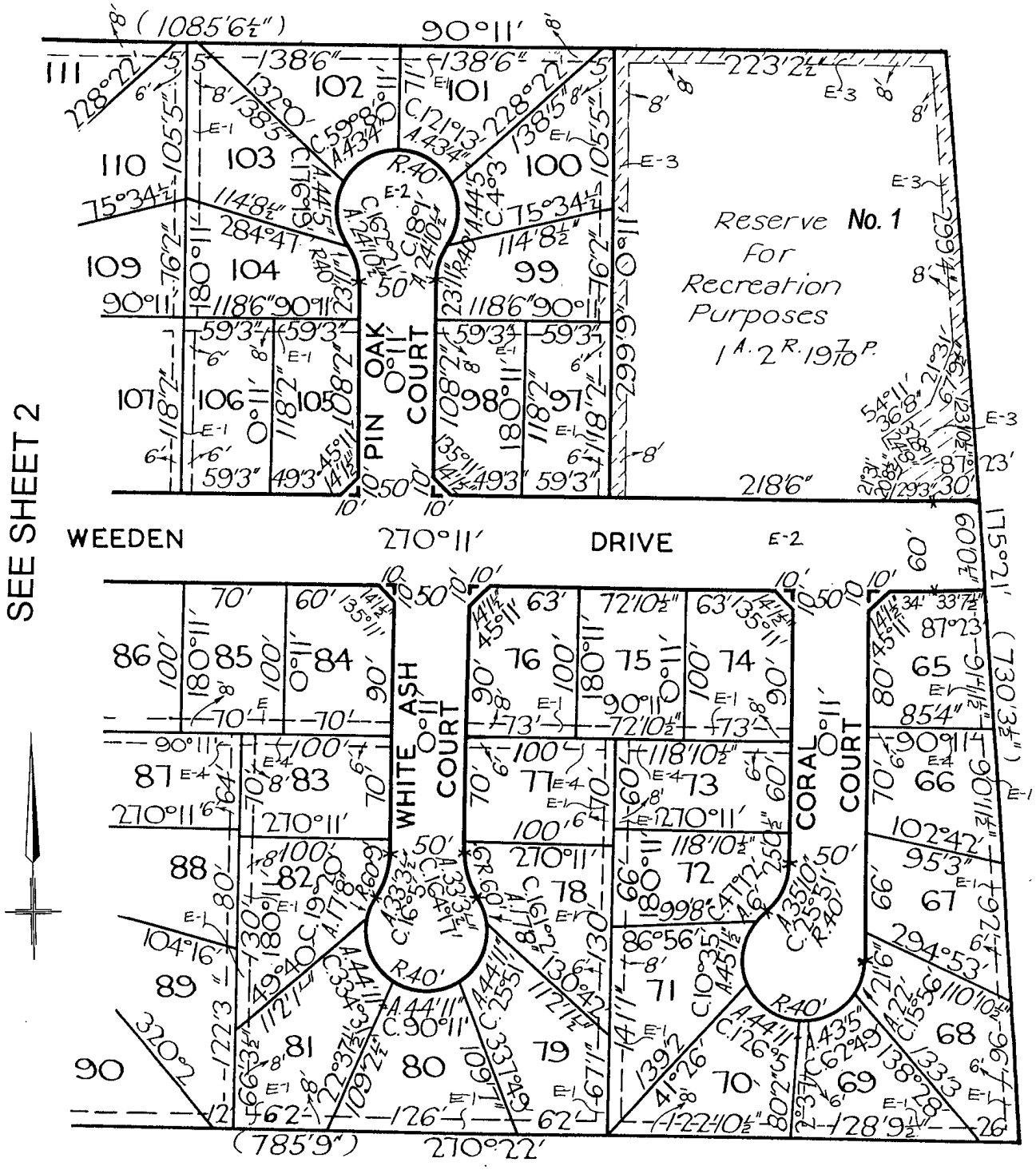
LP 82651

EDITION 2

APPROVED 13/10/70

2 SHEETS
SHEET 1

COLOUR CONVERSION
BLUE = E-1
BROWN = E-2
BLUE HATCHED = E-3
PURPLE = E-4

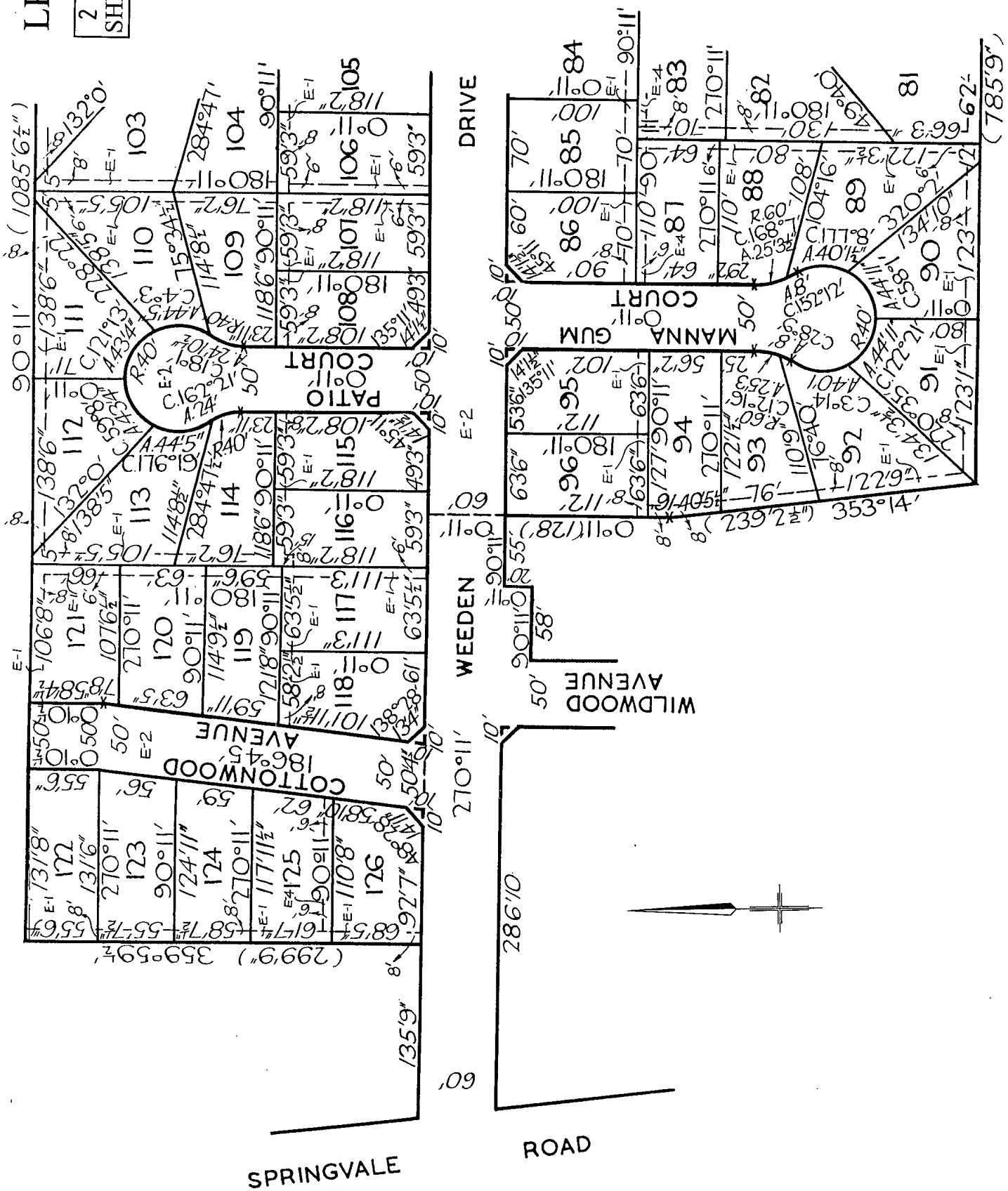


Delivered by LANDATA®, timestamp 12/10/2025 09:02 Page 2 of 3
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

LP 82651

2 SHEETS
SHEET 2

SEE SHEET 1



Delivered by LANDATA®, timestamp 12/10/2025 09:02 Page 3 of 3
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 82651

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
ROADS		EASEMENTS ENHANCED			2	AD

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**D866609**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**12/10/2025 09:02**

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

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

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 12/10/2025 09:02 Page 1 of 2
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

$5Q D366609 D366609

NO CERT H.L. YUNCKEN & YUNCKEN +62 CYT

R.E.G.D

10-93 05990 VICTORIA

TRANSFER OF LAND

$3237

WE, SAMUEL JACOBSON Director and REBECCA JACOBSON Married Woman both of 20 Cascade Street North Balwyn MAURICE JACOBSON Director and VALDA JACOBSON Married Woman both of 632 Toorak Road Toorak HAROLD JACOBSON Director and FREDA JACOBSON Married Woman both of 28 Holroyd Street Kew WILLIAM CHARLES LOGAN Director and RUBY LOGAN Married Woman both of 30 Roberts Street Glen Waverley (hereinafter called "the transferors") IN CONSIDERATION of the sum of TWO HUNDRED AND FIFTEEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS paid to us by GLEN BAY HEIGHTS PTY. LIMITED of 6 Maitland Avenue East Kew HEREBY TRANSFER to the said Glen Bay Heights Pty Limited all our estate and interest in ALL THOSE pieces of land being Lots 65 to 126 (inclusive) on Plan of Subdivision No. 82651 Parish of Nunawading and the said Glen Bay Heights Pty. Limited for itself its transferees and assigns does hereby and as a separate covenant COVENANT with the transferors their respective heirs executors and administrators and transferees and other registered proprietor or proprietors for the time being of the land described in Certificates of Title Volume 8414 Folio 134 and Volume 8104 Folio 681 and every part or parts thereof other than the land hereby transferred that there shall not be built or constructed or erected on any one of the above lots any building other than one private dwelling house of brick brick veneer stone or concrete together with outhouses and garage for such private dwelling house and it is requested that this covenant shall be noted on the Titles to issue pursuant to this transfer and shall run with the land hereby ~~sold~~ transferred.

= whole 8862-635 to 696 (inc)

CAVEAT

DATED the 20th day of October 1970.

SIGNED in Victoria by the said SAMUEL JACOBSON in the presence of: } S Jacobson

SIGNED in Victoria by the said REBECCA JACOBSON in the presence of: } R Jacobson

SIGNED in Victoria by the said MAURICE JACOBSON in the presence of: } M Jacobson

SIGNED in Victoria by the said VALDA JACOBSON in the presence of: } V. Jacobson

SIGNED in Victoria by the said HAROLD JACOBSON in the presence of: } H. Jacobson

SIGNED in Victoria by the said FREDA JACOBSON in the presence of: } F. Jacobson

SIGNED in Victoria by the said WILLIAM CHARLES LOGAN in the presence of: } W Logan

SIGNED in Victoria by the said RUBY LOGAN in the presence of: } R Logan

00-2270 h 30.5.71 69617

LE 1615

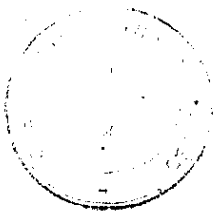
VLTO
"This reproduction is the best obtainable from the original."

Delivered by LANDATA®, timestamp 12/10/2025 09:02 Page 2 of 2
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

THE COMMON SEAL of GLEN BAY HEIGHTS PTY LIMITED was hereunto affixed in the presence of:

DIRECTOR

SECRETARY



ENCUMBRANCES REFERRED TO

The easements (if any) set out on the face of the Certificates of Title to the Lots hereby transferred.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1187920

APPLICANT'S NAME & ADDRESS

MJS LAW C/- INFOTRACK (SMOKEBALL) C/- LANDATA DOCKLANDS

VENDOR

RAHMAN, MOHAMMED ZIAUR

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

30484

This certificate is issued for:

LOT 108 PLAN LP82651 ALSO KNOWN AS 9 WEEDEN DRIVE VERMONT SOUTH WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

12 October 2025

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 12 October 2025 09:26 AM

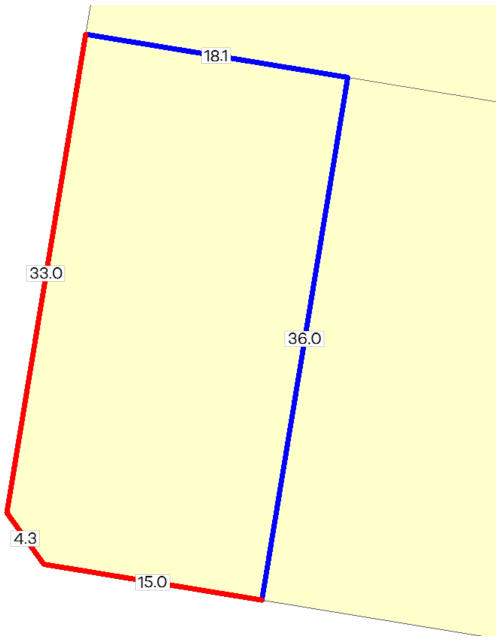
PROPERTY DETAILS

Address:	**9 WEEDEN DRIVE VERMONT SOUTH 3133**
Lot and Plan Number:	**Lot 108 LP82651**
Standard Parcel Identifier (SPI):	**108\LP82651**
Local Government Area (Council):	**WHITEHORSE**
Council Property Number:	**208179**
Directory Reference:	**Melway 62 E8**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

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



Area: 646 sq. m
Perimeter: 106 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**GLEN WAVERLEY**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

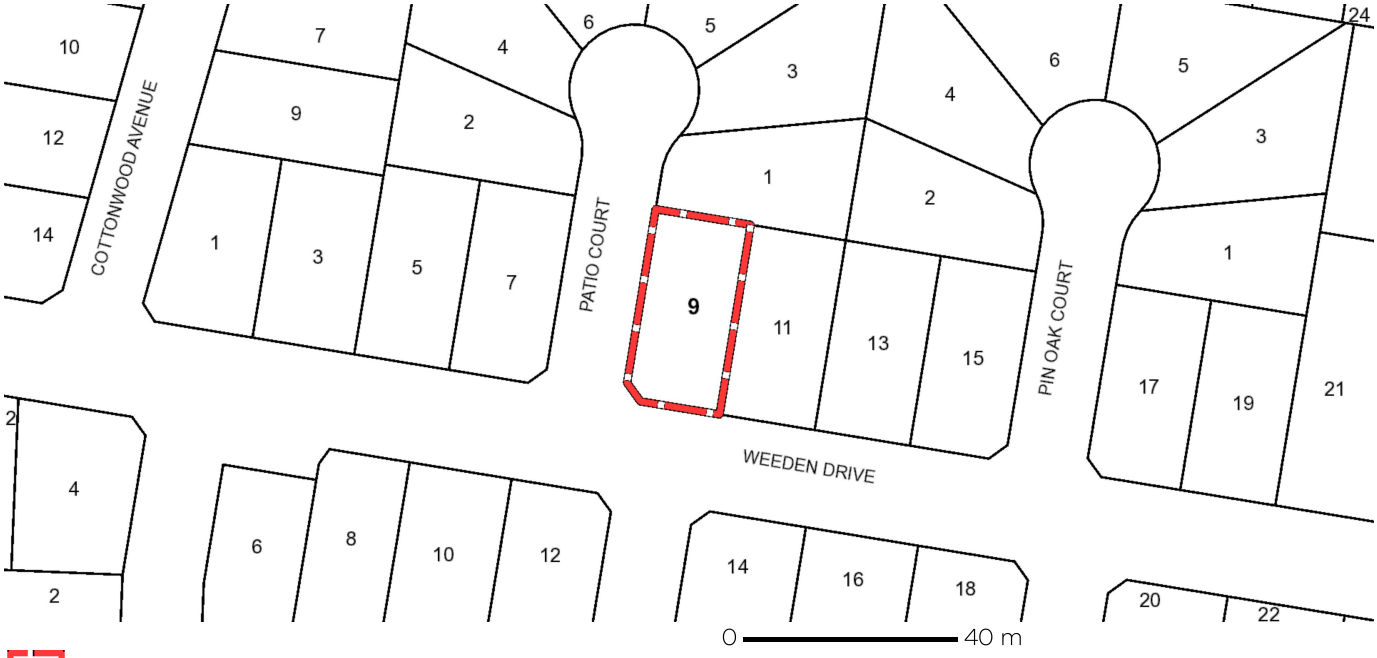
Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 12 October 2025 09:25 AM

PROPERTY DETAILS

Address:	**9 WEEDEN DRIVE VERMONT SOUTH 3133**
Lot and Plan Number:	**Lot 108 LP82651**
Standard Parcel Identifier (SPI):	**108\LP82651**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**208179**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 62 E8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**GLEN WAVERLEY**

OTHER

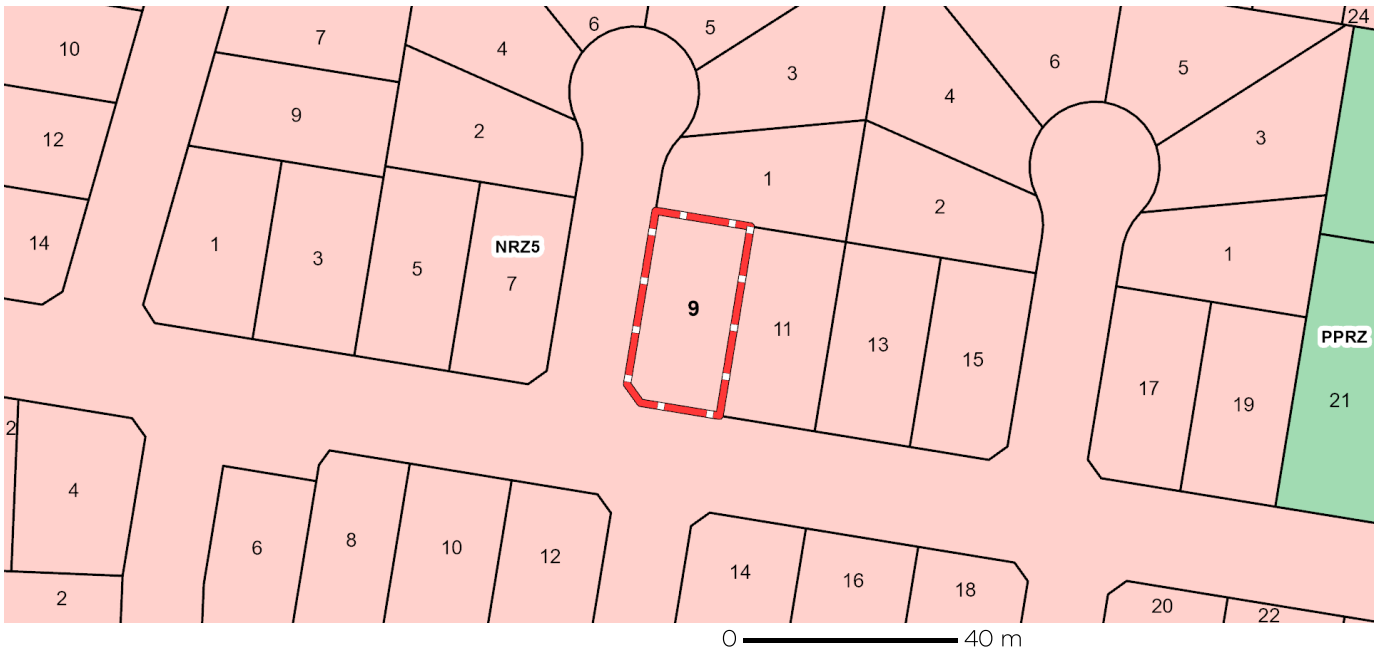
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5 (NRZ5)



NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

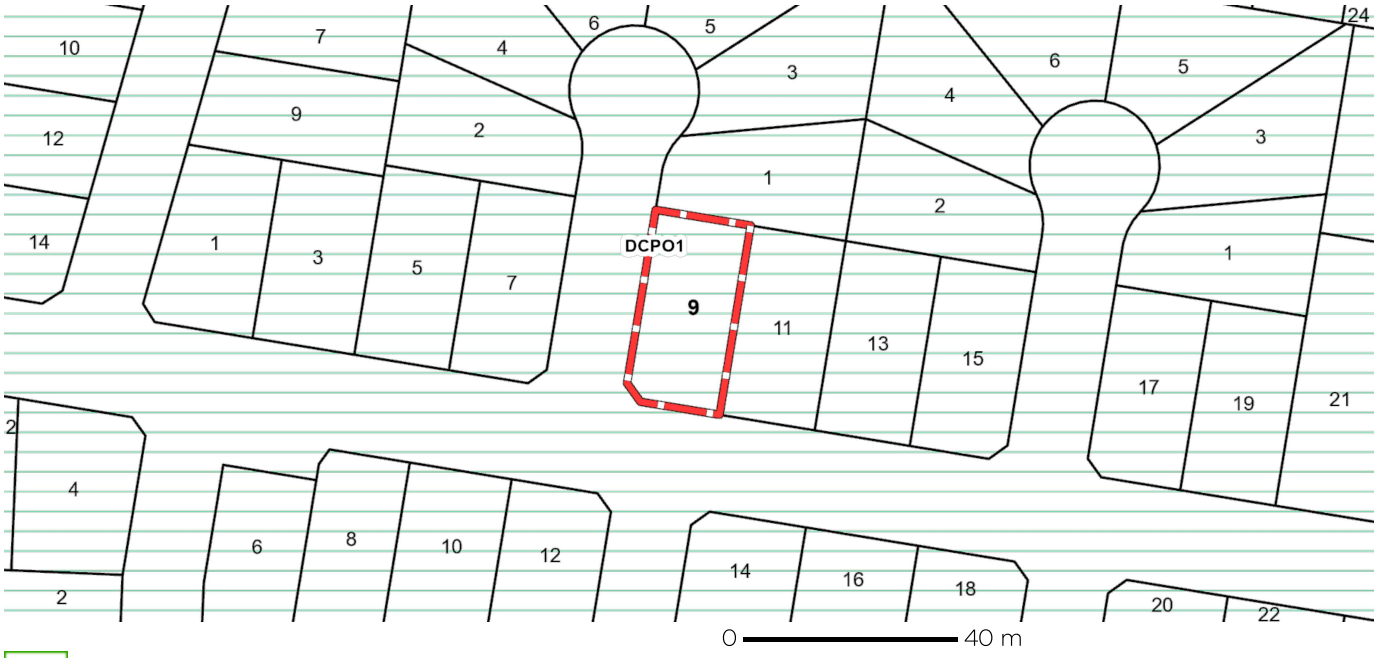
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

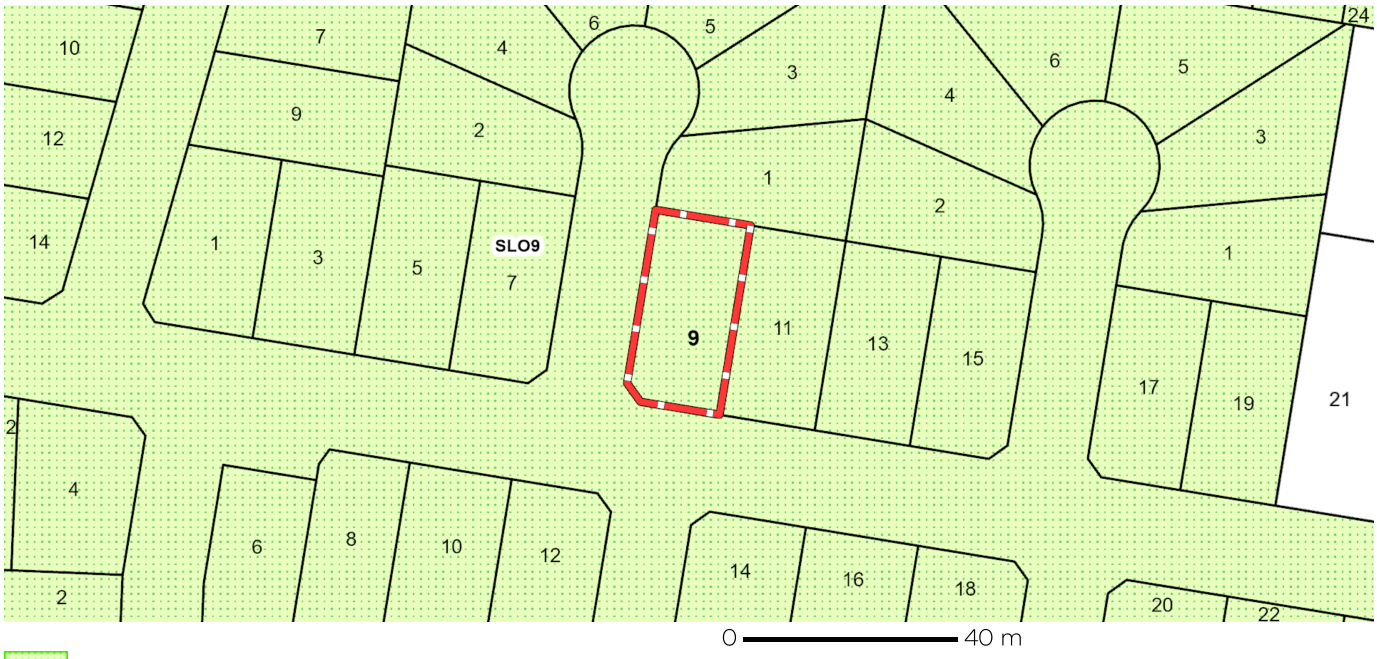


DCPO - Development Contributions Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 9 October 2025.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

PLANNING PROPERTY REPORT

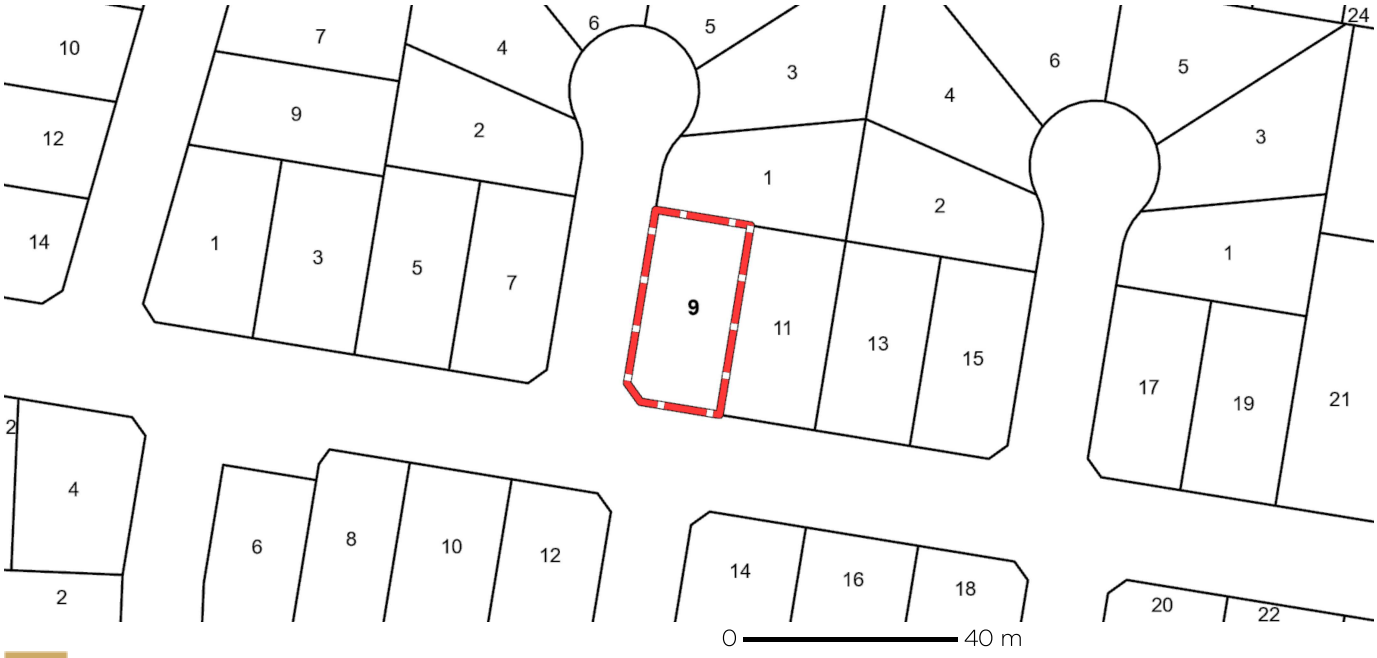
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MJS Law C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 30484

NO PROPOSALS. As at the 12th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 WEEDEN DRIVE, VERMONT SOUTH 3133
CITY OF WHITEHORSE

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: 12th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78397637 - 78397637090118 '30484'

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2925
Date of Issue: 13 October 2025
Applicant's Reference: 78397637-014-7:83982

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-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 the Council or the relevant authority. A fee may be charged for such information.

Assessment Number:	7255	**Check Digit**:	3
Property Description:	LOT 108 LP 82651		
Property Address:	9 Weeden Drive, VERMONT SOUTH VIC 3133		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	$1,035,000
Capital Improved Value:	$1,230,000
Net Annual Value:	$61,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026
DECLARED BY COUNCIL 16 JUNE 2025
EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	1,752.60
ESVF Fixed Charge	136.00
ESVF Variable Rate	212.75
Waste Service Charges	361.25
TOTAL CURRENT LEVIED	**$2,462.60**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$1,873.60**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

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

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L
Recycling - 240L
Garden Organics - 240L

For further information on the items that the waste service charges can comprise of, please see:
https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

COMMENTS:

Authorised Officer: 

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000072553
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

12th October 2025

MJS Law C/- InfoTrack (Smokeball) C/- LANDATA
LANDATA

Dear MJS Law C/- InfoTrack (Smokeball) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	9 WEEDEN DRIVE VERMONT SOUTH 3133
Applicant	MJS Law C/- InfoTrack (Smokeball) C/- LANDATA LANDATA
Information Statement	30980811
Conveyancing Account Number	7959580000
Your Reference	30484

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
- Rates Certificate
- Build Over Easement

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

Yarra Valley Water Property Information Statement

Property Address	9 WEEDEN DRIVE VERMONT SOUTH 3133

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

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.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

Melbourne Water Property Information Statement

Property Address	9 WEEDEN DRIVE VERMONT SOUTH 3133

STATEMENT UNDER SECTION 158 WATER ACT 1989

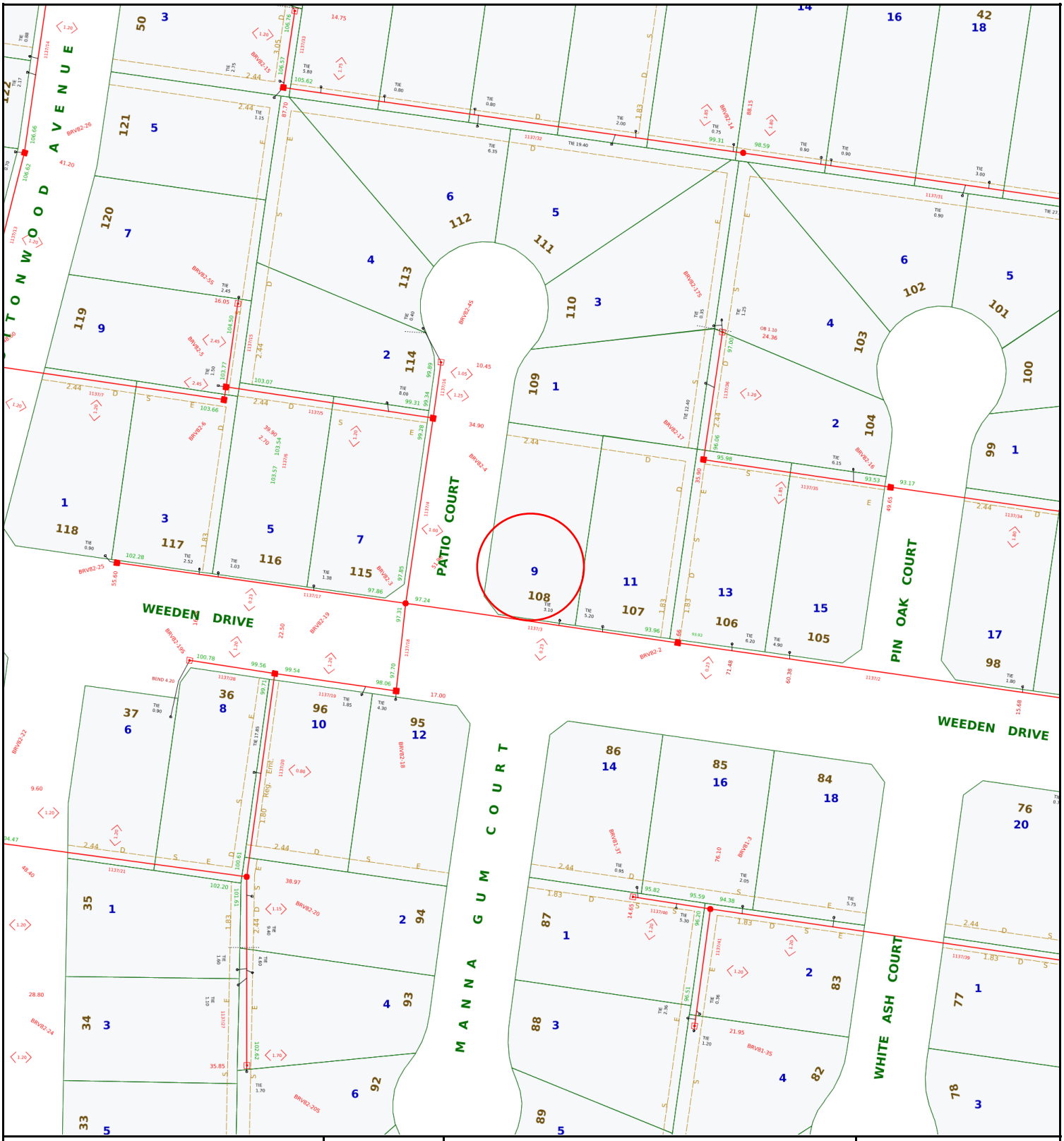
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water

Information Statement Number: 30980811

Address	9 WEEDEN DRIVE VERMONT SOUTH 3133
Date	12/10/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

MJS Law C/- InfoTrack (Smokeball) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5961301814
Rate Certificate No: 30980811

Date of Issue: 12/10/2025
Your Ref: 30484

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 WEEDEN DR, VERMONT SOUTH VIC 3133	108\LP82651	1270266	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	$21.26	$21.26
Residential Water and Sewer Usage Charge *Step 1 – 39.000000kL x $3.43420000 = $107.44* *Step 1 – 0.000000kL x $3.57240000 = $27.56* Estimated Average Daily Usage $1.48	18-04-2025 to 18-07-2025	$135.00	$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	$122.58	$122.58
Parks Fee	01-10-2025 to 31-12-2025	$22.63	$22.63
Drainage Fee	01-10-2025 to 31-12-2025	$31.51	$31.51
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$289.76 cr
		Total for This Property	-$91.78 cr

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

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

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

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

Property No: 1270266

Address: 9 WEEDEN DR, VERMONT SOUTH VIC 3133

Water Information Statement Number: 30980811

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 59613018146

Amount Paid		Date Paid		Receipt Number	

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Yarra Valley Water

2nd November 2016

Mohammed Rahman
care of
zrahman25@gmail.com

Dear Mohammed Rahman,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	222013
Property Address	9 WEEDEN DRIVE VERMONT SOUTH 3133
Service Location ID	1270266

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

If applicable, an invoice for application fees will be forwarded to you separately.

Yarra Valley Water has imposed no conditions on the basis that the proposed structures are not within 1 meter of any Yarra Valley Water existing or planned asset or easement. If you have any enquiries please email us at easyaccess@yvw.com.au or visit our website http://easyaccessknowledgehub.com/ for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Specific conditions:

Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

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

Notes:

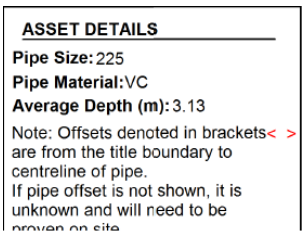
The advice in this approval letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

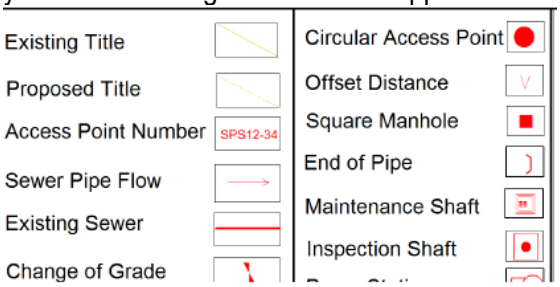
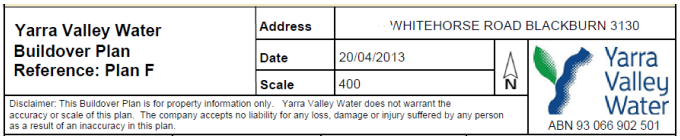
How to interpret the attached plans.

The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

There are three types of plans provided.

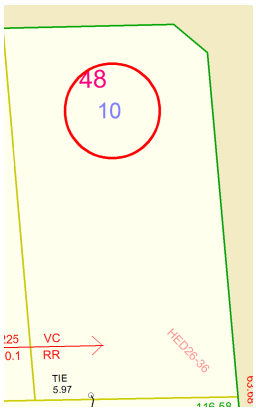
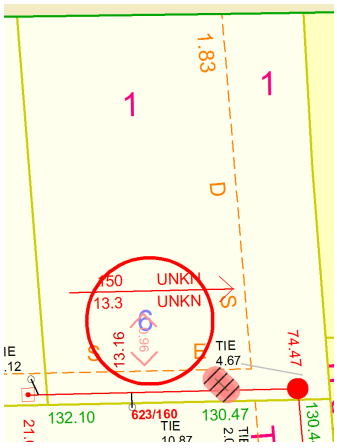
Plan Type	Purpose
Asset Plan	An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.
Sewer Depth and Offset (SDO) Plan	A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches. Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below. These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth. This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.  ASSET DETAILS **Pipe Size:** 225 **Pipe Material:** VC **Average Depth (m):** 3.13 Note: Offsets denoted in brackets< > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be Typical sewer types include Vitreous Clay (VC) and Concrete (CONC). Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions. The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available. There is a table of material types shown to the left side of each SDO Plan.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

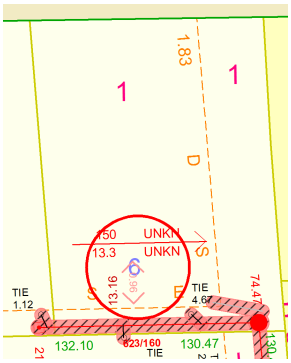
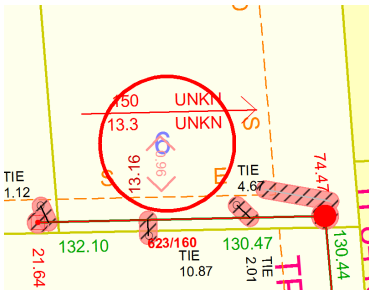
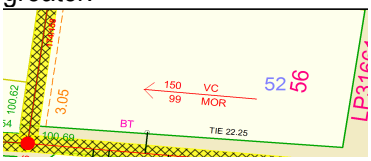
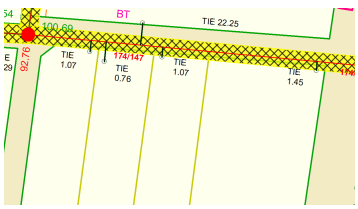
Plan Type	Purpose
	Abbreviation Pipe Material AC Abestos Cement CICL Cast Iron Cement Lined CI Cast Iron (Unlined) CI Cast Iron (CI 75') CU Copper Tube GWI Galvanised Wrought Iron MSCL Mild Steel Cement Lined MSEL Steel Enamel Lined MSW Mild Steel Welded UPVC Poly Vinyl Chloride Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset. 
Build Over Easement (BOE) Plans	Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions. The plan type is referenced as "Plan F" in the example below.  The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions. The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

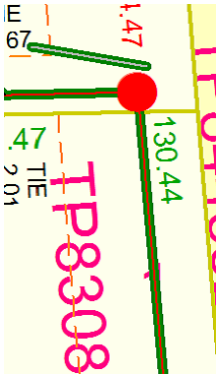
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Colour Code	Interpretation	Relevant condition and requirement
Red circled area	Your property's identification on the plan.  The circle in this case highlights '10", the number of the property in the street. This example is a corner block.	For information relative to easements and assets. As noted in this document these conditions and binding on the owner and successors in title of the property. Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.
Orange line	This represents the boundary of the easement as a dotted orange line..  In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.	Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Colour Code	Interpretation	Relevant condition and requirement
Red shaded area around assets Shown as **Condition C** on BOE plans	This represents the area and the assets that cannot be built over.  In this case the sewer at the bottom of the property cannot be built over.	Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above. Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.  In this example there are four branches near the property, including branches that service other properties.
Yellow hatched area Shown as **Condition B** on BOE plans	This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.  This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).	Cannot be built over except if conditions are specified above. This can include areas not covered by an easement where an asset is within one meter of a property as shown below:  In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.

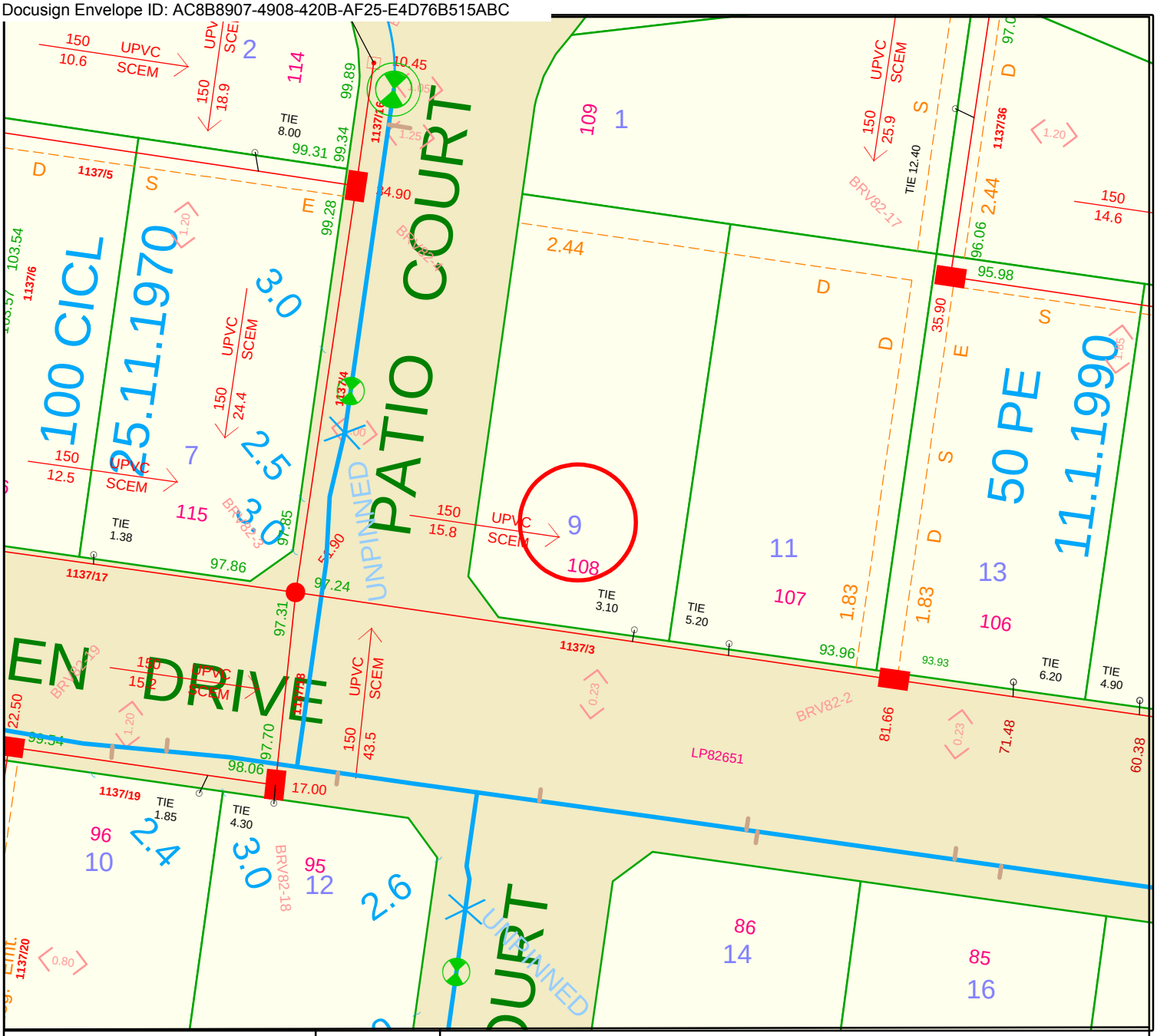
Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

Colour Code	Interpretation	Relevant condition and requirement
Green highlighted asset Shown as **Condition A** on BOE plans	This is the area around an asset or easement that can be built over.  The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.	Build over is subject to conditions set out above. Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC



Yarra Valley Water **Service Plan (All assets)**	**Address**	9 WEEDEN DRIVE VERMONT SOUTH 3133	
	Date	2/11/2016	N
	Scale	1: 500	Yarra Valley Water ABN 93 066 902 501

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

Existing Title		Inspection Shaft	
Proposed Title		Water Main Drinking	
Sewer Branch		Water Main Recycled	NDW
Sewer Pipe Flow		Water Valve	
Existing Sewer		Hydrant	
Offset Distance	<>	Water Main Offset	~2.5
Circular Manhole			

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

587548

Yarra Valley Water

Yarra Valley Water Ltd
ACN 066 902 501

Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204

Telephone (03) 9874 2122
Facsimile (03) 9872 1353

General Enquiries 131 721
Email enquiry@yvw.com.au
Internet www.yvw.com.au

~~587548~~

27 July 2000

Mr Raymond Campey
9 Weeden Drive
VERMONT SOUTH 3133

Dear Sir

PROPERTY: **9 Weeden Drive, Vermont South**
OUR REF: **BOE 33175**
ENQUIRIES: **Philip Taverna** **Installation No. 16889211**

Thank you for your application of 24 July 2000 for the Garage to be built over the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, provided the work is carried out in accordance with the attached registered plan.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

I will be happy to answer any further questions you may have.

Yours sincerely

Philip Taverna
CONNECTIONS

1999 National Winner
Australian Customer Service Association Inc.

Yarra Valley Water
1999 National Award Winner
Australian Customer Service Awards
Medium-Business Category

Environmental System Certified
Quality System Quality Endorsed Company

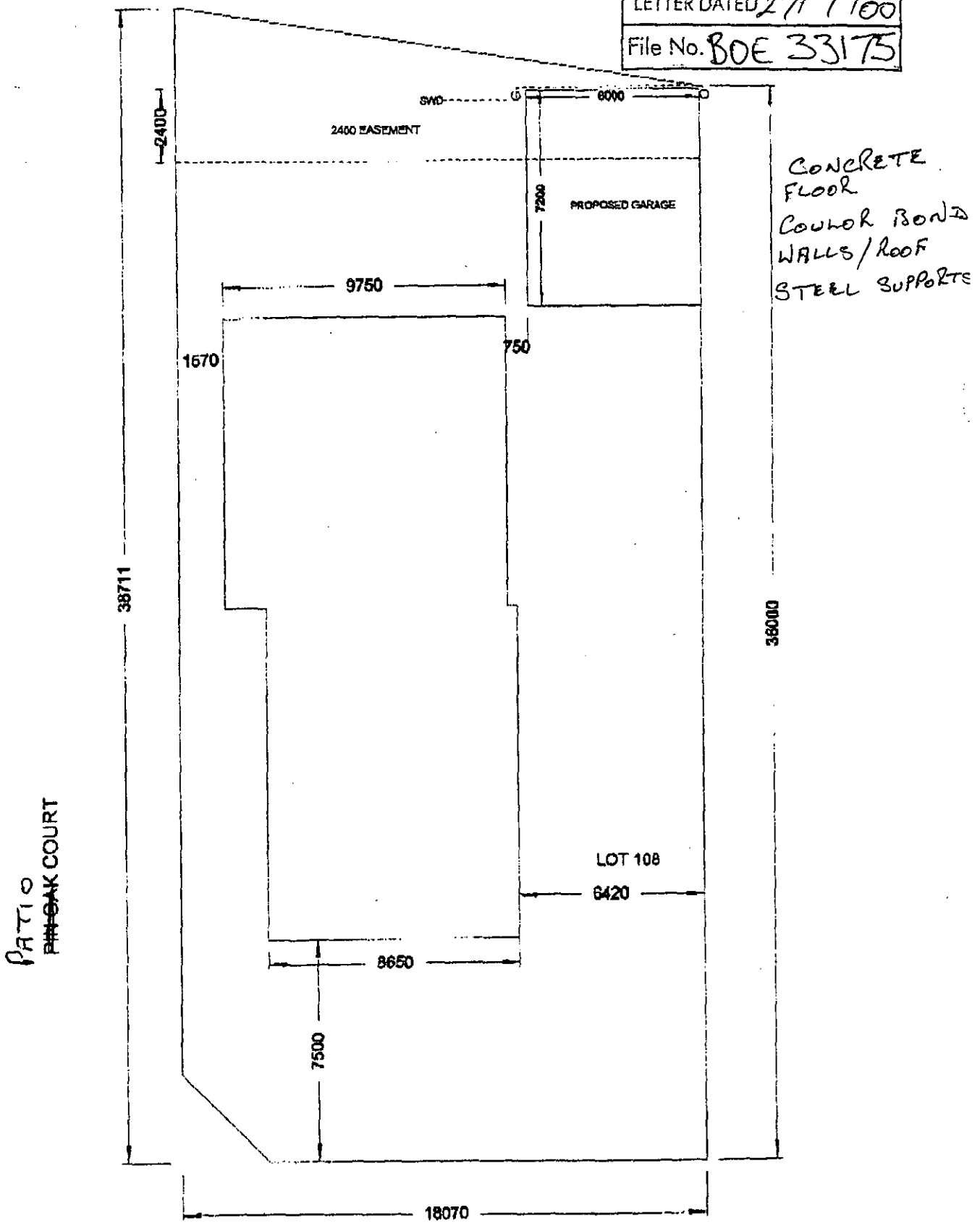
YFOR 3467

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

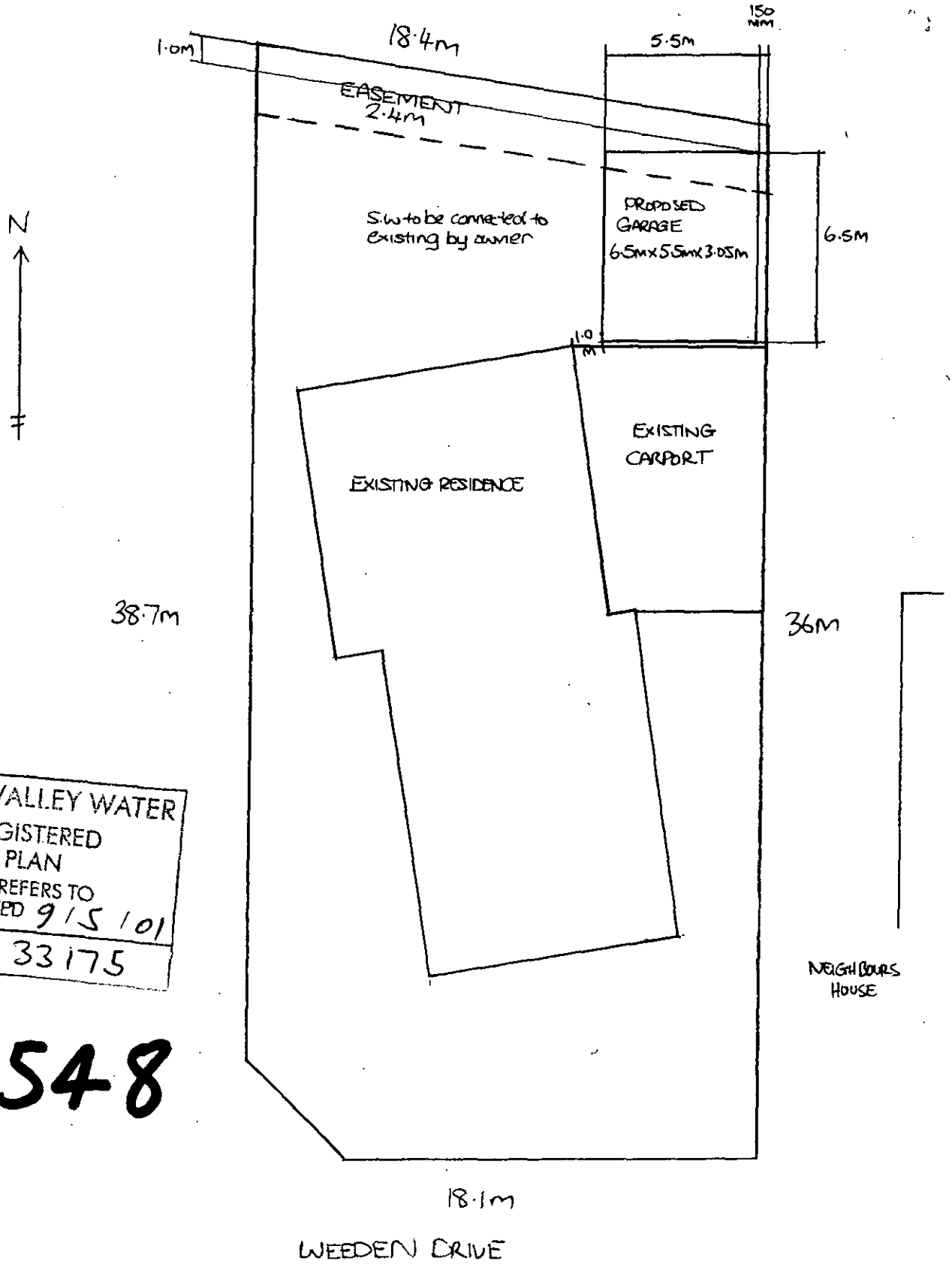
5875548

YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 27/7/00
File No. BOE 33175

TOTAL P.01



Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC



YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 9/5/01
File No. 33175

587548

Trusteel Fabrications Pty Ltd	
2 Rosemary Crt. MULGRAVE	
Proposed Garage For:	
Mr Ray Campey	
9 Weedon Drive	
Vermont South Vic 3133	
Drawn. CJG	
Date. 23/04/01	Sheet 1

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

EasyAccess
Yarra Valley Water

YARRA VALLEY WATER LIMITED
(ABN 93 066 902 501)

09 May 2001 3:05

Ref No. **4-83019**
Installation No. 16889211

MR R & MRS M CAMPEY
9 WEEDEN DRIVE
VERMONT 3133

BUILD OVER SEWER/EASEMENT

APPLICANT NAME: MR R & MRS M CAMPEY

PROPERTY ADDRESS: 9 WEEDEN DRIVE, VERMONT 3133

Thank you for your application of 08/05/2001 to build a garage over the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

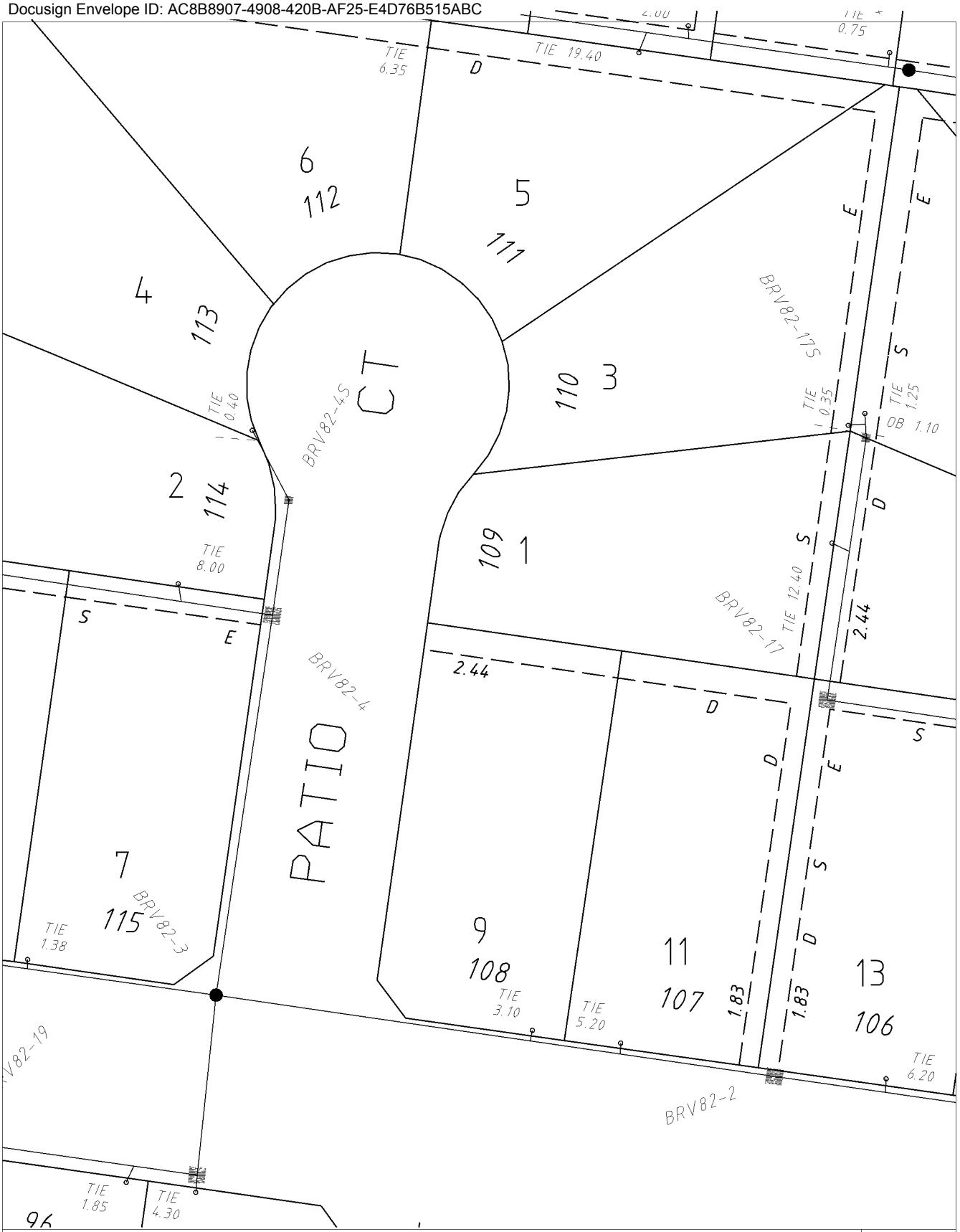
A plan showing the sewer layout is included for your information.

PAT MCCAFFERTY
GENERAL MANAGER CUSTOMER OPERATIONS

Mitcham Office, Lucknow St, Mitcham
Private Bag 1 Mitcham, Vic 3132 AUSDOC 13204 Mitcham
Telephone Enquiries: 131 695
Fax Number: 9872 2500

Quality System
Quality Endorsed Company

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC



SERVICE PLAN

©Yarra Valley Water Ltd 1996

This plan is to be used for the location of Yarra Valley Water's assets only and is not to be used for any other purpose.

Yarra Valley Water

ADDRESS:
9 WEEDEN DRIVE, VERMONT 3133

DATE: 08/05/2001

SCALE:1:500

N

Docusign Envelope ID: AC8B8907-4908-420B-AF25-E4D76B515ABC

CERTIFICATE OF FINAL INSPECTION

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200

Certificate No: BS-U 26220 20170014/0

Property Details:	Lot (108) 9 Weeden Drive VERMONT SOUTH VIC 3133
Title Details:	Vol: 04586, Folio: 678
Municipal District:	WHITEHORSE CITY COUNCIL

Building Permit Details
Building Permit No.: BS-U 26220 20170014/0
Version of BCA applicable to building permit: BCA 2016 Volume 2

Nature of Building Work
Construction of Deck & Front Porch (10b)(1ai)

Description of Building Work:

Part of Building	Permitted Use	BCA Class
Deck	Non-habitable Building	10b
Front Porch	Domestic	1ai

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

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

Other Conditions:

1	Note this certificate of Final Inspection is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018.

Relevant Building Surveyor

Name: Jeremy Conti
Address: 7 Lilian Street BULLEEN VIC 3105
Email: admin@contigroup.com.au
Registration no.: BS-U 26220

Certificate No.: BS-U 26220 20170014/0
Date of Issue: 23/10/2018
Signature:

