

Contract of sale of land

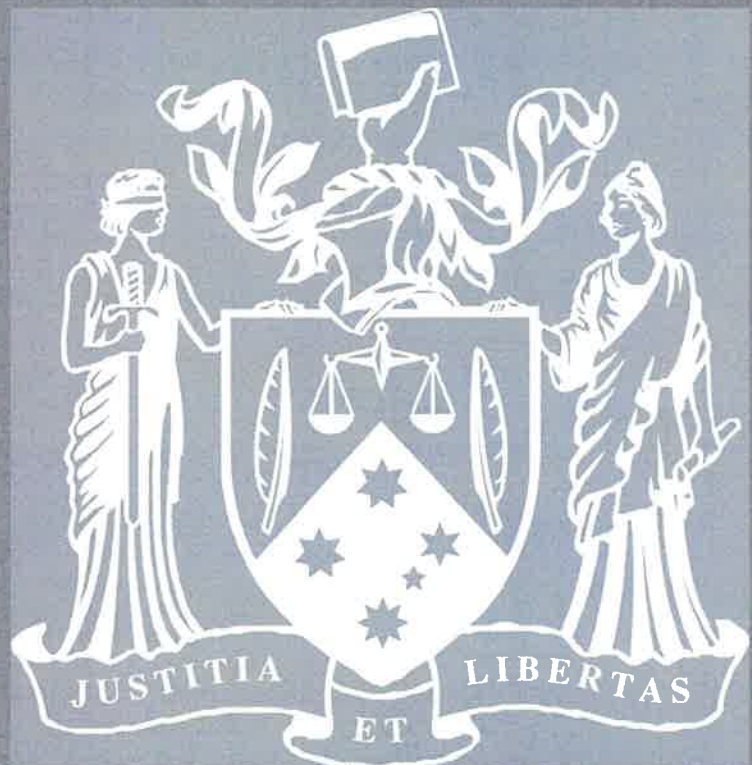
Property: 91 Klandy Drive, Kalkallo 3064

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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.

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/ /2025

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/ /2025

Print name(s) of person(s) signing: JAKKI-ANNE GRIFFITHS

.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

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

Property address

The address of the land is **91 Klandy Drive, Kalkallo 3064**

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

Includes all Fixed Floor Coverings, Electric Light Fittings, Window Furnishings and all 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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked



Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

- GC 23 – special condition**
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 applies.
- GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special. Condition No: 1 - Identity of the Land

- The Purchaser admits that the land offered for sale, owned by the Vendor and inspected by the purchaser is identical to that described in the Title Particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or measurements of the land or call upon the Vendor to move any fences or amend the title or bear all or any of the cost of doing so.

Special Condition No: 2 - Restrictions & Encumbrances

- The purchaser buys subject to any restrictions imposed by and to the provisions of Planning & Environment Act 1987 all Planning Schemes, Interim Development Orders and all proposed amendments thereto, planning permits and all other legal restrictions as to the use and development of the land sold and without limiting the generality of the foregoing the purchaser buys subject to the provisions of any planning permit affecting the land.
- No such restriction shall constitute a defect in the Vendors title and the purchaser shall not be entitled to any compensation from the vendor in any respect thereof in any circumstances.

Special Condition No:3 - Building & Goods

- The purchaser has purchased the property and all improvements, plant equipment, fixtures, fittings or goods (the improvements) passing with the property on its sale as a result of its own inspections and enquiries. The vendor makes no warranty as to the conditions of the land or improvements on the land.
- The purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor by Estate agents.
- It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect to the state or repair and / or condition of any buildings or other structures on the property and any items or goods within the said building or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building regulations, Municipal by-laws, relevant statutes and / or any other regulations thereunder and any repealed laws under which the improvements were or should not have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors title.
- The purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or carry out any work whatsoever. The purchaser shall have no right to call upon the vendor to provide a Building Permit, Occupancy Permit, Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

Special Condition No: 4 - Goods

- The purchaser acknowledges that they have inspected the goods, fittings and appliances forming part of this contract and that they are aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor claim any compensation in relation there to.

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

DATED this 5th day of May 2025

VENDORS:

JAKKI-ANNE GRIFFITHS

VENDOR'S STATEMENT

Property: 91 Klandy Drive, Kalkallo 3064

Panther Conveyancing
PO Box 242
Mernda Vic 3754

Mob: 0410-660343
Email: info@pantherconveyancing.com.au

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 | 91 Klandy Drive, Kalkallo 3064 |
|-------------|--------------------------------|

| | | |
|----------------------|----------------------|---------------------------|
| Vendor's name | Jakki-Anne Griffiths | Date 05/05/2025 |
|----------------------|----------------------|---------------------------|

| | |
|---------------------------|---|
| Vendor's signature | x  |
|---------------------------|---|

| | | |
|-------------------------|--|--------------------|
| Purchaser's name | | Date / / |
|-------------------------|--|--------------------|

| | |
|------------------------------|--|
| Purchaser's signature | |
|------------------------------|--|

| | | |
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| Purchaser's name | | Date / / |
|-------------------------|--|--------------------|

| | |
|------------------------------|--|
| Purchaser's signature | |
|------------------------------|--|

1 FINANCIAL MATTERS

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

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

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

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

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

| | |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPCC No. 120 |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows | Date: OR <input type="checkbox"/> Not applicable |

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

- Register Search Statement - Volume: 12228 Folio: 134
- Plan of Subdivision: PS 746832R
- Agreement: AT082996V
- Building Permit & Occupancy Permit: 3584519086047
- Domestic Builders Warranty Insurance Policy: C535859
- Land Victoria Property Report
- Planning Property Report
- Hume City Council Land Information Certificate
- Yarra Valley Water Information Statement
- VicRoads Certificate
- EPA Victoria Report
- Property Clearance Certificates
- Due Diligence Checklist



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

Page 1 of 1

VOLUME 12228 FOLIO 134

Security no : 124124097692H
Produced 01/05/2025 03:52 PM

LAND DESCRIPTION

Lot 1721 on Plan of Subdivision 746832R.
PARENT TITLE Volume 12004 Folio 952
Created by instrument PS746832R 19/06/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAKKI-ANNE GRIFFITHS of 12 MACALISTER STREET MERNDA VIC 3754
AT401378B 03/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW915297J 08/06/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS746832R 19/06/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AT082996V 18/03/2020

DIAGRAM LOCATION

SEE PS746832R 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: 91 KLANDY DRIVE KALKALLO VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 08/06/2023

DOCUMENT END



Imaged Document Cover Sheet

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| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS746832R |
| Number of Pages (excluding this cover sheet) | 7 |
| Document Assembled | 01/05/2025 15:52 |

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| | | | |
|--|---|---|-----------------------------------|
| | PLAN OF SUBDIVISION | LRS USE ONLY EDITION 1 | PLAN NUMBER PS 746832R |
| LOCATION OF LAND PARISH: KALKALLO TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 23 (PART) TITLE REFERENCES: VOL. 12004 FOL. 952 LAST PLAN REFERENCE: LOT C PS804282F POSTAL ADDRESS: CASSETTE STREET (at time of subdivision) KALKALLO 3064 MGA 94 CO-ORDINATES: E: 319 950 ZONE: 55 (of approx. centre of plan) N: 5 843 650 DATUM: GDA94 | | Council Name: Hume City Council Council Reference Number: S008108 Planning Permit Reference: P18201.02 SPEAR Reference Number: S096024B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 23/08/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Antonino Magazzu for Hume City Council on 16/04/2020 Statement of Compliance issued: 04/06/2020 | |
| VESTING OF ROADS OR RESERVES | | NOTATIONS | |
| IDENTIFIER | COUNCIL/BODY/PERSON | TANGENT POINTS ARE SHOWN THUS: LOTS 1 TO 1700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN AN MCP APPLIES TO LOTS ON THIS PLAN VIDE RESTRICTION. TOTAL ROAD AREA IS 4267m² | |
| ROAD R1 RESERVE No. 1 RESERVE No. 2 | HUME CITY COUNCIL HUME CITY COUNCIL HUME CITY COUNCIL | | |
| NOTATIONS | | FURTHER PURPOSE OF PLAN: TO REMOVE THAT PART OF (E-1) SHOWN ON PS804282F WHICH LIES WITHIN THE LAND IN THIS PLAN SHOWN AS ROAD R1 AND RESERVE No. 2. GROUND FOR EASEMENT VARIATION: BY AGREEMENT, SECTION 6(1)(K)(iii) SUBDIVISION ACT 1988 | |
| DEPTH LIMITATION DOES NOT APPLY | | | |
| SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP002866 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 30 & 72 IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. P18201 | | | |
| ESTATE: KALLO ESTATE 17 | AREA: 1.153 ha | No. OF LOTS: 22 | MELWAY: 367:G:4 |
| EASEMENT INFORMATION | | | |
| LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) | | | |
| EASEMENT REFERENCE | PURPOSE | WIDTH (METRES) | ORIGIN |
| LAND BENEFITED OR IN FAVOUR OF | | | |
| FOR EASEMENT INFORMATION SEE SHEET 2 | | | |
| Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au | REF: 7842/17 | VERSION: 12 | ORIGINAL SHEET SIZE A3 |
| | Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (12), 07/04/2020, SPEAR Ref: S096024B | | SHEET 1 OF 7 SHEETS |
| CHECKED L.W. | DATE: 07/04/20 | PLAN REGISTERED TIME: 3.11pm DATE: 19/6/2020 A.R.T. Assistant Registrar of Titles | |

| | | | |
|--|----------------------------|--------------------------------|-----------------------------------|
| | PLAN OF SUBDIVISION | LR USE ONLY EDITION | PLAN NUMBER PS 746832R |
|--|----------------------------|--------------------------------|-----------------------------------|

EASEMENT INFORMATION

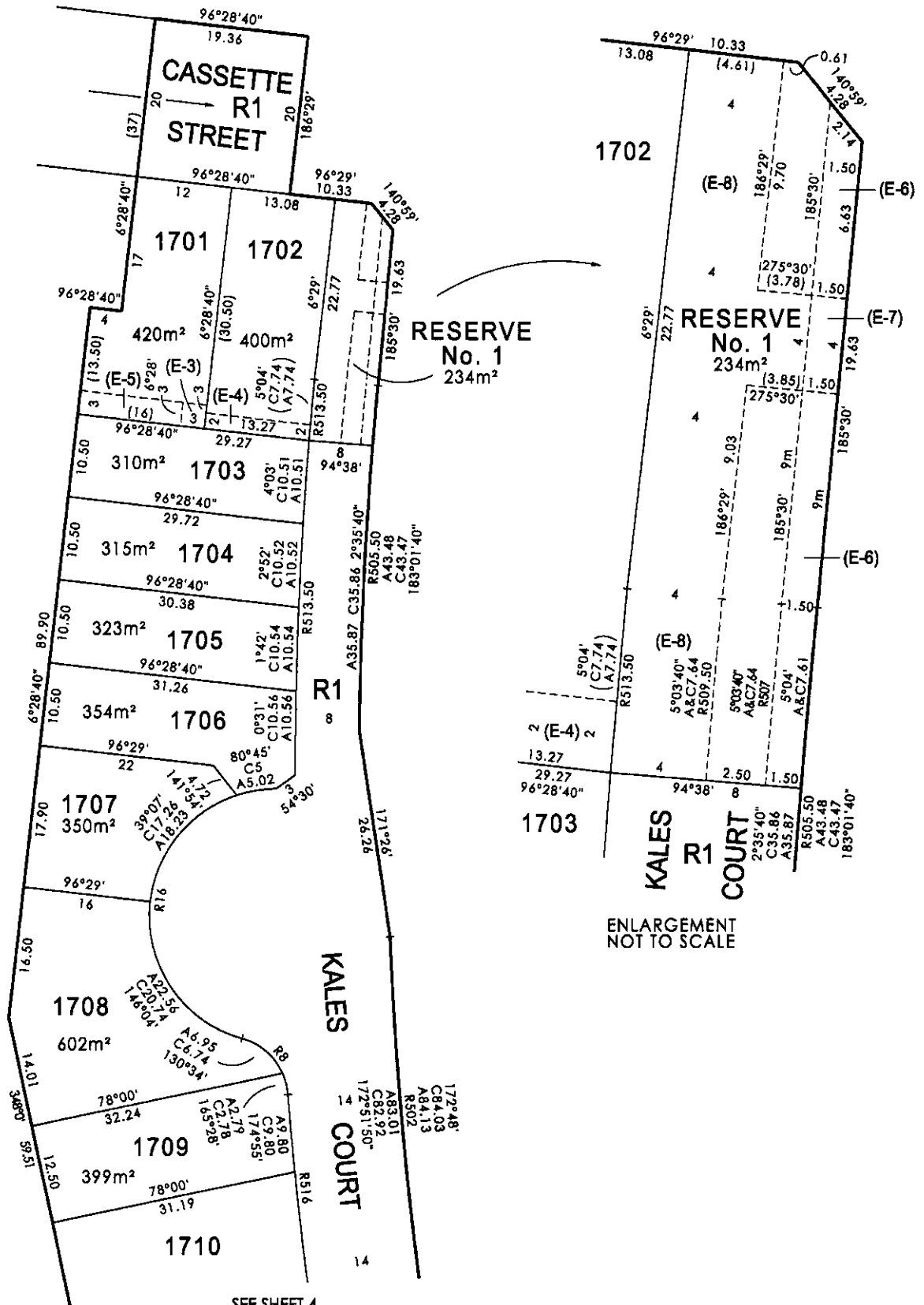
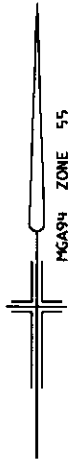
LEGEND: A - APPURTENANT E - ENCUMBERING EASMENT R - ENCUMBERING EASEMENT (ROAD)

| EASEMENT REFERENCE | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED OR IN FAVOUR OF |
|--------------------|--|----------------|--|---------------------------------------|
| (E-1) | SEWERAGE | SEE PLAN | PS730386C | YARRA VALLEY WATER |
| (E-2) | WATER SUPPLY THROUGH UNDERGROUND PIPES | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-2) | SEWERAGE | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-2) | SUPPLY OF GAS | SEE PLAN | THIS PLAN | AUSTRALIAN GAS NETWORKS (VIC) PTY LTD |
| (E-3) | DRAINAGE | SEE PLAN | THIS PLAN | HUME CITY COUNCIL |
| (E-3) | SEWERAGE | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-4) | DRAINAGE | SEE PLAN | THIS PLAN | HUME CITY COUNCIL |
| (E-5) | SEWERAGE | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-6) | POWER LINE | SEE PLAN | THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 | AUSNET ELECTRICITY SERVICES PTY LTD |
| (E-7) | WATER SUPPLY THROUGH UNDERGROUND PIPES | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-7) | SUPPLY OF GAS | SEE PLAN | THIS PLAN | AUSTRALIAN GAS NETWORKS (VIC) PTY LTD |
| (E-7) | POWER LINE | SEE PLAN | THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 | AUSNET ELECTRICITY SERVICES PTY LTD |
| (E-8) | WATER SUPPLY THROUGH UNDERGROUND PIPES | SEE PLAN | THIS PLAN | YARRA VALLEY WATER |
| (E-8) | SUPPLY OF GAS | SEE PLAN | THIS PLAN | AUSTRALIAN GAS NETWORKS (VIC) PTY LTD |
| | | | | |

| | | | | |
|---|---|-------------|--|---------|
|  <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p> | REF: 7842/17 | VERSION: 12 | ORIGINAL SHEET SIZE A3 | SHEET 2 |
| | Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (12), 07/04/2020, SPEAR Ref: S096024B | | Digitally signed by: Hume City Council, 16/04/2020, SPEAR Ref: S096024B | |

PLAN OF SUBDIVISION

PLAN NUMBER
PS 746832R



SEE SHEET 4

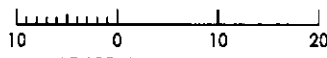
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SHEET 3

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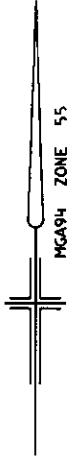
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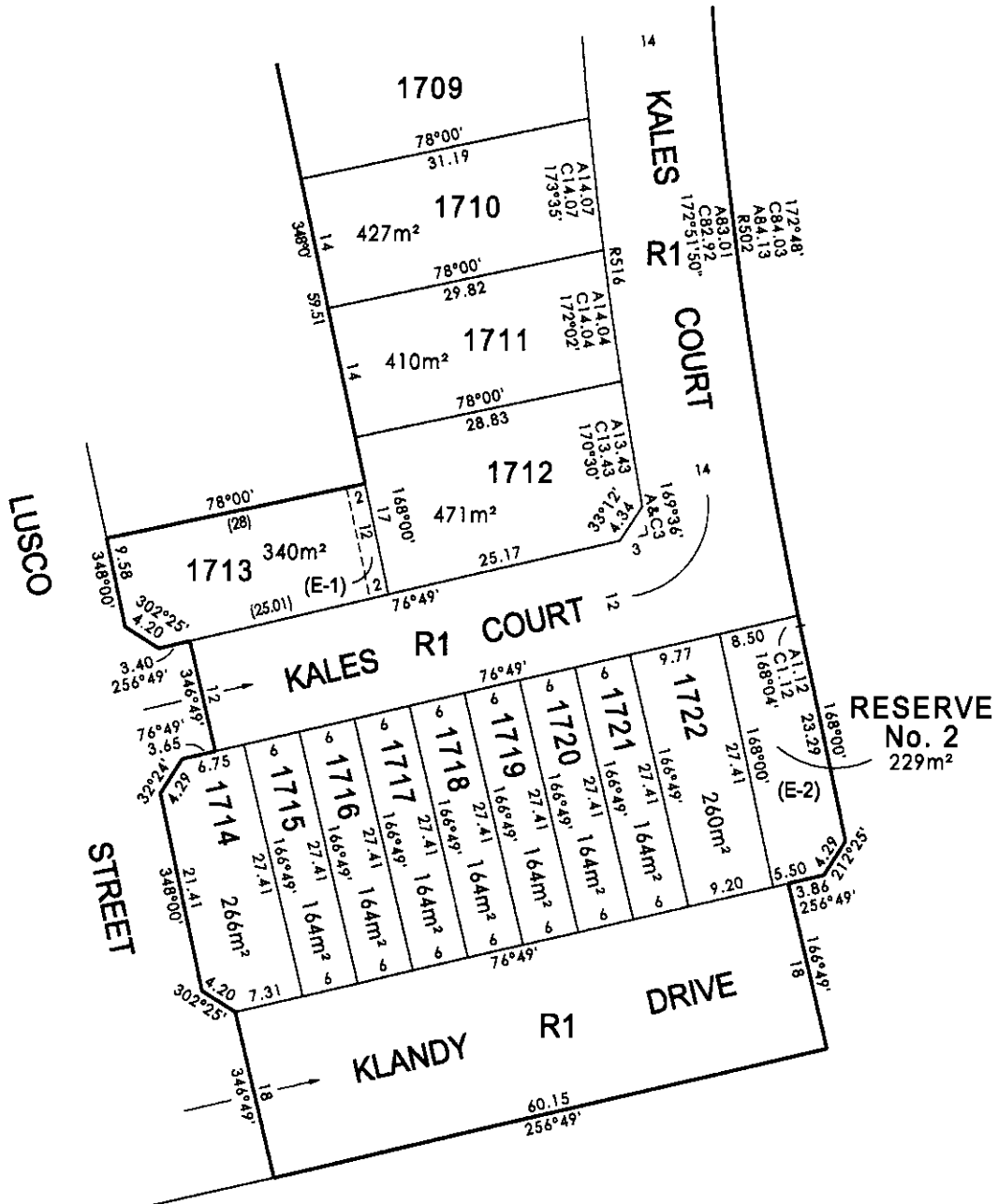
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PLAN OF SUBDIVISION

PLAN NUMBER
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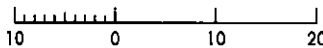
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PLAN OF SUBDIVISION

**PLAN NUMBER
PS 746832R**

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

For the purposes of these restrictions:

- (a) A "dwelling" means a building that contains self contained living accommodation.
- (b) A "building" means any structure except a fence.
- (c) "Front Boundary" means the boundary to which the front facade of the dwelling is facing
- (d) "Design Guidelines" mean the Design and Siting Guidelines, a copy of which can be found in MCP AA 2738

Restriction Number : 1

Land to benefit : Lots 1701 to 1722 (both inclusive)
Land to be burdened: Lots 1701 to 1713 (both inclusive)

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Hume City Council, construct or permit to be constructed or allow to remain any dwelling or building that does not comply with the requirements as described in MCP AA 2738

Restriction Number : 2

For burdened and benefitting lots of Restriction 2, see table below.

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Hume City Council, construct or permit to be constructed or allow to remain any dwelling outside the area shown "hatched" within sheets 5 to 6 (both inclusive) of this plan.

Restriction Number : 3

Land to benefit : Lots 1701 to 1722 (both inclusive)
Land to be burdened: Lots 1714 to 1722 (both inclusive)

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened shall not, without the permission of Hume City Council, build or permit to be built or remain on the lot or any part of it for lots less than 300m² any dwelling unless in accordance with the Small Lot Housing Code or unless a Planning Permit allowing the construction on lots less than 300m² has been obtained from Hume City Council. For the purposes of the Small Lot Housing Code Lots 1714 to 1722 (both inclusive) are Type A lots.

Restriction Number 2 will cease to apply to any lots affected after the issue of the Certificate of Occupancy (or the like) under the Building Regulations 2018 or similar legislation for the whole of a dwelling on a lot to which the building envelope applies.

Restriction Number 1 shall terminate 10 years from the Registration of the Plan of Subdivision.

THE BENEFICIARIES OF RESTRICTION 2 ARE:

| BURDENED LOT No: | BENEFITTING LOTS: |
|------------------|-------------------|
| 1701 | 1702, 1703 |
| 1702 | 1701, 1703 |
| 1703 | 1701, 1702, 1704 |
| 1704 | 1703, 1705 |
| 1705 | 1704, 1706 |
| 1706 | 1705, 1707 |
| 1707 | 1706, 1708 |
| 1708 | 1707, 1709 |
| 1709 | 1708, 1710 |
| 1710 | 1709, 1711 |
| 1711 | 1710, 1712 |
| 1712 | 1711, 1713 |
| 1713 | 1712 |



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SHEET 5

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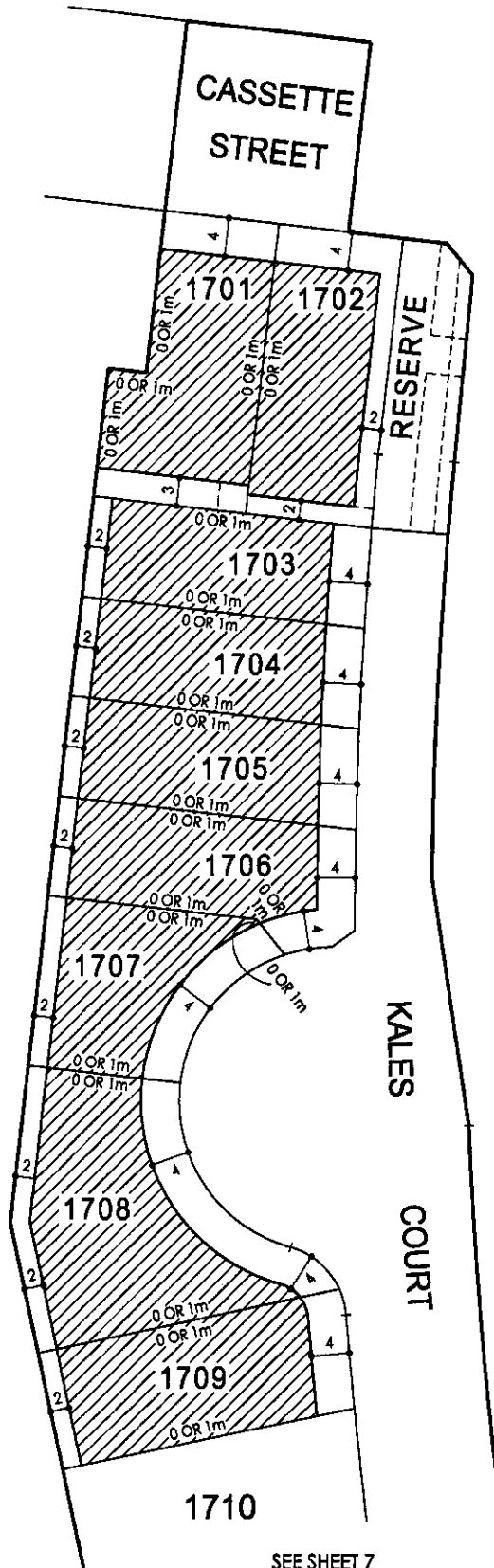
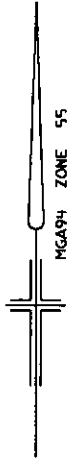
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 746832R



SEE SHEET 7

LEGEND :

BUILDING ENVELOPE BOUNDARY 

BUILDING ENVELOPE ZONE 

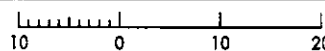
* LOTS UNDER 300m² DO NOT INCLUDE BUILDING ENVELOPES AS THEY ARE SUBJECT TO EITHER THE SMALL LOT HOUSING CODE OR REQUIRE A SPECIFIC SEPARATE PERMIT FOR A DWELLING. SEE SMALL LOT HOUSING CODE IN RELATION TO TYPE A AND B LOTS.



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SHEET 6

REF: 7842/17

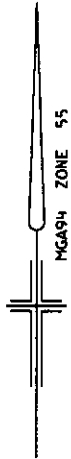
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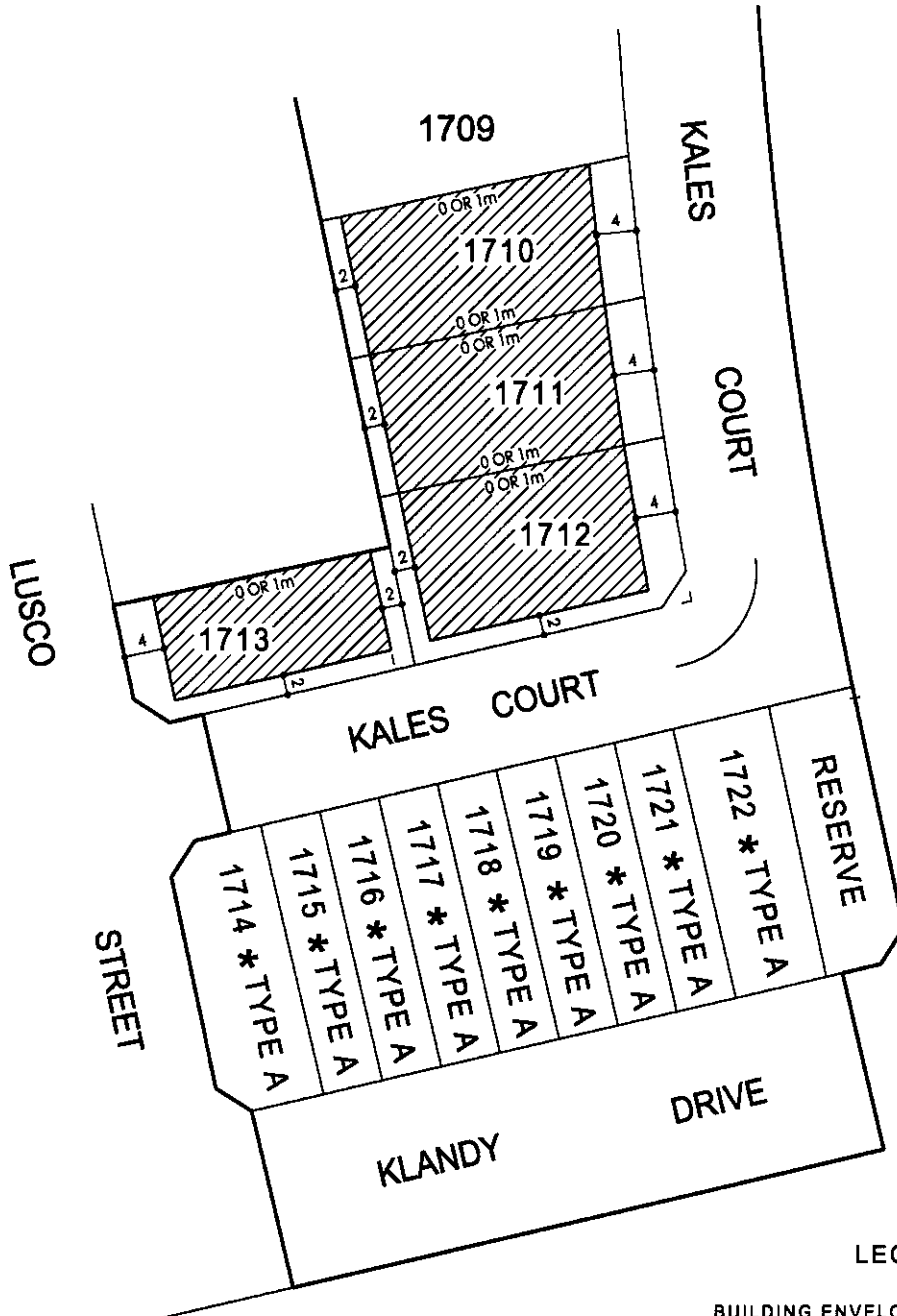
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16/04/2020,
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 746832R



SEE SHEET 6



LEGEND :

- BUILDING ENVELOPE BOUNDARY
- BUILDING ENVELOPE ZONE

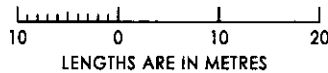
* LOTS UNDER 300m² DO NOT INCLUDE BUILDING ENVELOPES AS THEY ARE SUBJECT TO EITHER THE SMALL LOT HOUSING CODE OR REQUIRE A SPECIFIC SEPARATE PERMIT FOR A DWELLING. SEE SMALL LOT HOUSING CODE IN RELATION TO TYPE A AND B LOTS.



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SHEET 7

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SPEAR Ref: S096024B



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

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| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AT082996V |
| Date and Time Lodged | 18/03/2020 11:12:17 AM | | |

Lodger Details

| | |
|-------------|-----------------|
| Lodger Code | 18776H |
| Name | HARWOOD ANDREWS |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | AL - 21904877 |

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11645/346
12004/952
12169/585
12190/266

Instrument and/or legislation

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

Applicant(s)

| | |
|---------------|-------------------|
| Name | HUME CITY COUNCIL |
| Address | |
| Street Number | 1079 |
| Street Name | PASCOE VALE |
| Street Type | ROAD |
| Locality | BROADMEADOWS |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

State VIC
Postcode 3047

Additional Details

Refer Image Instrument

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

Execution

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

| | |
|-----------------------|------------------------------------|
| Executed on behalf of | HUME CITY COUNCIL |
| Signer Name | JAMIE ANDREW MCCALLUM |
| Signer Organisation | THE LANTERN LEGAL GROUP PTY LTD |
| Signer Role | LAW PRACTICE |
| Execution Date | 18 MARCH 2020 |

File Notes:

NIL

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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

HUME CITY COUNCIL
Responsible Authority

- and -

NATIONAL PACIFIC PROPERTIES (KALKALLO) PTY LTD
ACN 128 025 838
Registered Land Owner

in relation to land at:

40, 110B AND 110C DWYER STREET, KALKALLO

1KXP:21904877

Harwood Andrews
ABN 98 076 868 034
Level 5, 707 Collins Street,
Melbourne 3008, Victoria, Australia
DX 30970 Stock Exchange
PO Box 633 Collins Street West Vic 8007

T 03 9620 9399 F 03 9620 9288

THIS AGREEMENT is made the FIFTH day of FEBRUARY 2020.

PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047
(Council)
2. **National Pacific Properties (Kalkallo) Pty Ltd** ACN 128 025 838 of Level 3, 302 Burwood Road, Hawthorn, Victoria, 3122
(Owner)

RECITALS:

- R.1. Council is the responsible authority for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.2. Council is also the collecting agency and the development agency under the DCP.
- R.3. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency and development agency.
- R.4. The Owner is the registered proprietor of the Land.
- R.5. The Land is located within the Urban Growth Zone – Schedule 5 (**UGZ5**) and is also subject to the Development Contributions Plan – Schedule 5 (**DCPO5**) under the Planning Scheme. DCPO5 applies the DCP to the Land.
- R.6. The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of the development of the area covered by the DCP.
- R.7. The DCP provides that:
 - a. if the collecting agency agrees to the provision of works and/or land in lieu of the payment of the development contributions levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed provision of works and/or land to specify implementation requirements;
 - b. that the land required for Projects OS03, CI05 and RD02(a) may be provided as land in lieu of payment of the development contributions levy; and
 - c. that Project IT10 may be constructed as works in lieu of payment of the development contributions levy.
- R.8. Council has issued the Permits for the multi-lot subdivision of the Land. The Permits require the Owner to pay the Levy in accordance with the DCP. The Permits also require the Owner to enter into an agreement with the responsible authority pursuant to section 173 of the Act to provide for any infrastructure or land identified in the DCP that is to be provided in lieu of payment of the Levy required under the Permits.
- R.9. The Owner and Council had agreed that the Owner provide Part Project OS03 and Project CI05 in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement. This agreement was documented in the Former Agreement.
- R.10. The Owner has subsequently requested, and Council has agreed, that the Owner also provide Project IT10 and Part Project RD02(a) in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement.

- R.11. The parties enter into this Agreement to:
- a. end the Former Agreement;
 - b. replace the Former Agreement with this Agreement, which is drafted in substantially similar terms to the Former Agreement other than for the inclusion of additional clauses relating to the additional provision of land in kind and works in kind;
 - c. for the purposes set out in the Recitals to this Agreement; and
 - d. to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Activity Centre** means Lockerbie South Local Town Centre.
- 1.3. **Agreed Value** means the value in Australian dollars identified in clause 5.1 of this Agreement and includes all transfer costs, costs of plans of subdivision, registration fees and the like.
- 1.4. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.5. **Council** means Hume City Council or its successors as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and the DCP and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Credit** means a credit against the Levy payable identified in clause 5.1 of this Agreement.
- 1.7. **Current Address for Service**
 - 1.7.1. for Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of Council; and
 - 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
 - 1.8.1. for Council means contactus@hume.vic.gov.au, or any other email address listed on the website of Council; and
 - 1.8.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.

- 3 -

- 1.9. **Designs** means the detailed designs, engineering plans and specifications approved by Council in accordance with clause 4.2.1 of this Agreement for Project IT10.
- 1.10. **DCP** means the Lockerbie Development Contributions Plan, as amended from time to time, being an incorporated document within the Planning Scheme.
- 1.11. **Endorsed Plan** means any plan endorsed under the Permits.
- 1.12. **Final Lot** means a lot created for an identified non-residential use that is not intended to be further subdivided as determined by Council.
- 1.13. **Former Agreement** means the agreement entered into between the parties pursuant to section 173 of the Act, being registered instrument number AR736317V.
- 1.14. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.15. **GST** has the meaning under the GST Act.
- 1.16. **GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.
- 1.17. **Land** means:
- 1.17.1. Lot A PS711623X (Stage 1 = Stage 8 super lot), being Volume 11645 Folio 346, being part of the property otherwise referred to as 40 Dwyer Street, Kalkallo;
 - 1.17.2. Lot A PS817590V (Stage 16 = Balance super lot), being Volume 12190 Folio 266, being part of the property otherwise referred to as 40A Dwyer Street, Kalkallo;
 - 1.17.3. Lot A PS817639R, being Certificate of Title Volume 12169 Folio 585, otherwise referred to as 110B Dwyer Street, Kalkallo; and
 - 1.17.4. Lot C PS804282F being Volume 12004 Folio 952, otherwise referred to as 110C Dwyer Street, Kalkallo.
- and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.18. **Land Projects** means Part Project OS03, Project CI05 and Part Project RD02a.
- 1.19. **Levy** means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- 1.20. **Licence Agreement** means a licence in a form and on terms acceptable to Council allowing the Owner to access the land comprising Part Project RD02(a).
- 1.21. **Lot** means a lot on the Endorsed Plan.
- 1.22. **Opening of the Activity Centre** means the opening to the public of Stage 1 of the Lockerbie South Local Town Centre which includes a supermarket.
- 1.23. **Overprovision Reimbursement** means a cash payment by Council to the Owner in an amount calculated in accordance with clause 5.8 of this Agreement.

- 4 -

- 1.24. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession.
- 1.25. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3 and clause 4.
- 1.26. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.27. **Permits** means:
- 1.27.1. Planning permit P18201.03 issued by Council on 13 October 2015; and
- 1.27.2. Planning permit P15826.01 issued by Council on 28 June 2012;
- as amended from time to time.
- 1.28. **Part Project OS03** means that part of Project OS03 comprising 5.56 hectares of the Land.
- 1.29. **Part Project RD02(a)** means the acquisition of that part of Project RD02(a) comprising 3.09 hectares of the Land.
- 1.30. **Practical Completion** means the date a Certificate of Practical Completion is issued.
- 1.31. **Project CI05** means the acquisition of 0.8 hectares of the Land for the multipurpose community facility south as described in the DCP.
- 1.32. **Project IT10** means the construction of an interim signalised intersection on the north south arterial and east west connector, accessing the Local Town Centre and active open space.
- 1.33. **Project OS03** means the acquisition of 9.5 hectares of land for the southern active playing fields as described in the DCP
- 1.34. **Project RD02(a)** means the acquisition of land (11.48 hectares) and construction of one carriageway in each direction from the Merri Creek through to the intersection of Gunns Gully Road (north south arterial for 2.8km within the City of Hume).
- 1.35. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.36. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.37. **Stage** is a reference to a stage of subdivision of the Land as identified in the Endorsed Plan.
- 1.38. **Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988*.
- 1.39. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.

- 5 -

- 1.40. **Total Levy Liability** means the total of the amount of the Levy that the Owner was liable to pay for each Stage determined for each Stage prior to the issue of Statement of Compliance by Council in accordance with clause 5.5 of this Agreement.
- 1.41. **Tribunal** means the Victorian Civil and Administrative Tribunal.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. PROVISION OF LAND IN KIND

- 3.1. The Owner agrees that it must transfer to or vest in Council:
- 3.1.1. Part Project OS03 and Project CI05 prior to the earlier of the issue of a Statement of Compliance for Stage 18 or 1 July 2019; and
- 3.1.2. Part Project RD02(a) either:
- (a) prior to the earlier of the issue of a Statement of Compliance for Stage 18 or 1 July 2020; or
- (b) such later time as agreed to by Council in writing.
- 3.2. Council agrees that if Part Project RD02(a) is vested in Council in accordance with clause 3.1.2 prior to Practical Completion of Project IT10 it will grant the Owner the Licence Agreement to allow the Owner access to the land vested in Council to complete Project IT10.

- 6 -

3.3. The Owner acknowledges and agrees that prior to the transfer to or vesting in Council of the Land Projects in accordance with clause 3.1, the land comprising the Land Projects must:

- 3.3.1. be free from contamination;
- 3.3.2. be free from any stockpiling of soil and rock; and
- 3.3.3. unless otherwise agreed to in writing by Council, be secured with a 1.8 metre high cyclone fence around its perimeter to prevent rubbish dumping and access;

all at the cost of the Owner and to the satisfaction of Council.

4. WORKS IN KIND

4.1. Works in kind

The Owner must complete Project IT10:

- 4.1.1. at its cost;
- 4.1.2. unless with the written consent of Council, in accordance with the Designs;
- 4.1.3. in accordance with applicable laws and approvals; and
- 4.1.4. prior to 1 July 2021, unless a later date is approved by Council in writing.

4.2. Designs and documentation

The Owner agrees that:

- 4.2.1. Prior to commencing Project IT10, it must prepare and submit to Council for approval, detailed designs, engineering plans and specifications for Project IT10; and
- 4.2.2. The Designs must be prepared:
 - (a) at the Owner's full cost;
 - (b) generally in accordance with the DCP unless otherwise agreed in writing by Council;
 - (c) to the satisfaction of Council.

5. CREDIT

5.1. Council agrees that it will provide the Owner a Credit equal to \$18,189,096 which comprises:

- 5.1.1. \$8,896,000 for Part Project OS03;
- 5.1.2. \$2,200,000 for Project CI05;
- 5.1.3. \$2,162,720 for Part Project RD02(a); and

- 7 -

- 5.1.4. \$4,930,376 for Project IT10.
- 5.2. The Parties agree that the amount of the Credit represents:
- 5.2.1. the full cost of the acquisition of land for Project CI05;
- 5.2.2. the full cost of the construction of Project IT10;
- 5.2.3. that part of the cost of the acquisition of Project OS03 that the Part Project OS03 represents; and
- 5.2.4. that part of the cost of the acquisition of land for Project RD02(a) that the Part Project RD02(a) represents;
- as identified in the DCP and adjusted in accordance with the DCP on 1 July 2018 for Project CI05, Part Project OS03 and Part Project RD02(a) and on 1 July 2019 for Project IT10 and shall not be subject to any further adjustment.
- 5.3. The parties acknowledge and agree that:
- 5.3.1. the Owner has paid the Levy in respect of Stages 1, 2, 3, 4, 5, 6, 7 and 9; and
- 5.3.2. the Owner must pay the Levy in respect of Stage 10 prior to the issue of a Statement of Compliance for Stage 11.
- 5.4. Council agrees for any Stage other than the Stages referred to in clause 5.3.1 and clause 5.3.2 the Owner will not be required to pay the Levy in cash until the Credit has been exhausted, which is to be determined in accordance with clause 5.5.
- 5.5. Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- 5.5.1. calculate the Levy payable for such Stage as at that date; and
- 5.5.2. deduct the amount calculated under 5.5.1 from the Credit until the Credit has been exhausted.
- 5.6. When the amount of the Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- 5.6.1. Council must notify the Owner in writing that the Credit has been exhausted;
- 5.6.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- 5.6.3. in relation to subsequent Stages, the Owner must pay the Levy in cash prior to the issue of a Statement of Compliance.
- 5.7. If the Credit exceeds the Total Levy Liability, Council must provide the Owner with an Overprovision Reimbursement within 3 months of:
- 5.7.1. in respect of that part of the Credit that relates to Project OS03 and Project CI05, the issue of a Statement of Compliance of the final Stage of subdivision of the Land; and

- 8 -

5.7.2. in respect of that part of the Credit that relates to Part Project RD02(a), the later of the following events:

- (a) the transfer or vesting in Council of the land comprising Part Project RD02(a); and
- (b) the completion of Project IT10 to the satisfaction of Council;

5.7.3. in respect of that part of the Credit that relates to Project IT10, the later of the following events:

- (a) the completion of Project IT10 to the satisfaction of Council; and
- (b) the opening of the Activity Centre to the public;

5.8. Parties agree that the amount of the Overprovision Reimbursement will be the difference between the amount of the Credit and the amount of the Total Levy Liability.

6. PROVISION OF INFORMATION BY OWNER

6.1. The Owner must include in a request for a Statement of Compliance for a Stage of subdivision of the Land, the following information in relation to that Stage:

- 6.1.1. the net developable hectares of land included in the Stage;
- 6.1.2. the Levy payable in relation to the Stage;
- 6.1.3. the amounts previously deducted from the Credit in relation to previous Stages;
- 6.1.4. the amount of Credit to be deducted in relation to the Stage; and
- 6.1.5. the amount of the Credit remaining following deduction in relation to the Stage/s.

7. AGREED VALUE

Council and the Owner agree that:

- 7.1. the Agreed Value is intended to replace the market value of any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Projects;
- 7.2. upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Projects.

8. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with Council that:

- 8.1. It is the registered proprietor (or entitled to be so) of the Land.

- 9 -

- 8.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 8.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the Transfer of Land Act 1958 (Vic).
- 8.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 8.5. It will within 28 days of written demand pay to the Council the Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 8.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 8.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Council or to give consent to anything under this Agreement.
- 8.6. To the extent that such costs and expenses constitute legal professional costs, the Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Council and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.
- 8.7. It will do all that is necessary to enable the Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 8.8. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. GOODS AND SERVICES TAX

- 9.1. Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.
- 9.2. Except where express provision is made to the contrary, and subject to this clause, an consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- 9.3. To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

- 9.4. A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

10. GAIC

- 10.1. All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 10.2. The Owner must provide a certificate of release under section 201SY of the Act confirming the release of land referred to in clause 10.1 from GAIC.

11. CGT

- 11.1. The Parties agree that the words defined or used in Subdivision 14-D of Schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 11.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with Subdivision 14-D of Schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**);
- 11.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
- 11.2.2. where a clearance certificate is not provided in accordance with clause 11.2.1:
- (a) if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
- (b) if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
- (c) if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 11.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under Subdivision 14-D of Schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 11.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in

- 11 -

accordance with Subdivision 14-D of Schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

12. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

13. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

14. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

15. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

16. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

17. NOTICES

17.1. All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 17.1.1. not later than two business days after being deposited in the mail with postage prepaid;
- 17.1.2. when delivered by hand;
- 17.1.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 17.1.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

18. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

19. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

20. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

21. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

23. COUNTERPARTS

23.1. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

23.1.1. must be treated as an original counterpart;

23.1.2. is sufficient evidence of the execution of the original; and

23.1.3. may be produced in evidence for all purposes in place of the original.

24. ENDING OF FORMER AGREEMENT AND COMMENCEMENT OF AGREEMENT

24.1. On the commencement of this Agreement, the parties agree that:

24.1.1. the Former Agreement immediately ends; and

24.1.2. as soon as practicable after the Former Agreement has ended, Council will, at the cost of the Owner, make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Former Agreement on the register.

25. COMMENCEMENT AND ENDING OF AGREEMENT

25.1. This Agreement will commence:

25.1.1. on the date that it bears; or

25.1.2. if it bears no date, on the date it is recorded in the Register.

25.2. This Agreement will end:

25.2.1. in respect of a Residential Lot or Final Lot, upon the issue of a Statement of Compliance for the subdivision of the Residential Lot or Final Lot (as relevant);

25.2.2. in respect of all other land this Agreement will end when:

(a) Council has given notice under clause 5.6.1 that the Credit has been exhausted; and

(b) the Owner has complied with all of the Owner's obligations under this Agreement or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

25.3. As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.

EXECUTED AS A DEED

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

THE COMMON SEAL of HUME CITY COUNCIL
was hereto affixed on the 05/02/2020
in the presence of:



C. Cook
COUNCILLOR

[Signature]
CHIEF EXECUTIVE OFFICER

**EXECUTED by NATIONAL PACIFIC
PROPERTIES (KALKALLO) PTY LTD ACN 128
025 838 in accordance with Section 127 of the
Corporations Act 2001:**

[Signature]
Director
EDWARD PUHAR
Full Name
Date:

[Signature]
Director / Secretary
**Jakrod Mark
Leonard Sanfilippo**
Full Name
Date:

E: info@bsvic.com.au P: 03 9707 4443 M: PO Box 629, Beaconsfield VIC 3807

BUILDING PERMIT - FORM 2

Building Act 1993, Building Regulations 2018, Regulation 37

Job Reference Number: 020289

Building Permit Number: 3584519086047 Issued: 01/09/2020

Property Details:

Address: **16 Kales Court (Klandy Drive), KALKALLO** Postcode: **3064**
Allotment: **1721** LP/PS: **PS746832**
Municipality: **Hume City Council**

Issued To:

Name: Sienna Building Pty Ltd Phone: 9982 1980
Address: 3 Corporate Avenue, ROWVILLE Postcode: 3178
Email: support@siennagroup.com.au ACN: 128 617 532

The above address is the 'Address for Serving or Giving of Documents' unless noted otherwise.

Ownership Details:

Name: Jakki-Anne Griffiths Phone: 0414 964 411
Address: 12 Macalister Street, MERNDA Postcode: 3754
Email: jakgriff@ymail.com

Builder:

Name: Sienna Building Pty Ltd Phone: 9982 1980
Address: 3 Corporate Avenue, ROWVILLE Postcode: 3178
Building practitioner registration no: CDB-U 49207 ACN: 128 617 532

Natural person for service of directions, notices and orders:

Name: Vaughan McDonald Phone: 9982 1980
Address: 3 Corporate Avenue, ROWVILLE Postcode: 3178

Building practitioner or architects engaged to prepare documents for this permit:

| Name | Category / Class | Registration number |
|-----------------|------------------|---------------------|
| Angelo Demangos | Civil Engineer | EC 33550 |

Nature of Building Works: Construction of a dwelling and garage

| Building Classification: | Part of Building | BCA Classification |
|--------------------------|------------------|--------------------|
| | Dwelling | 1a(a) |
| | Garage | 10a |

| | | | |
|-----------------------|-------------------|----------------------------|----------|
| Total new floor area: | 171m ² | Stage of work permitted: | All |
| Cost of Works: | \$256,510 | Version of BCA applicable: | NCC 2019 |

Details of Relevant Planning Permit (if applicable): Planning Permit No: Date:

Details of Domestic Building Work Insurance: VMIA C535859

PHONE 9707 4443 TO BOOK INSPECTIONS - MINIMUM 24 HOURS NOTICE REQUIRED

The mandatory notification stages for inspection are:

BORED PIERS
PRE-SLAB
SLAB STEEL
FRAME
FINAL

Commencement and Completions:

This building work must commence by: **01/09/2021**

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

This building must be completed by: **01/09/2022**

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

Occupancy of Building:

An Occupancy Permit (whole) is required prior to the occupation or use of this building in relation to which the building work is carried out.

Protection work:

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

Where the above indicates protection works are not required, this is based on the documentation provided at time of assessment indicating that no risk of significant damage to any adjoining property was evident. In this instance, the person in charge of carrying out building works is to notify the relevant building surveyor should a risk of significant damage become apparent.

General Building Permit Conditions

- Under Regulation 41, the person in charge of carrying out of the building work on an allotment must ensure that a copy of approved documents are available on-site at all times and take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- The mandatory inspection notification stages of work are (a) before placing a footing; (b) before pouring an in situ reinforced concrete member; (c) the completion of framework; (e) final, on the completion of all building work. Inspection requirements listed on the previous page are common terms used to describe the mandatory stages but do not over-ride these requirements. Building work must not continue past a mandatory notification stage without written approval of that stage first being issued by BSV (s33(2)).
- The relevant building surveyor must be notified without delay after completion of each mandatory stage including any additional stage specified in this permit.
- All materials & work practices shall comply with, but not limited to, the Building Regulations 2018, the National Construction Code and all relevant current Australian Standards (as amended) referred to therein.
- The person in charge of carrying out the building work must ensure that the building work does not encroach over the title boundaries of the subject allotment.
- Where plumbing and/or electrical work for which required the issue of a compliance certificate is carried out in conjunction with the building work included in this permit, a copy of that certificate must be supplied to the relevant building surveyor along with the application for occupancy permit (Form 15) prior to the issue of any Occupancy Permit.
- Where insulation and energy efficiency requirements are applicable, certificates / declaration must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
- Where waterproofing of wet area works are carried out a certificate must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
- Where any prefabricated items such as Roof trusses, Wall framing and/or Floor joists are applicable the layouts and design certificate must be provided to BSV prior to the frame inspection being undertaken.**
- Where a termite management system is required it shall be carried out in accordance with AS 3660.1 - 2014. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. Certificates showing the system/s used and locations installed must be provided to the building surveyor prior to a final certificate / occupancy permit being able to be issued. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.

Prescribed reporting authority

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below.

| Reporting authority | Regulation number | Matter reported on or consented to |
|---------------------|-------------------|------------------------------------|
| Hume City Council | Reg. 133(2) | Point of discharge of storm water |

Additional Permit Conditions / Notes

These works are to be constructed in accordance with the required bushfire provisions of AS3959 for a Bushfire Attack Level of **BAL 12.5**

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies (Regulation 38):

- P2.6.2. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirement P2.6.2, assessed using Comparison with the Deemed-to-Satisfy Provisions. The performance solution proposes utilising the available recycled water connection to flush all toilets in lieu of providing a rainwater tank as required by NCC clause 3.12.0(a). The use of recycled water to flush all toilets has been compared to and accepted as exceeding the deemed-to-satisfy provision 3.12.0(a) requirement.
- P2.1.1, P2.2.2 and P2.2.3. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirements P2.1.1, P2.2.2 and P2.2.3. The performance solution proposes utilising the NRG Greenboard Insulated Wall Cladding System as an external wall cladding. This performance solution has been accepted based on the Evidence of Suitability provided by the applicant being CodeMark approval CM 30005.

Relevant Building Surveyor: BRETT THRELFALL

Signature: 

Registration No: BS-U 30045

Date of Issue: 01/09/2020

BUILDING SURVEYING VICTORIA

E: info@bsvic.com.au P: 03 9707 4443 M: PO Box 629, Beaconsfield VIC 3807

OCCUPANCY PERMIT - FORM 16

Building Act 1993, Building Regulations 2018, Regulation 192

For Building Permit Number: 3584519086047

Property Details: 16 Kales Court (Klandy Drive)
KALKALLO 3064
Lot: 1721 LP/PS: PS746832
Municipal district: Hume City Council

Nature of Building Works: Construction of a dwelling and garage
Allowable Floor Loading: 1.5 kPa
Version of BCA: NCC2016

| Building Description | Part of Building | BCA Class |
|----------------------|------------------|-----------|
| | Dwelling | 1a(a) |
| | Garage | 10a |

| Reporting Authority | Matter Reported On | Regulations |
|---------------------|-----------------------------------|-------------|
| Hume City Council | Point of discharge of storm water | Reg. 133(2) |

Performance Solutions

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

- P2.6.2. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirement P2.6.2, assessed using Comparison with the Deemed-to-Satisfy Provisions. The performance solution proposes utilising the available recycled water connection to flush all toilets in lieu of providing a rainwater tank as required by NCC clause 3.12.0(a). The use of recycled water to flush all toilets has been compared to and accepted as exceeding the deemed-to-satisfy provision 3.12.0(a) requirement.
- P2.1.1, P2.2.2. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirements P2.1.1, P2.2.2 and P2.2.3. The performance solution proposes utilising the NRG Greenboard Insulated Wall Cladding System as an external wall cladding. This performance solution has been accepted based on the Evidence of Suitability provided by the applicant being CodeMark approval CM 30005.

Conditions

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to soil; or 75mm to paving; or 50mm to paving graded away from the building with a roof covering.
- The owner's attention is drawn to the document published by the Victorian Building Authority - "Minimising Foundation Movement and Damage to Your House" and further to the requirements of AS 2870, both of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and vegetation plantation and growth.

Suitability for Occupation

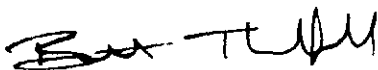
- At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.
- This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2018.

Certificate Number: 020289

Relevant Building Surveyor: BRETT THRELFALL

Registration No: BS-U 30045

Signature:



Date of Issue: 10 September 2021

Inspection Approval Dates

Inspection Type

BORED PIERS

PRE-SLAB

SLAB STEEL

FRAME

FINAL

Approval Date

06/10/2020

15/10/2020

19/10/2020

24/03/2021

03/09/2021

Domestic Building Insurance

Certificate of Insurance

Jakki-Anne Griffiths

**12 Macalister St
MERNDA
VIC 3754**

Policy Number:
C535859

Policy Inception Date:
20/08/2020

Builder Account Number:
014476

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **16 Kales Ct KALKALLO VIC 3064 Australia**
Carried out by the builder: **SIENNA BUILDING PTY LTD**
Builder ACN: **128617532**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Jakki-Anne Griffiths**
Pursuant to a domestic building contract dated: **19/05/2019**
For the contract price of: **\$ 256,510.00**
Type of Cover: **Cover is only provided if SIENNA BUILDING PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

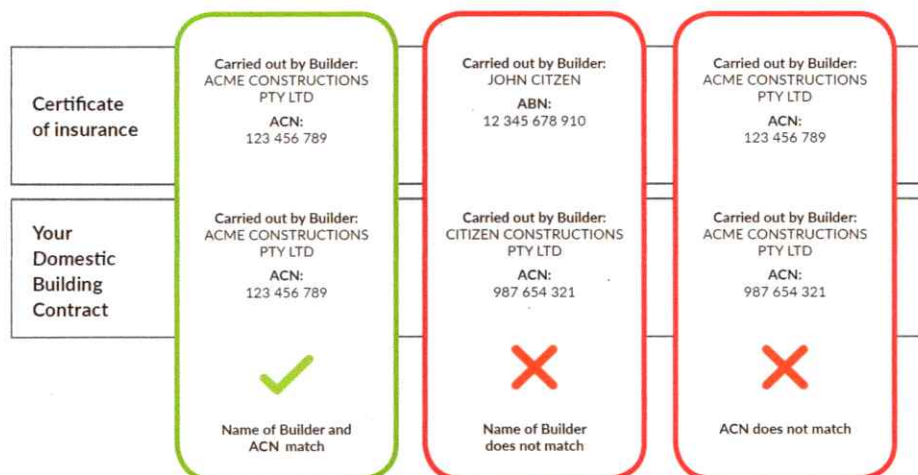
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

| | |
|-------------------|-----------------|
| Base DBI Premium: | \$790.00 |
| GST: | \$79.00 |
| Stamp Duty: | \$86.90 |
| Total: | \$955.90 |

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 05 May 2025 10:28 AM

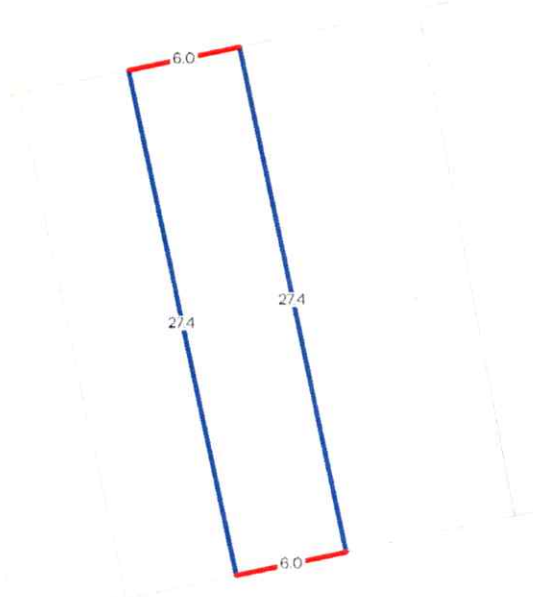
PROPERTY DETAILS

Address: **91 KLANDY DRIVE KALKALLO 3064**
Lot and Plan Number: **Lot 1721 PS746832**
Standard Parcel Identifier (SPI): **1721\PS746832**
Local Government Area (Council): **HUME**
Council Property Number: **735637**
Directory Reference: **Melway 367 G4**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 164 sq. m

Perimeter: 67 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

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>

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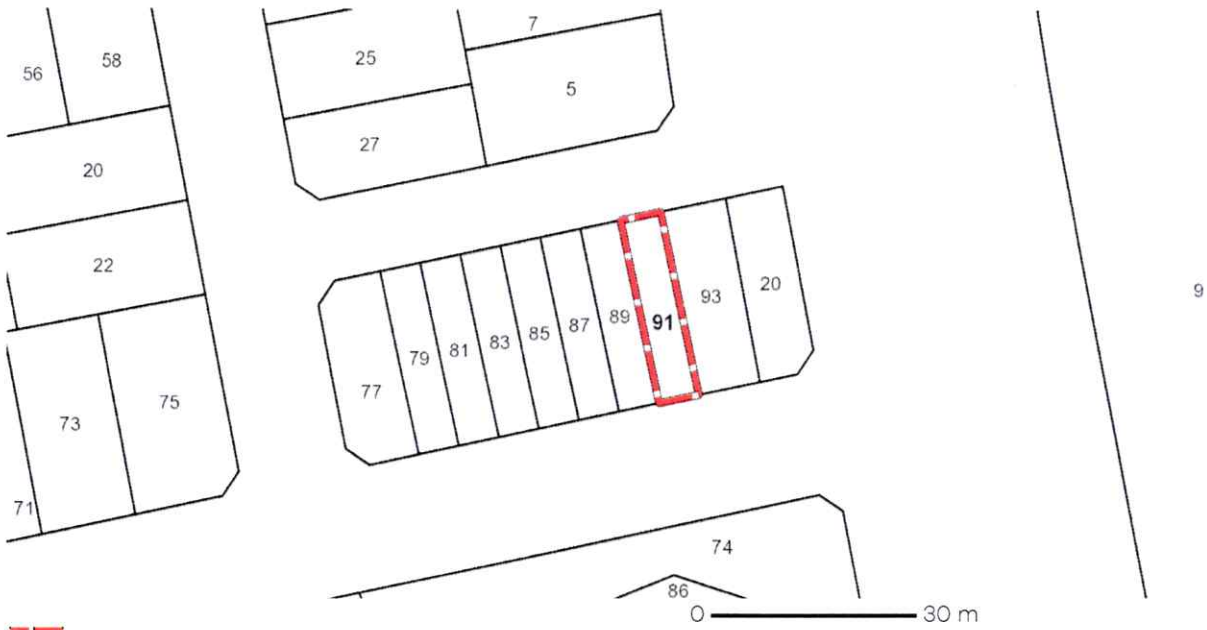
PROPERTY REPORT: 91 KLANDY DRIVE KALKALLO 3064

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



 Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 05 May 2025 10:25 AM

PROPERTY DETAILS

Address: **91 KLANDY DRIVE KALKALLO 3064**
Lot and Plan Number: **Lot 1721 PS746832**
Standard Parcel Identifier (SPI): **1721\PS746832**
Local Government Area (Council): **HUME**
Council Property Number: **735637**
Planning Scheme: **Hume**
Directory Reference: **Melway 367 G4**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

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

[View location in VicPlan](#)

Note

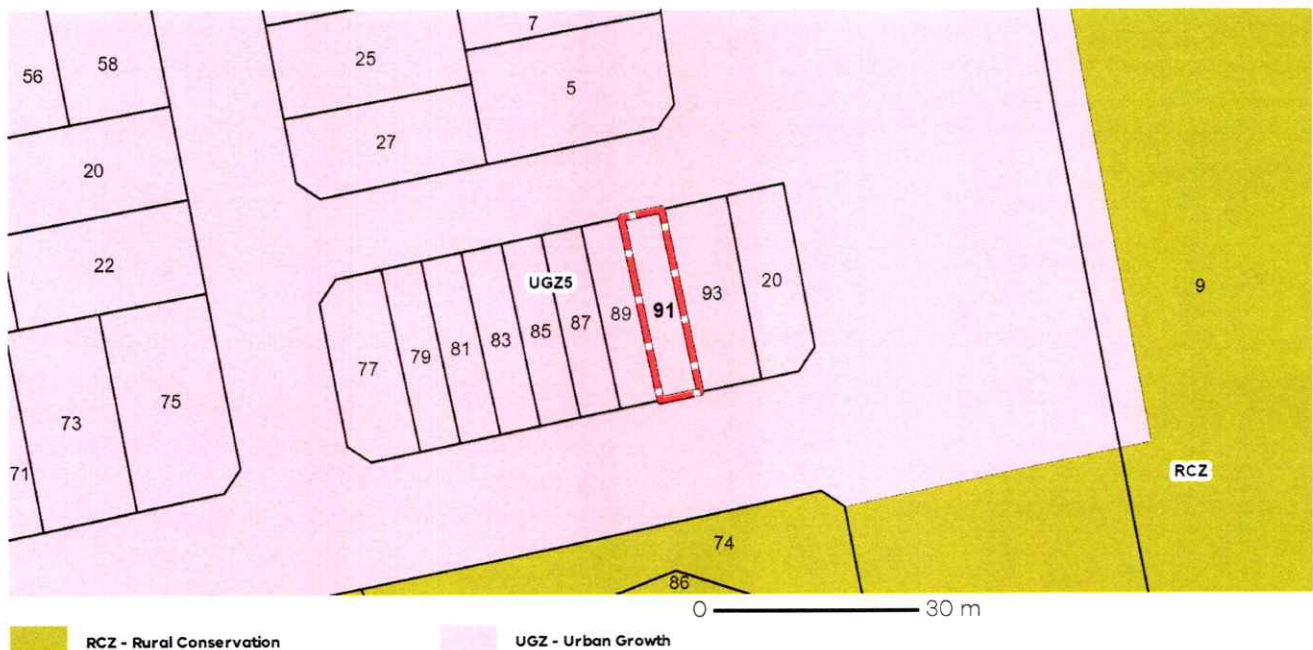
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

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

PLANNING PROPERTY REPORT: 91 KLANDY DRIVE KALKALLO 3064

Page 1 of 6

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)



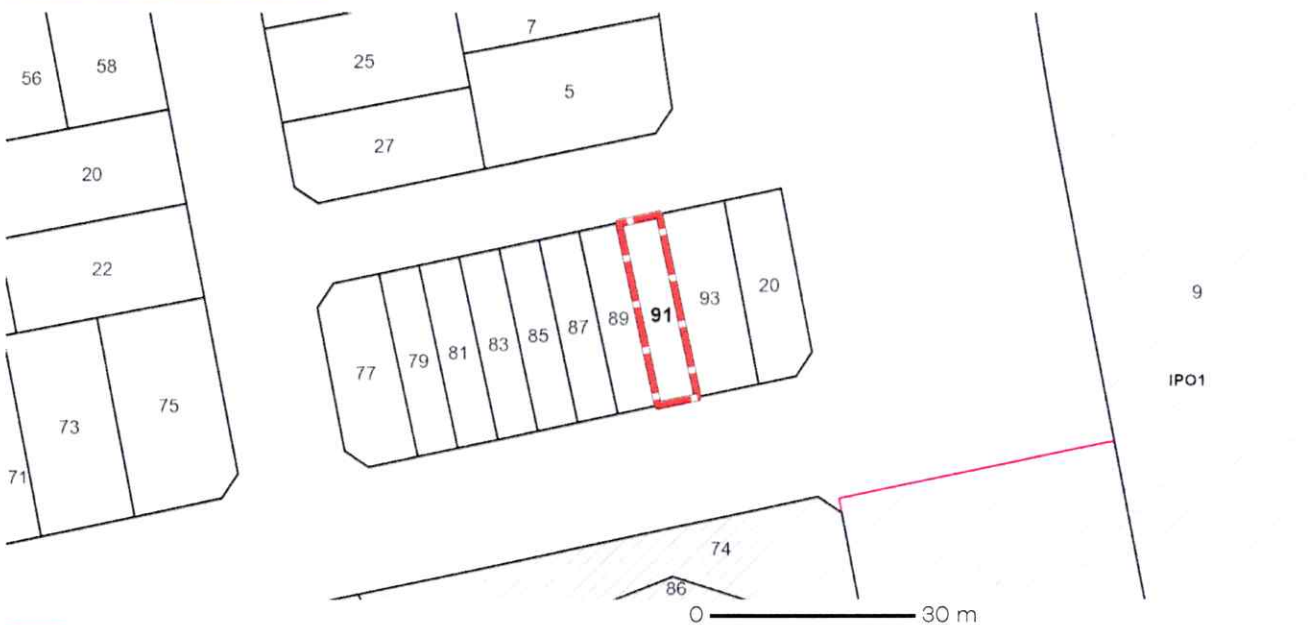
DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

INCORPORATED PLAN OVERLAY (IPO)

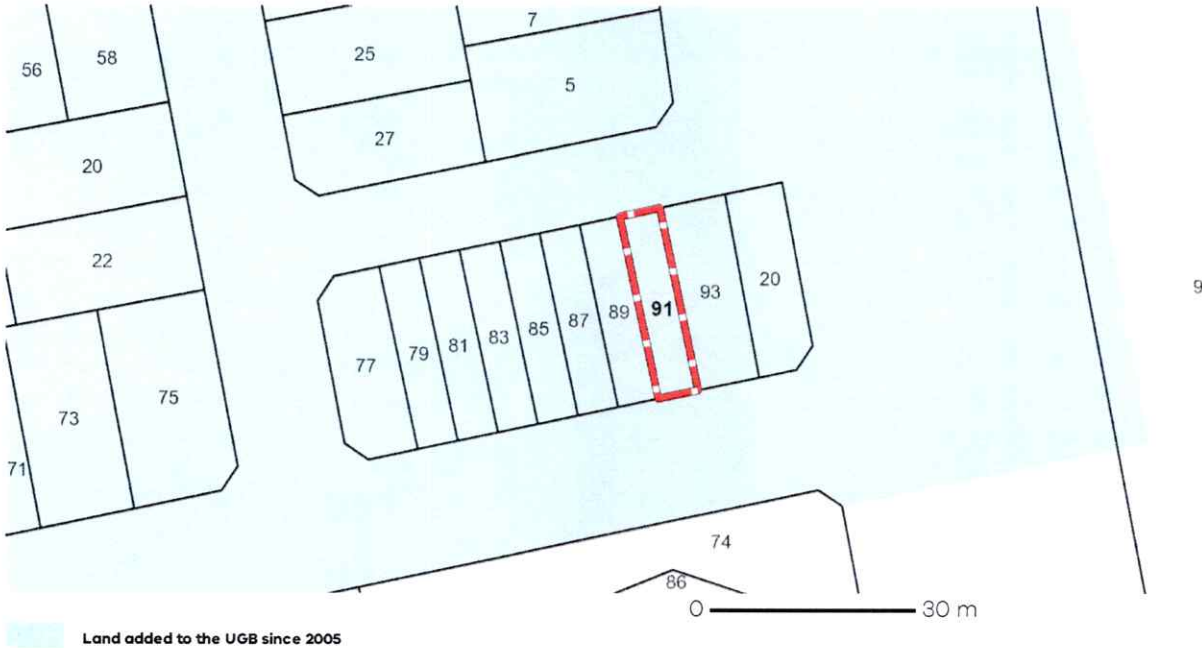


IPO - Incorporated Plan Overlay

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

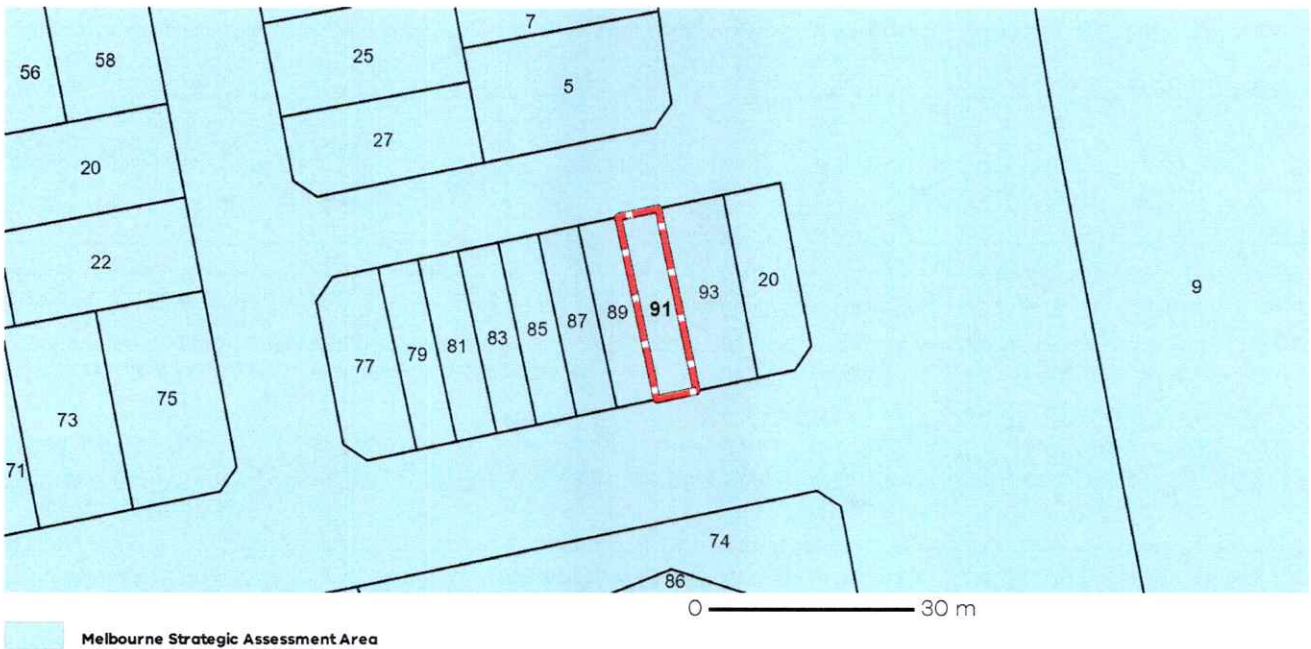
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](http://www.vpa.vic.gov.au)



Melbourne Strategic Assessment

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



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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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

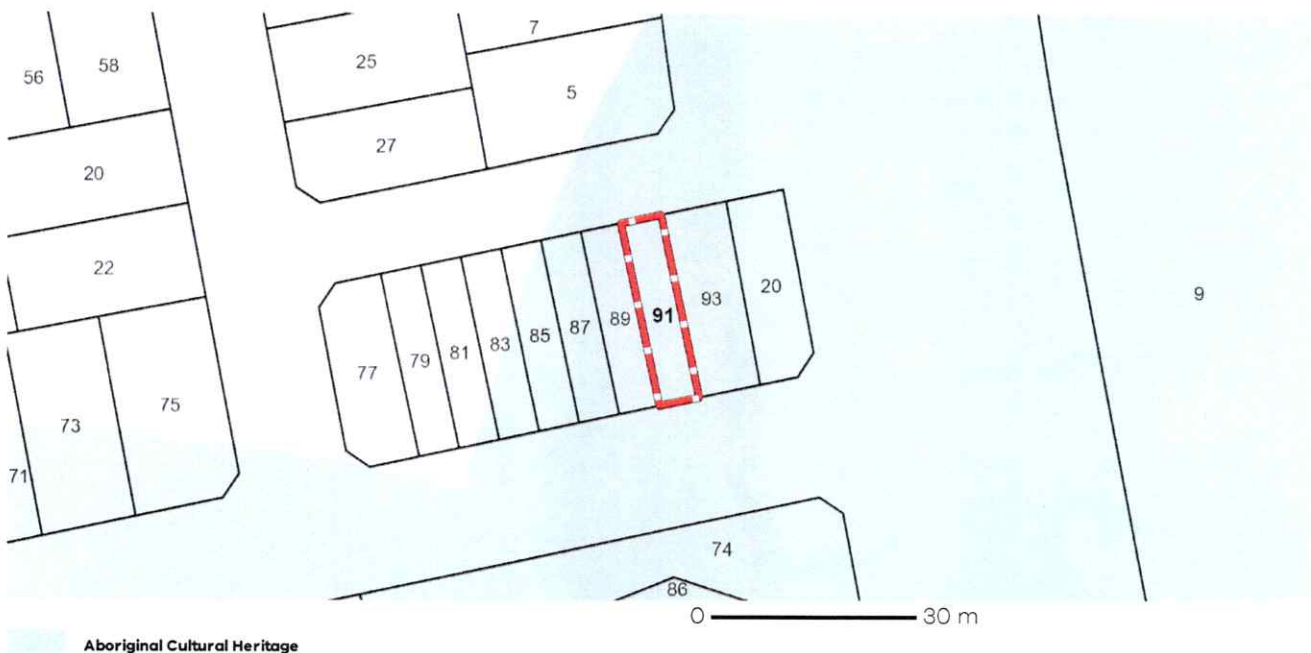
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 01 May 2025.

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

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

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

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

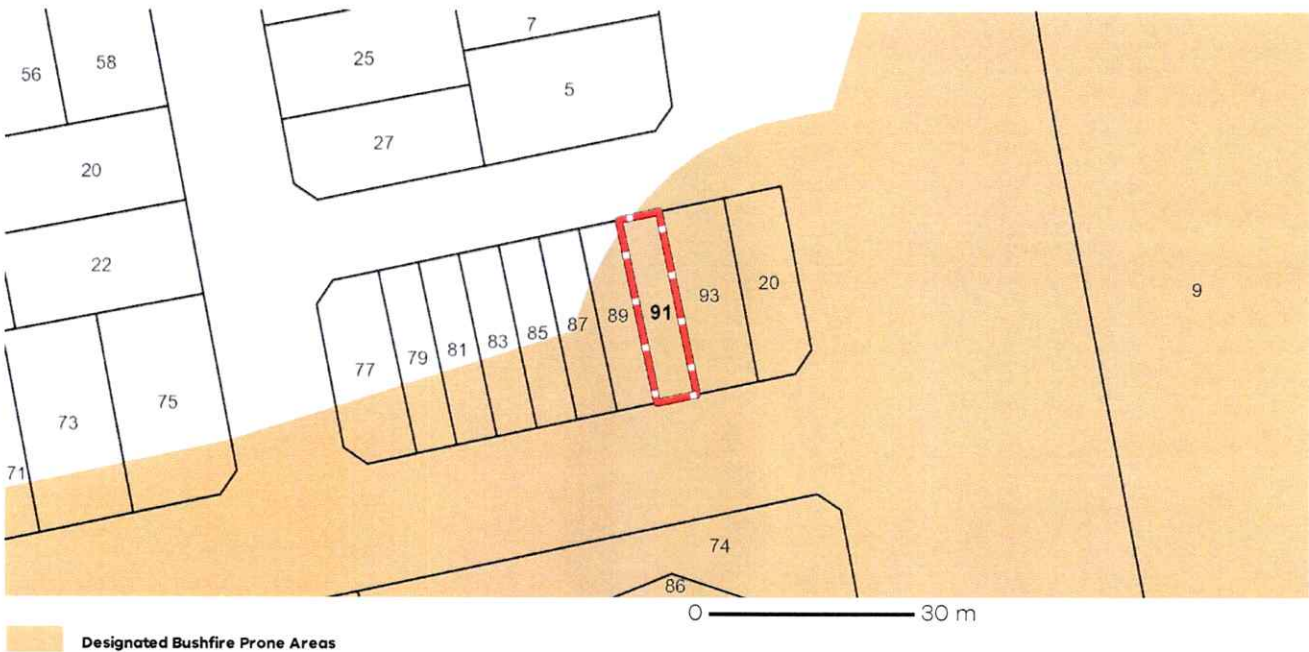
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

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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).

Property No : 735637
 Certificate No : eLIC076491
LAND INFORMATION CERTIFICATE
 Year Ending: 30 June 2025
 All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Your Reference: 357481
 Date of Issue: 01/05/2025

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

| | |
|-----------------------|---------------------------------------|
| Property Description: | Lot 1721 PS 746832R Vol 12228 Fol 134 |
| Property Situated: | 91 KLANDY DR KALKALLO VIC 3064 |

| | | | | | | | |
|------------|----------|--------|----------|--------|---------|-------|-----|
| Site Value | \$152500 | C.I.V. | \$530000 | N.A.V. | \$26500 | AVPCC | 120 |
|------------|----------|--------|----------|--------|---------|-------|-----|

The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

| RATES AND CHARGES FROM | 01/07/2024 | TO | 30/06/2025 |
|--------------------------------|------------------------------|-----------|-----------------------------|
| | RATE LEVIED ON C.I.V. | | BALANCES OUTSTANDING |
| General Rate | \$1,234.10 | | \$310.97 |
| Land Use Rebate | \$0.00 | | \$0.00 |
| Optional Waste Charges | \$0.00 | | \$0.00 |
| Fire Service Property Levy | \$178.10 | | \$44.89 |
| Special Charge / Rate | \$0.00 | | \$0.00 |
| Waste Rates and Charges | \$624.62 | | \$157.41 |
| Arrears as at 30/06/2024 | | | \$0.00 |
| Interest / Legal Costs | | | |
| TOTAL RATES AND CHARGES | \$2,036.82 | | \$513.27 |

****PLEASE NOTE :** Rates for 2024/2025 are payable by four instalments on the following dates
 30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025

| OTHER CHARGES | | | | |
|-------------------------------------|------------------|-----------------|--------------------|----------------|
| Account Number / Description | Principal | Interest | Interest To | Balance |
| | | | | |

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS
TOTAL OUTSTANDING AT ISSUE DATE : \$513.27

All overdue rates and charges must be paid at settlement..

Property No : 735637
Certificate No : eLIC076491
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2025
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 91 KLANDY DR KALKALLO VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

Pursuant to section 24(5) of the Building Act 1993, a Community Infrastructure Levy is payable to Council prior to the issue of a building permit for each dwelling within this estate.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
01/05/2025

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 7356371

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au



YARRA VALLEY WATER
ABN 93 066 982 501

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

1st May 2025

Panther Conveyancing C/- InfoTrack (LEAP) C/- LAND
LANDATA

Dear Panther Conveyancing C/- InfoTrack (LEAP) C/- LAND,

RE: Application for Water Information Statement

| | |
|------------------------------------|---|
| Property Address: | 91 KLANDY DRIVE KALKALLO 3064 |
| Applicant | Panther Conveyancing C/- InfoTrack (LEAP) C/- LAND LANDATA |
| Information Statement | 30937246 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 357481 |

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. 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



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 | 91 KLANDY DRIVE KALKALLO 3064 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Melbourne Water Property Information Statement

| | |
|------------------|-------------------------------|
| Property Address | 91 KLANDY DRIVE KALKALLO 3064 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

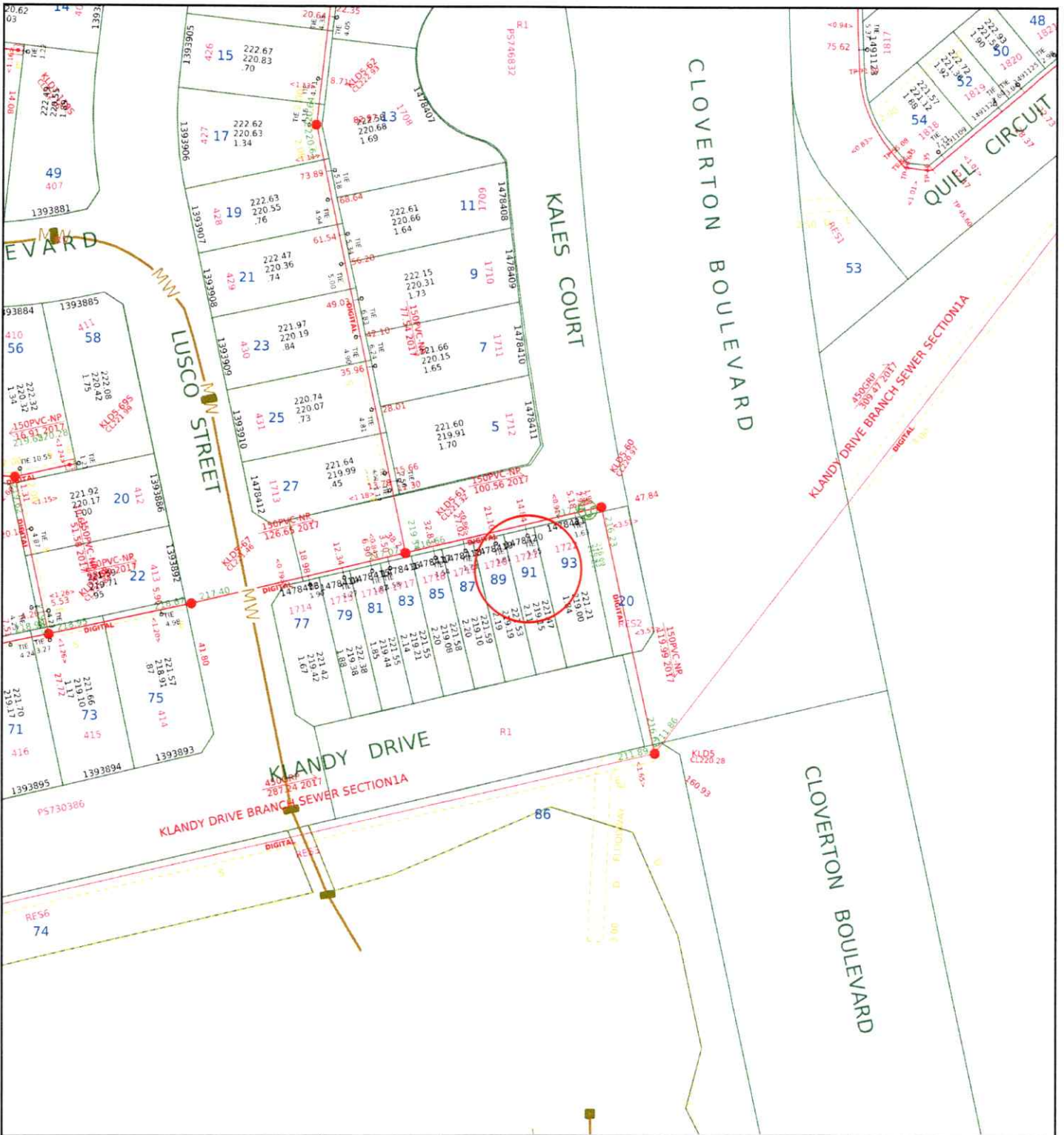
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)


















The applicable flood level for this property is RL 222.50 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679 7517.

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

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

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



| | | | |
|--|--|--|--|
| Yarra Valley Water Information Statement Number: 30937246 | Address 91 KLANDY DRIVE KALKALLO 3064 |  |  Yarra Valley Water ABN 93 066 902 501 |
| | Date 01/05/2025 | | |
| | Scale 1:1000 | | |
| Existing Title  | Access Point Number  | MW Drainage Channel Centreline  | 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; |
| Proposed Title  | Sewer Manhole  | MW Drainage Underground Centreline  | |
| Easement  | Sewer Pipe Flow  | MW Drainage Manhole  | |
| Existing Sewer  | Sewer Offset  | MW Drainage Natural Waterway  | |
| Abandoned Sewer  | Sewer Branch  |  | |

13th August 2020

Application ID: 461001

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

| Sewer Connection Description | PSP Number |
|-------------------------------------|-------------------|
| Water & Sewer Connection | 1478420 |

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

| | |
|------------------|---------------|
| Checklist | ✓ or X |
|------------------|---------------|

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

- 2.1. For non-residential properties where Class A recycled water is available, upon:
- (a) connection of the property to the Class A recycled water supply system; or
 - (b) change in the intended use of Class A recycled water at the property; and/or
 - (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

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

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

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Panther Conveyancing C/- InfoTrack (LEAP) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5254505200
Rate Certificate No: 30937246

Date of Issue: 01/05/2025
Your Ref: 357481

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------|---------------|-----------------|---------------|
| 91 KLANDY DR, KALKALLO VIC 3064 | 1721\PS746832 | 5238642 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|--------------------------|----------|-------------|
| Residential Water Service Charge | 01-04-2025 to 30-06-2025 | \$20.64 | \$20.64 |
| Residential Water and Sewer Usage Charge <i>Step 1 – 11.000000kL x \$3.43420000 = \$37.78</i> Estimated Average Daily Usage \$0.40 | 03-12-2024 to 07-03-2025 | \$37.78 | \$0.00 |
| Residential Sewer Service Charge | 01-04-2025 to 30-06-2025 | \$118.19 | \$118.19 |
| Residential Recycled Water Usage Charge <i>Recycled Water Usage – 10.000000kL x \$1.92590000 = \$19.26</i> | 03-12-2024 to 07-03-2025 | \$19.26 | \$0.00 |
| Parks Fee | 01-04-2025 to 30-06-2025 | \$21.74 | \$21.74 |
| Drainage Fee | 01-04-2025 to 30-06-2025 | \$30.44 | \$30.44 |

| Other Charges: | |
|--|-------------------------------------|
| Interest | No interest applicable at this time |
| No further charges applicable to this property | |
| Balance Brought Forward | \$0.00 |
| Total for This Property | \$191.01 |

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

Recycled water is available at this property

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



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: 5238642

Address: 91 KLANDY DR, KALKALLO VIC 3064

Water Information Statement Number: 30937246

HOW TO PAY



Bill Code: 314567
Ref: 52545052008

Amount
Paid

Date
Paid

Receipt
Number



13th August 2020

caitlin howman
sienna building pty ltd
care of
c.howman@siennagroup.com.au

Dear caitlin howman,

APPLICATION FOR BUILD OVER CONDITIONS

| | |
|----------------------------|------------------------------|
| Application ID | 461003 |
| Property Address | 16 KALES COURT KALKALLO 3064 |
| Service Location ID | 5238642 |

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

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

Build Over Condition Summary *

| |
|--|
| Brick Garages & Brick Carports Greater than 10 square metres <ul style="list-style-type: none">• can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required |
| Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) <ul style="list-style-type: none">• can build over the sewer main and 750mm vertical clearance is required• can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level |

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

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

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

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. Build over of own property connection branch is not permitted where the branch is servicing more than one property.

For structures adjacent to the property connection branch the following conditions apply

3. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch.
4. Pad footings/ foundations are permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Driven Piles are not permitted.
7. Maximum width allowed for eaves is 600 mm.

For structures traversing the property connection branch, the following additional conditions apply.

8. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1 metre.
9. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance.
10. Non structural infill slab.
11. Height clearance required, unless demountable. Height clearance is taken to be height of the walls.
12. No plumbing fixtures, fixed storage/ shelving or internal walls that restrict access are allowed within garage over property connection branch or easement.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works

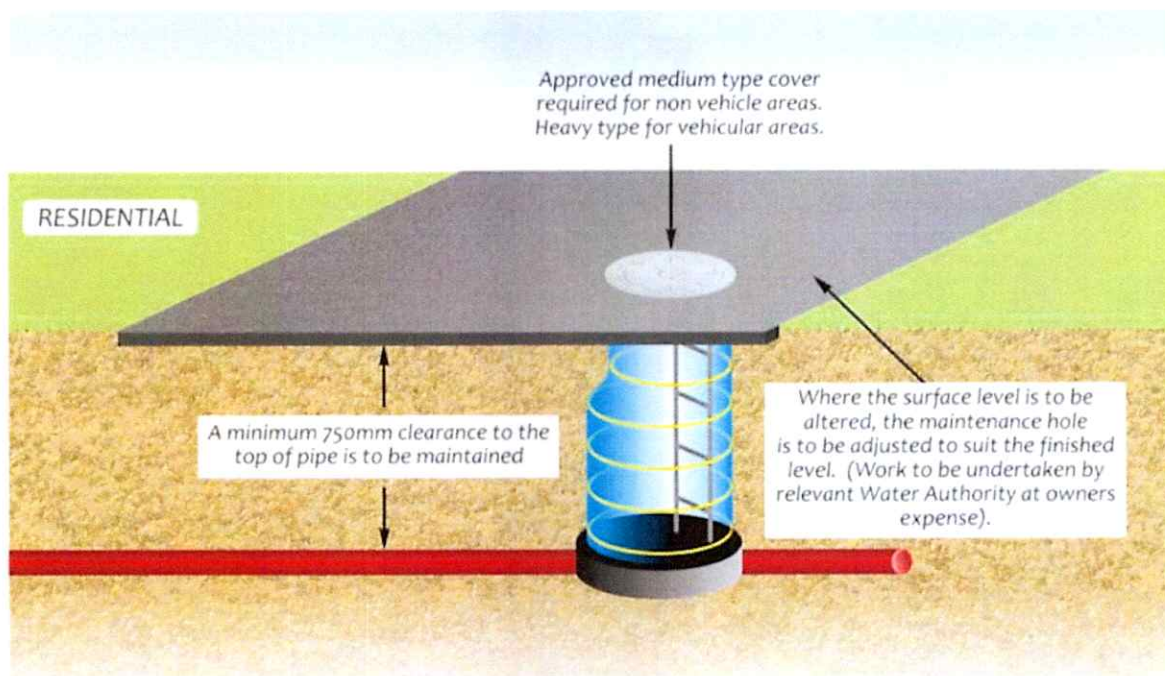
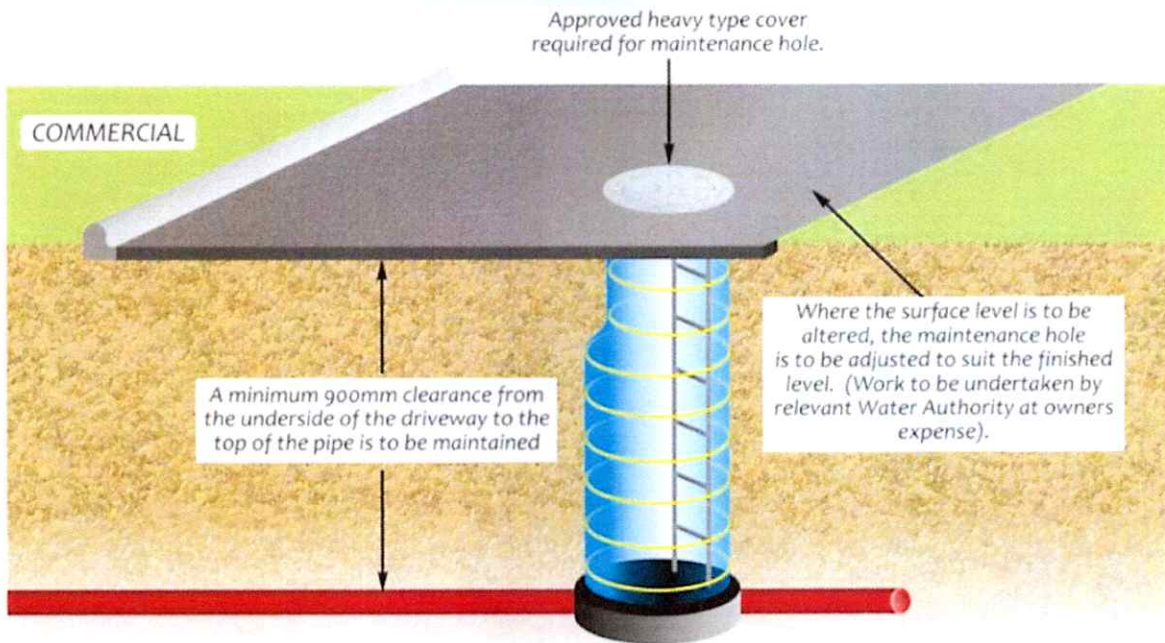
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

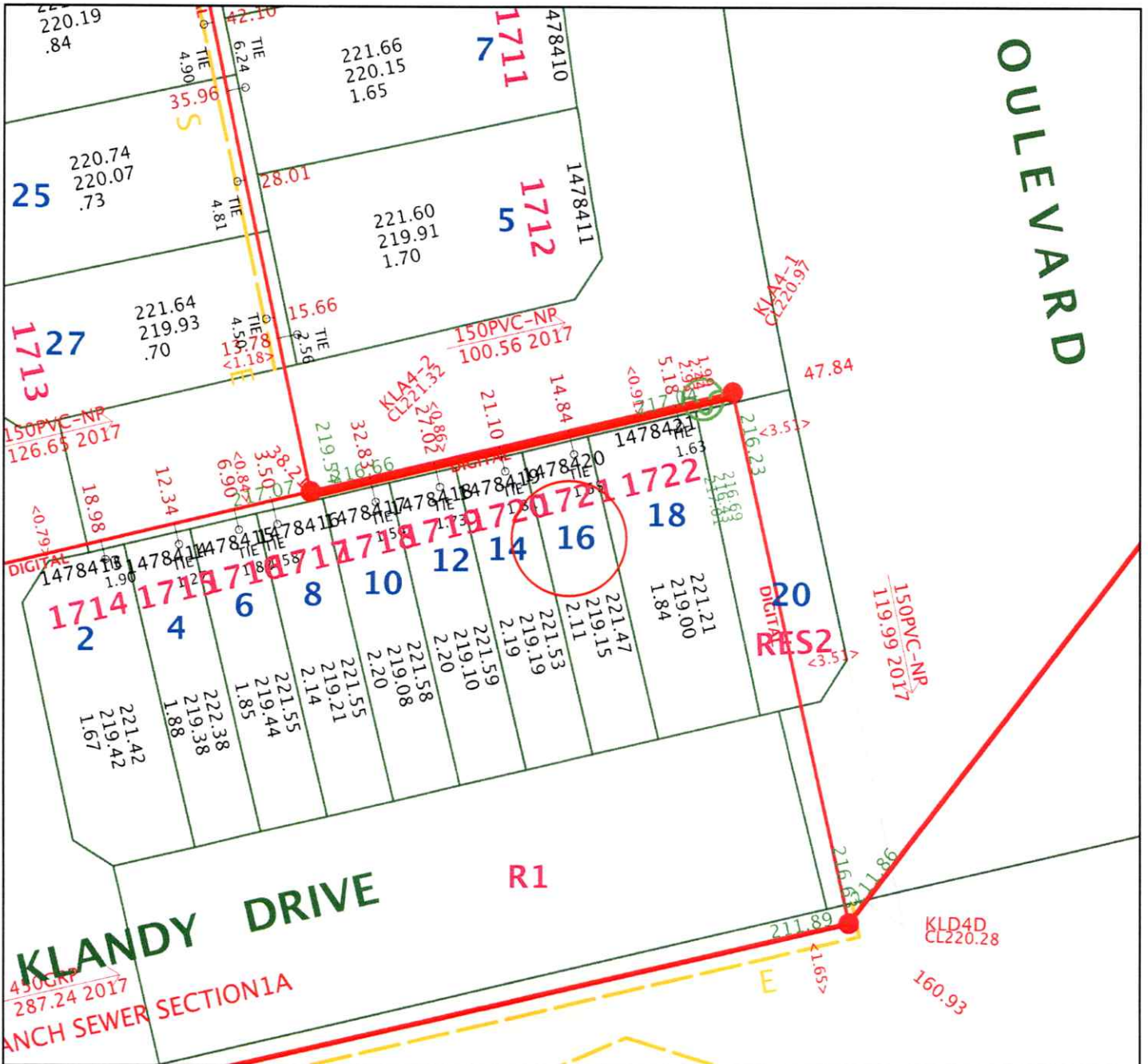
1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing

the property, there is no requirement to raise the (27A) to surface.

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





Yarra Valley Water Sewerage Depth Offset Asset Map
 Address: 16 KALES COURT KALKALLO 3064

| | |
|-------|------------|
| Date | 13/08/2020 |
| Scale | 1:500 |



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

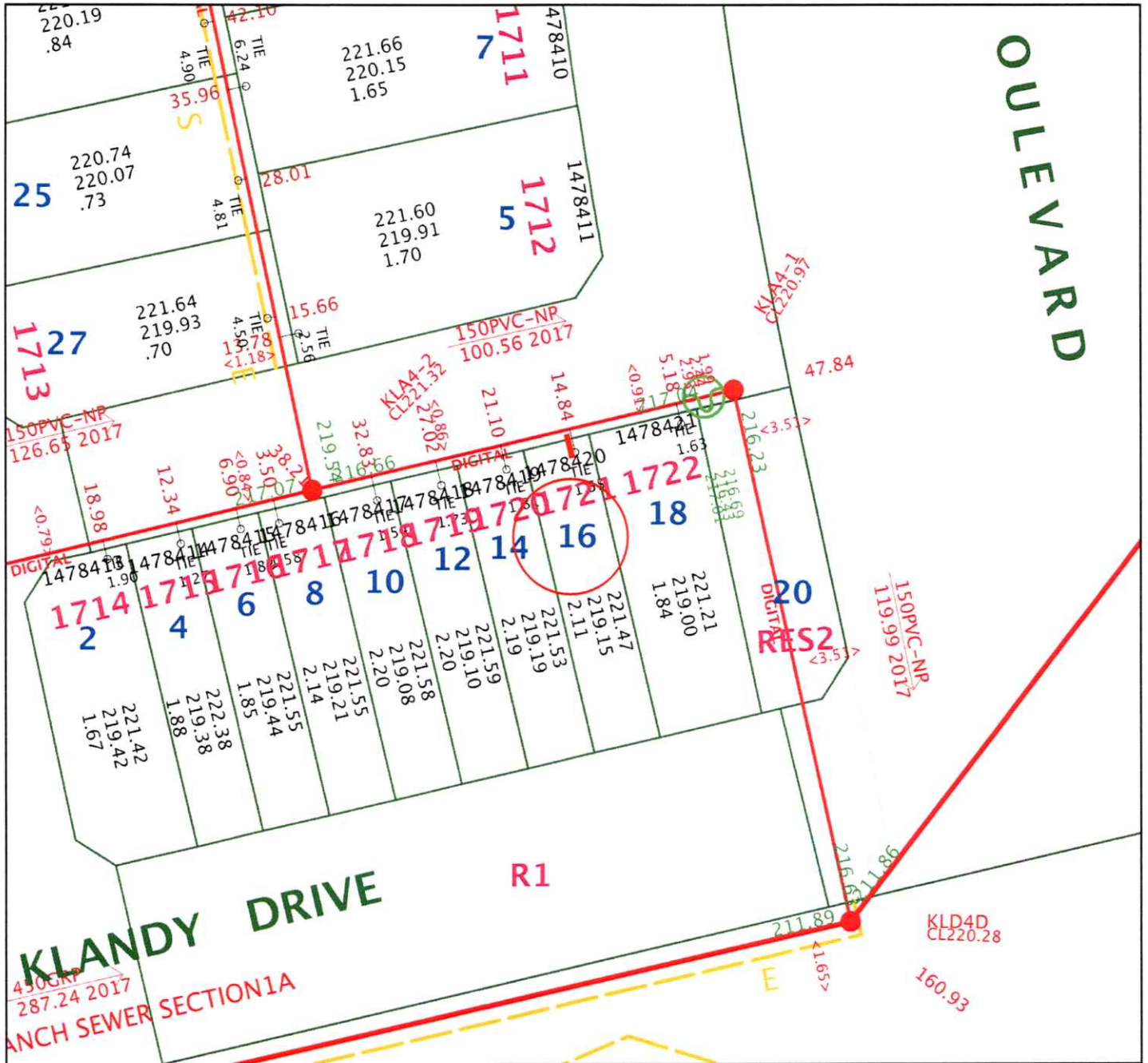
ABN 93 066 902 501

| | | | |
|------------------|--|---------------------|--|
| Existing Title | | Gas Check Manhole | |
| Proposed Title | | Inspection Shaft | |
| Sewer Branch | | Pipe Junction | |
| Existing Sewer | | Maintenance Shaft | |
| Circular Manhole | | Maintenance Chamber | |
| Sewer Offset | | End of Pipe | |
| Abandoned Sewer | | Rectangular Manhole | |
| Pump Station | | Ventilation | |

| Abbreviation Pipe Material | |
|----------------------------|---------------------|
| VC | VITREOUS CLAY |
| PVC-NP | UPVC - Non Pressure |
| PVC-PW | UPVC - Profile Wall |
| CONC | CONCRETE |
| RC/UCON | CC Re/Un-reinforced |
| PP_SW | POLYPROPYLENE |
| HDPE | POLYETHYLENE |
| CI | CAST IRON |

ASSET DETAILS
 Pipe Size: 150
 Pipe Material: PVC-NP
 Average Depth (m): 4.3
 Branch Length (m): 2.112

Note: Offsets denoted in brackets <> are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.
 YVW Ref: 5238642



Yarra Valley Water
Sewer Branch
Asset Map

Address 16 KALES COURT KALKALLO 3064

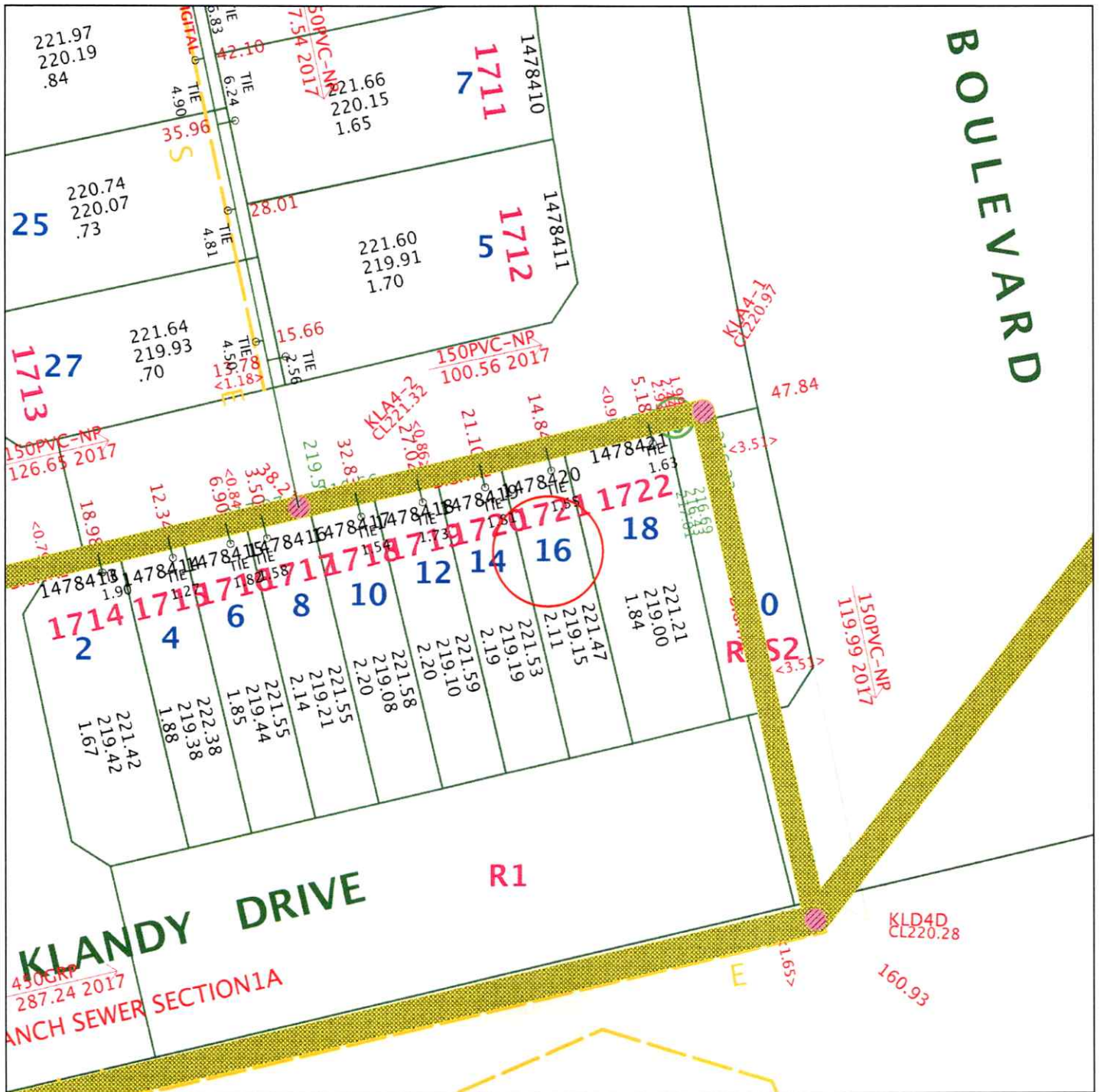
| | |
|--------------|------------|
| Date | 13/08/2020 |
| Scale | 1:500 |



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

ABN 93 066 902 501



| | | | | | | |
|---------------------|--------|---------------------|---------|-----------------------------------|--|---------------------|
| Existing Title | | Access Point Number | GLV2-42 | Abbreviation Pipe Material | ASSET DETAILS Branch Size: 100 Branch Material: PVC-NP Branch Depth (m): 2.318 Branch Length (m): 2.112 Note: Offsets denoted in brackets <> are from the title boundary to centreline of pipe. YVW Ref: 5238642 | |
| Proposed Title | | Circular Manhole | | | | VC |
| Sewer Branch | | Gas Check Manhole | | PVC-NP | | UPVC - Non Pressure |
| Existing Sewer | | Inspection Shaft | | PVC-PW | | UPVC - Profile Wall |
| Sewer Pipe Flow | | Pipe Junction | | CONC | | CONCRETE |
| Sewer Offset | <1.00> | Maintenance Shaft | | RC/UCON | | CC Re/Un-reinforced |
| Abandoned Sewer | | Maintenance Chamber | | PP_SW | | POLYPROYLENE |
| Long Branch Reducer | | End of Pipe | | HDPE | | POLYETHYLENE |
| | | | | CI | | CAST IRON |



Yarra Valley Water Address 16 KALES COURT KALKALLO 3064

Build Over Plan Reference: Plan D






General Structures

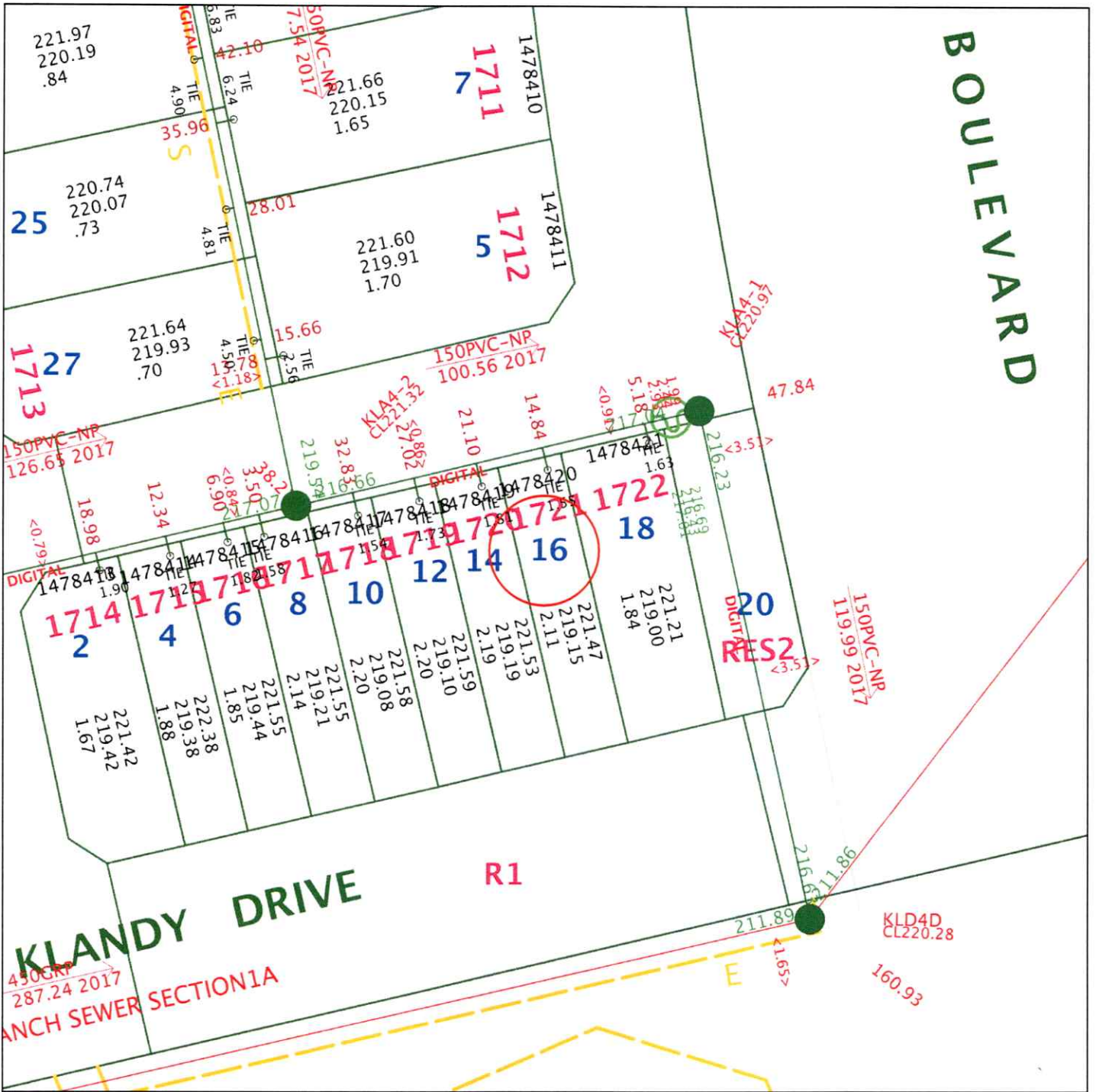
| | | | |
|-------|------------|---|---|
| Date | 13/08/2020 |  |  Yarra Valley Water ABN 93 066 902 501 |
| Scale | 1:500 | | |

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

Yarra Valley Water Application ID: 461003

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

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



Yarra Valley Water Address 16 KALES COURT KALKALLO 3064

Build Over Plan Reference: Plan F

Driveways and paving

| | |
|-------|------------|
| Date | 13/08/2020 |
| Scale | 1:500 |

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

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 461003

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

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

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

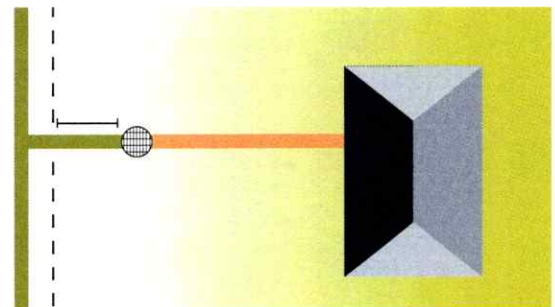


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O.), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

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

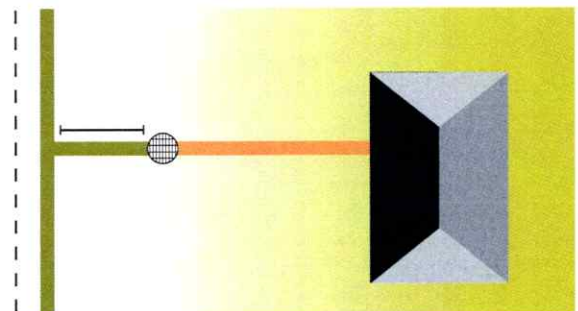
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

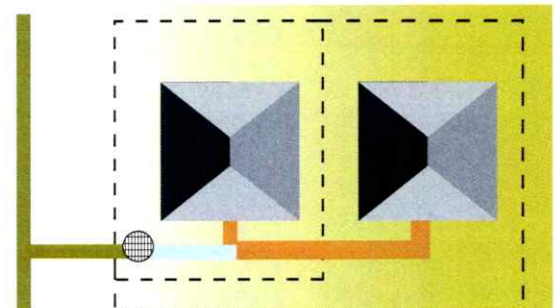
Sewer connection point where the sewer main is **inside** the property.

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



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



KEY

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Panther Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357481

NO PROPOSALS. As at the 1th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

91 KLANDY DRIVE, KALKALLO 3064
CITY OF HUME

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: 1th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76641646 - 76641646155043 '357481'

LOTSEARCH REFERENCE

LS080684 PS

REPORT DATE

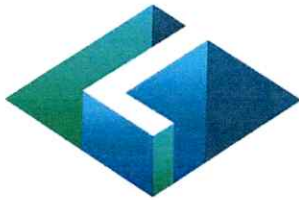
01 May 2025 15:58:27

CLIENT ID

161218451

ADDRESS91 KLANDY DRIVE, KALKALLO VIC
3064**COUNCIL**

Hume City

**LOTSEARCH**
Spatial Intelligence | Mapping Risk**LOT/PLAN**

Lot 1721, PS746832

EPA Priority Sites Register Plus+**Disclaimer:**

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



EPA Priority Sites Register Plus+



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.



1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.



2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.



4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- Be informed of potential contamination issues - this search simplifies access to government information sources
- Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions
- Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence
- Be aware of potential problems from neighbouring properties - contamination ignores property boundaries

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches
- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies **ALGA**, **ACLCA** & **EIANZ**.

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Site Map

91 KLANDY DRIVE, KALKALLO VIC 3064

LOTSEARCH REFERENCE




LS080684 PS

REPORT DATE

01 May 2025



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





Search Results

ADDRESS
91 KLANDY DRIVE, KALKALLO
VIC 3064

The following table contains records that were identified specifically for your property, or areas or features covering your property:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|--|-------------------|------|----------|----------|--------------|--------|-----------|
| | No records for your property were identified | | | | | | | |

The following table contains records that were identified in the surrounding search area:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
| | No records were identified | | | | | | | |

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
| | No records were identified | | | | | | | |



Data Sources

The results in this report are based upon the following datasets only:

| Dataset Name | Data Source | Lotsearch Update Date |
|--|---|-----------------------|
| Current EPA Priority Sites | Environment Protection Authority Victoria | 29/04/2025 |
| EPA Site Management Orders | Environment Protection Authority Victoria | 28/04/2025 |
| EPA Register of Permissions | Environment Protection Authority Victoria | 28/03/2025 |
| EPA Preliminary Risk Screening Assessments | Environment Protection Authority Victoria | 28/04/2025 |
| EPA Environmental Audit Reports | Environment Protection Authority Victoria | 28/04/2025 |
| EPA PFAS Site Investigations | Environment Protection Authority Victoria | 28/04/2025 |
| EPA Groundwater Zones with Restricted Uses | Environment Protection Authority Victoria | 22/04/2025 |
| EPA Victorian Landfill Register | Environment Protection Authority Victoria | 20/02/2025 |

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Hume City
<http://www.hume.vic.gov.au>
contactus@hume.vic.gov.au
(03) 9205 2200

[Click for USE OF REPORT - APPLICABLE TERMS](#)

Property Clearance Certificate

Land Tax



INFOTRACK / PANTHER CONVEYANCING

Your Reference: GRIFFITHS J

Certificate No: 90060288

Issue Date: 02 MAY 2025

Enquiries: PXS9

Land Address: 91 KLANDY DRIVE KALKALLO VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 47522443 | 1721 | 746832 | 12228 | 134 | \$0.00 |

Vendor: JAKKI-ANNE GRIFFITHS

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|-------------------------|-------------------------|------------------|------------------|--------|
| MS JAKKI-ANNE GRIFFITHS | 2025 | \$152,500 | \$0.00 | \$0.00 |

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

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

| | |
|---|------------------|
| CAPITAL IMPROVED VALUE (CIV): | \$530,000 |
| SITE VALUE (SV): | \$152,500 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$0.00 |

Notes to Certificate - Land Tax

Certificate No: 90060288

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$152,500

Calculated as \$975 plus (\$152,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,300.00

Taxable Value = \$530,000

Calculated as \$530,000 multiplied by 1.000%.

Land Tax - Payment Options

| |
|---|
| BPAY  Billers Code: 5249 Ref: 90060288 |
| Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au |

| |
|--|
| CARD  Ref: 90060288 |
| Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax |

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PANTHER CONVEYANCING

Your Reference: Griffiths J

Certificate No: 90060288

Issue Date: 02 MAY 2025

Enquires: PXS9

Land Address: 91 KLANDY DRIVE KALKALLO VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 47522443 | 1721 | 746832 | 12228 | 134 | \$0.00 |

| AVPCC | Date of entry into reform | Entry Interest | Date land becomes CIPT taxable land | Comment |
|-------|---------------------------|----------------|-------------------------------------|--|
| 120 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

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

Paul Broderick
Commissioner of State Revenue

| | |
|-------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$530,000 |
| SITE VALUE: | \$152,500 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90060288

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PANTHER CONVEYANCING

Your Reference: GRIFFITHS J
Certificate No: 90060288
Issue Date: 02 MAY 2025

Land Address: 91 KLANDY DRIVE KALKALLO VIC 3064

| Lot | Plan | Volume | Folio |
|------|--------|--------|-------|
| 1721 | 746832 | 12228 | 134 |

Vendor: JAKKI-ANNE GRIFFITHS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

| |
|--|
| CURRENT WINDFALL GAINS TAX CHARGE: \$0.00 |
|--|

Notes to Certificate - Windfall Gains Tax

Certificate No: 90060288

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

| | | |
|---|--|--|
| <p>BPAY</p>  <p>Billers Code: 416073 Ref: 90060286</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p> | <p>CARD</p>  <p>Ref: 90060286</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p> | <p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|---|--|--|

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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