SIMRANJEET SINGH AND AMANPREET KAUR

VENDOR

CONTRACT OF SALE OF REAL ESTATE

Property: 7 Vinorosso Street, Wollert VIC

BLUESTONE
CONVEYANCING

23 Meelup Rise Wollert 3750
Email: Info@bluestoneconveyancing.com.au
Tel: 0466187317
Ref: AG:86306

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Contract of sale of land

Property: 7 Vinorosso Street, Wollert VIC 3750

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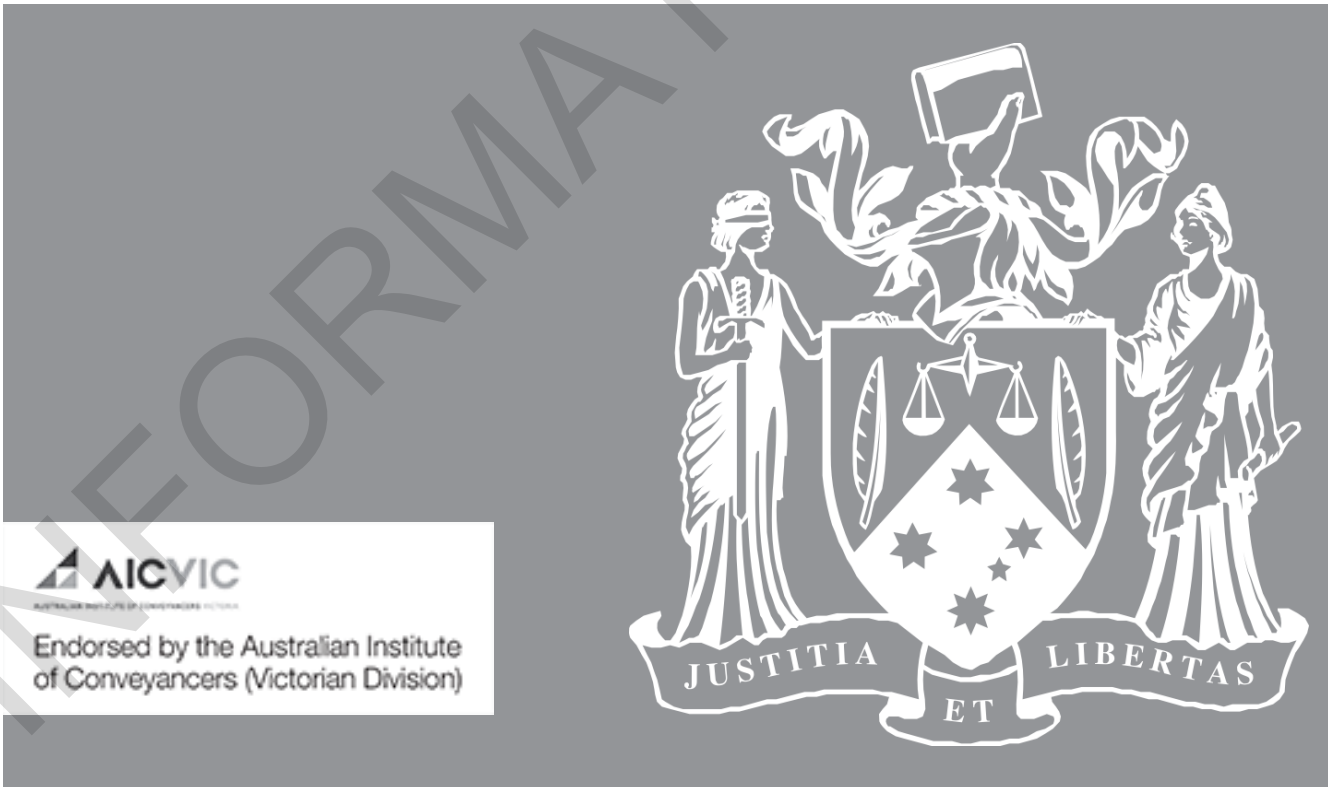

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../……/2025

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

State nature of authority, if applicable: .....

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

SIGNED BY THE VENDOR: .....

..... on ...../……/2025

Print names(s) of person(s) signing: **Simranjeet Singh and Amanpreet Kaur**

State nature of authority, if applicable: .....

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob: Fax: Ref: Sherry Singh

Vendor

Name: Simranjeet Singh and Amanpreet Kaur

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Bluestone Conveyancing

Address: 23 Meelup Rise, Wollert VIC 3750

Email: gill.amar@bluestoneconveyancing.com.au

Tel: 0466187317 Mob: Fax: Ref: 86306

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12363	Folio	676	222	PS 810966

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

The land includes all improvements and fixtures.

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Property address

The address of the land is: 7 Vinorosso Street, Wollert VIC 3750

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

All fixtures and fittings of a permanent nature

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box

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is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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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.

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SPECIAL CONDITIONS

01 PLANNING AND RESTRICTIONS

The Purchaser buys the Property subject to:

a) Any laws affecting the property.
b) Any restrictions or condition affecting or imposed on the property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval, or agreement)
c) The applicable planning scheme and any other relevant planning controls.

02 CONDITION OF PROPERTY

The purchaser acknowledges and agrees that:

a) The purchaser has purchased the property based on purchaser's own enquiries and inspection.
b) The purchaser is satisfied in all respects as to the nature, quality, and state of repair of the property and the purposes for which the property may be lawfully used and any restrictions or prohibitions on its development.
c) The property is sold and accepted by the purchaser subject to all improvements, faults and defects (latent or patent) and in its present state of repair, condition, dilapidation, and infestation.
d) The Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Property.
e) Any improvements on the land may be subject to or require compliance with any local or building regulations. Purchaser must rely on their own enquiries and inspection.

03 SOLAR PANELS

The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, the parties agree as follows:

a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser.
b) The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purpose in which they are installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

04 ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements, and agreements between the parties, whether oral or in writing, in connection with the subject matter of this contract. In event of a dispute between the parties, vendor special conditions will take preference over any other conditions.

05 TIMING

It is hereby agreed that any requests, emails or acts accomplished after 5:00 pm as part of this contract are deemed to have taken place on the next business day.

06 AUCTION

If the property is offered for Sale by Auction, below conditions will override any other condition of the contract:

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a) The sale is subject to Vendor's reserve price. The rules for the conduct of the auction shall be set out in schedule 1 of the Sale of Land (Public Auctions) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.
b) The deposit payable under the contract will be due straight away unless agreed in writing with the Vendor or Vendor's Agent.
c) General Conditions 20, 21 and 22 do not apply to this contract.

07 AMENDMENTS TO GENERAL CONDITION

a) General Condition 12, 31.4, 31.5, 31.6 does not apply to this contract
b) General Condition 33 is amended to replace 2% with 4%.
c) General Condition 20.2(c) is amended to add the words "from the Lender" after "rejection or non-approval of the loan".
d) General Condition 14.1(d) is added: Purchaser must pay the full deposit within 14 days of the contract signing unless particulars of sale have been updated with a deposit due date.
e) General Condition 14.1(e) is added: Purchaser must pay an initial deposit equivalent to 0.2% of the sale price upon signing the contract, unless particulars of sale have been updated with a different amount.

08 ADJUSTMENTS

a) Adjustments must be prepared on behalf of the Purchaser and provided to the Vendor representative at least 3 business days prior to the due date of the settlement, along with all valid information statements used for preparing the adjustments.
b) If adjustments are not received 3 business days prior to the due date, the Purchaser shall pay the Vendors rep $150.00 on an indemnity basis for the breach of SC 8(a).
c) Vendor representative will add cheque directions in PEXA once they are approved by the Vendor. Purchaser representative must not add any payment direction for the Vendor unless approved by the Vendor.
d) The parties accept the adjustments as approved and no claim will be available for further amendments or payments after the settlement.

09 FAILURE TO SETTLE

If the Purchaser fails to settle at the time and place scheduled for the settlement, the Purchaser will be in default of the contract and shall pay the Vendors rep $250.00 plus GST for each and every rescheduled settlement. Such additional amount or amounts are to be paid by way of adjustments at the settlement. All expenses incurred by the Vendor as a result of such breach shall also be payable.

10 GUARANTEE AND INDEMNITY

If the Purchaser of this property is a company, The purchaser agrees:

a) The directors of the company must sign the guarantee and indemnity form attached within 7 days of the day of sale.
b) To provide a company search report showing all directors.
c) Any person who signs the contract will be personally responsible to comply with the terms and conditions of this contract.
d) In event of a nomination to a company, the nominee is required to comply with SC 10 before a nomination can be approved.

11 PURCHASER ACKNOWLEDGEMENT

By signing this contract, purchaser agrees to be bound with the Special Conditions of this Contract. Purchaser further acknowledges that they have done their own due diligence on whether this property is suitable for their use and have not relied on any representations made by anyone.

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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.

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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.

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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.

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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:

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(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.

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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;

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(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.

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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

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(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

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(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.

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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.

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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.

INFORMATION ONLY
7 ATHOROSS STREET WOLLERT VIC 3750

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GUARANTEE and INDEMNITY

I/We, ……. of
……

and……. of
……

being the **Sole Director** / **Directors** of ……. of
…… (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: -

(f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(h) by time given to the Purchaser for any such payment performance or observance;
(i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(j) 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 ...……..... 2022

SIGNED by the said)
)
Print Name:)
……. …….
Director (Sign)

in the presence of:)
)
Witness:)
…….

INFORMATION ONLY

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: **The Purchaser**

From: Simranjeet Singh and Amanpreet Kaur, 7 Vinorosso Street, Wollert VIC 3750

Property Address: 7 Vinorosso Street, Wollert VIC 3750

Lot: 222 Plan of subdivision: 810966

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 11.06.2025

Signed on behalf of the Vendor: *Bluestone Conveyancing*

INFORMATION ONLY

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

OR

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

[*One of these alternatives must be deleted]

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

INFORMATION ONLY

SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.

   One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.

   Only the auctioneer can make a bid for the other vendor.

2. The auctioneer may refuse any bid.

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

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

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

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

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

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

INFORMATION ONLY

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

   One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

   Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

2. The auctioneer may refuse any bid.

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

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

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

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

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

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

INFORMATION ONLY

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.

   Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

   The auctioneer cannot make a bid at this auction.

2. The auctioneer may refuse any bid.

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

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

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

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

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

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

INFORMATION ONLY

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

INFORMATION ONLY

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

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- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

The cooling off period does not apply to public auctions of land

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

INFORMATION ONLY

What law applies

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

INFORMATION ONLY

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	7 VINOROSSO STREET, WOLLERT VIC 3750

Vendor's name	Simranjeet Singh	Date 13/06/2025
Vendor's signature	Simranjeet Singh Simranjeet Singh (Jun 13, 2025 17:05 GMT+9.5)	
Vendor's name	Amanpreet Kaur	Date 13/06/2025
Vendor's signature	Amanpreet kaur Amanpreet kaur (Jun 13, 2025 17:46 GMT+10)	

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

INFORMATION ONLY

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $4,500.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

INFORMATION ONLY

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

☒ Are as follows
None as to the Vendors knowledge. The Vendor has no means of knowing all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

INFORMATION ONLY

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

INFORMATION ONLY

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

As attached

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

INFORMATION ONLY

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.

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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.

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

VOLUME 12363 FOLIO 676 Security no : 124125253755S
Produced 11/06/2025 09:42 PM

LAND DESCRIPTION

Lot 222 on Plan of Subdivision 810966N.
PARENT TITLE Volume 12332 Folio 114
Created by instrument PS810966N 16/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
AMANPREET KAUR
SIMRANJEET SINGH both of 7 VINOROSSO STREET WOLLERT VIC 3750
AV706641V 06/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV706642T 06/06/2022
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS810966N 16/03/2022

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

DIAGRAM LOCATION

SEE PS810966N 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: 7 VINOROSSO STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 06/06/2022

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1 | PS 810966N

LOCATION OF LAND

PARISH: WOLLERT
TOWNSHIP:
SECTION: 17
CROWN ALLOTMENT:
CROWN PORTION: 2 (PART)
TITLE REFERENCE: VOL. 12332 FOL. 114

LAST PLAN REFERENCE: LOT B ON PS807613S
POSTAL ADDRESS: (at time of subdivision) 260 CRAIGIEBURN ROAD WOLLERT VIC 3750

MGA CO-ORDINATES: (of approx centre of land in plan) E: 323 750 N: 5 836 500 ZONE:55

Council Name: Whittlesea City Council

Council Reference Number: 609916
Planning Permit Reference: 716763
SPEAR Reference Number: S131740P

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 28/09/2020

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

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: Angela Cuschieri for Whittlesea City Council on 09/03/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	WHITTLESEA CITY COUNCIL
RESERVE No.1	AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118

NOTATIONS

LOTS 1 TO 200, A & B (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOT D) - 5.400ha

TANGENT POINTS ARE SHOWN THUS:

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	E186571	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	DRAINAGE SEWERAGE	3 3	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5	DRAINAGE	2	PS807613S	WHITTLESEA CITY COUNCIL

STONEFIELDS - 2
67 LOTS & BALANCE LOTS C & D

LICENSED SURVEYOR: ANDREW J. REAY

Lyssna
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Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

DATE: 07/03/22 REFERENCE: AA0037
DRAWING: SU02AR DRAWN BY: AR

ORIGINAL SHEET SIZE: A3
SHEET 1 OF 7

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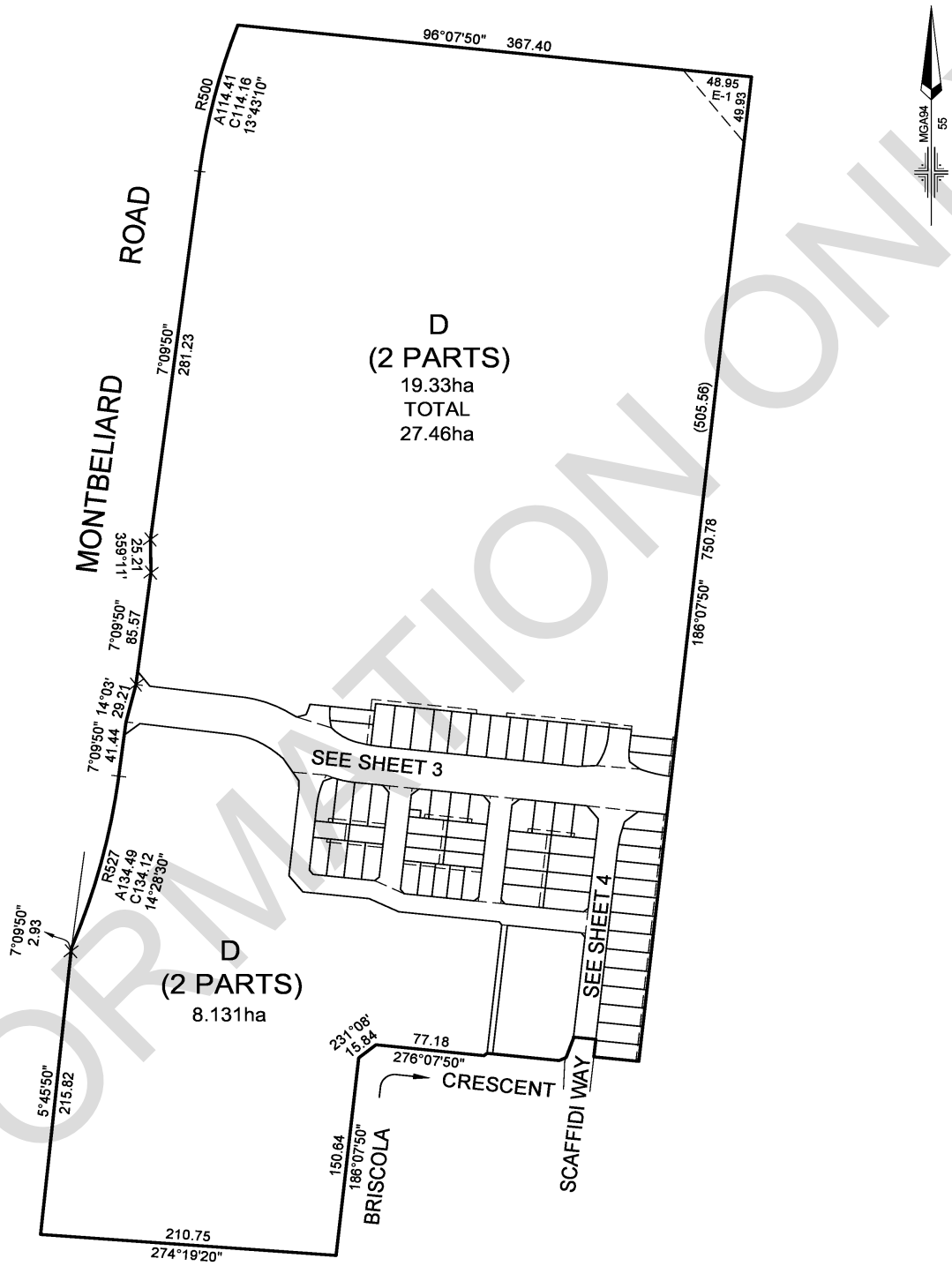
PLAN REGISTERED
TIME: 5.01pm DATE: 16/3/2022
A.R.T.
Assistant Registrar of Titles

INFORMATION ONLY

PLAN OF SUBDIVISION

PS 810966N



INFORMATION ONLY

STONEFIELDS - 2

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LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:3000

0 30 60 90 120
LENGTHS ARE IN METRES

DATE: 07/03/22 REFERENCE: AA0037
DRAWING: SU02AR DRAWN BY: AR

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SHEET 2

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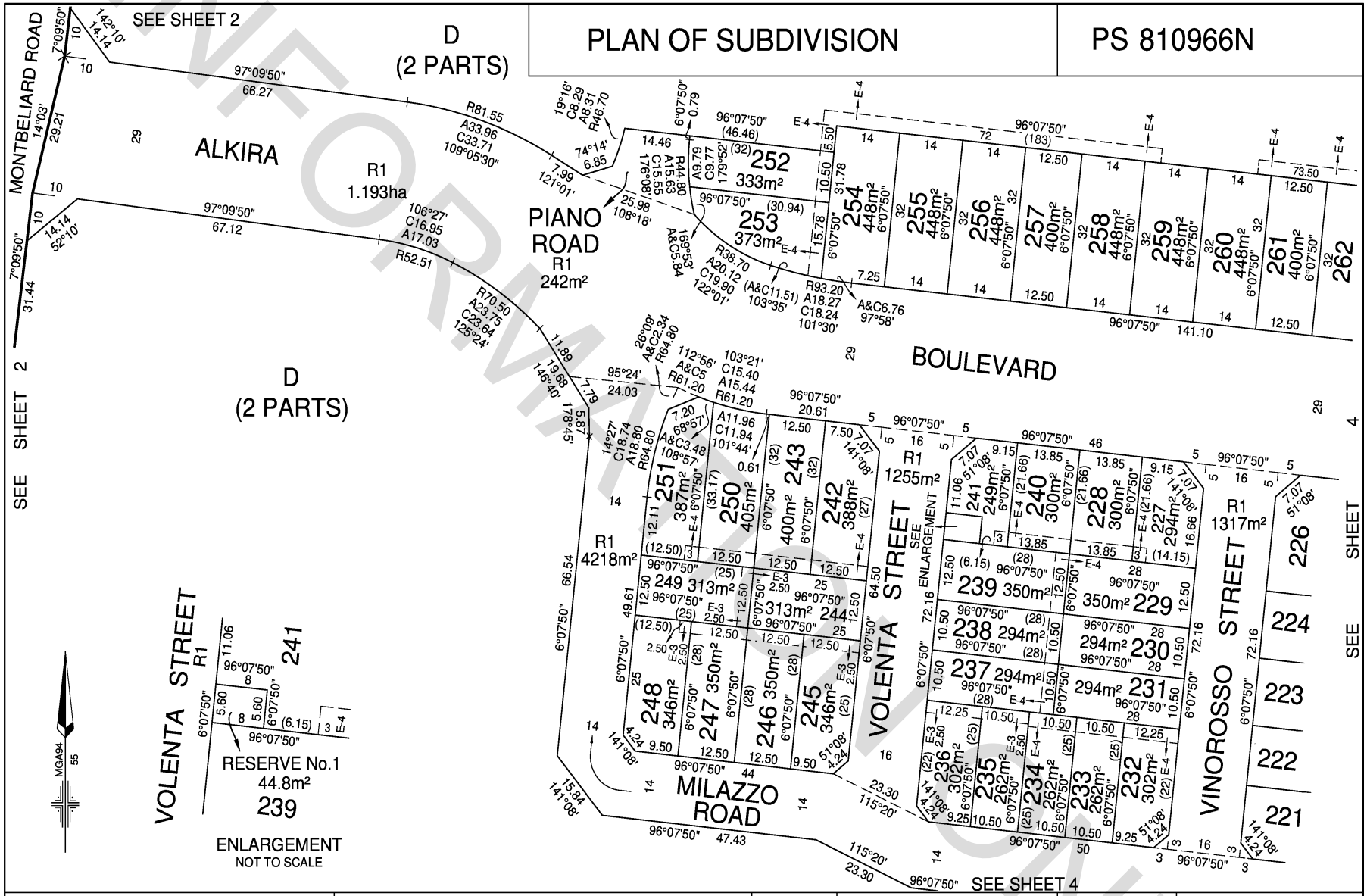
Delivered by LANDATA®, timestamp 11/06/2025 21:43 Page 3 of 7

PLAN OF SUBDIVISION

PS 810966N



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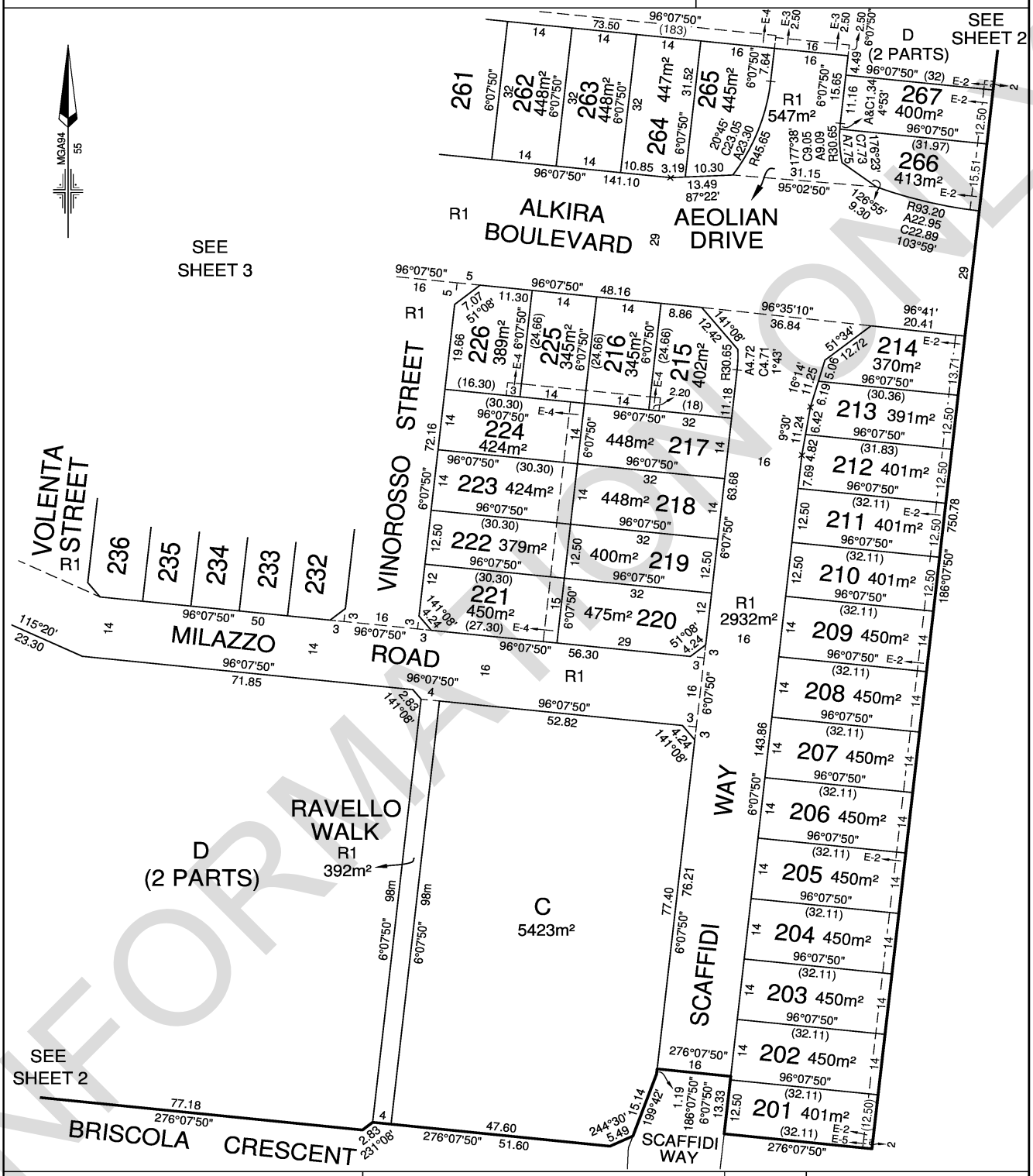
LyssnaGroup.com

STONEFIELDS - 2	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
LICENSED SURVEYOR: ANDREW J. REAY			SHEET 3
DATE: 07/03/22 REFERENCE: AA0037	Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S131740P		Digitally signed by: Whittlesea City Council, 09/03/2022, SPEAR Ref: S131740P
DRAWING: SU02AR DRAWN BY: AR			

INFORMATION ONLY

PLAN OF SUBDIVISION

PS 810966N



STONEFIELDS - 2

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Suite 3, 102 Dodds Street
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LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:800

0 8 16 24 32
LENGTHS ARE IN METRES

DATE: 07/03/22 REFERENCE: AA0037
DRAWING: SU02AR DRAWN BY: AR

ORIGINAL SHEET SIZE: A3
SHEET 4

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INFORMATION ONLY

PLAN OF SUBDIVISION

PS 810966N

CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 201-226, 228, 229, 232, 236, 239, 240 & 242-267 (all inclusive) on the Plan of Subdivision

Benefited Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

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

(a) build or allow to be built on the Lot any dwelling
- i. with a setback distance less than 4m from the front boundary;
- ii. with a floor area less than 140m² excluding any verandahs and garage;
- iii. which is a transportable home or a kit home;
- iv. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.

(b) build or allow to be built on the Lot a garage
- i. which is set back less than 800mm from the front wall of the dwelling;
- ii. other than a double car garage when the Lot's frontage is equal to or greater than 12.5 metres;
- iii. other than a single car garage (as a minimum) with an additional area available on the lot to park a second car when the Lot's frontage is less than 12.5 metres;
- iv. which is constructed out of different building material to the dwelling;
- v. with roller doors;
- vi. with doors other than a sectional overhead door, panel lift door or a tilt door;
- vii. with doors which are not complementary to the external colour scheme of the dwelling.

(c) build or allow to be built or remain on the Lot
- i. more or less than one private house dwelling per Lot;
- ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
- iii. solar panels that can be seen from the street frontage of that Lot;
- iv. solar panels which are installed in locations other than the side or rear of the dwelling;
- v. front fencing;
- vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
- vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
- viii. a carport.

(d) build or allow to be built on the Lot any roof
- i. with a roof pitch less than 22 degrees;
- ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

(e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

The restrictions (a), (b), (c) and (d) shall expire after the issuance of an occupancy certificate.

CREATION OF RESTRICTION "B"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor or Yarra Valley Water and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not build or allow to be built on the Lot any dwelling, construction or landscaping which does not provide a 1.0m clear horizontal access corridor along the full length of a minimum one side boundary of the Lot for the purposes of access for Yarra Valley Water to Sewer Assets located along the rear boundary of the lot.

INFORMATION ONLY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE:	07/03/22	REFERENCE:	AA0037	ORIGINAL SHEET SIZE: A3
DRAWING:	SU02AR	DRAWN BY:	AR	SHEET 5

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PLAN OF SUBDIVISION

PS 810966N

CREATION OF RESTRICTION "C"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

(a) build or allow to be built on the Lot which has an area greater than 300sqm in size a garage
- i. which is set back less than 5m from the front boundary;
- ii. other than a single garage where access is proposed from the front of the lot and the lot frontage is a width of 10m or less.

(b) build or allow to be built any dwelling on a Lot presenting sideage directly adjoining any form of open space, unless;
- i. the development consists of a double storey dwelling;
- ii. the development includes passive surveillance features such as large windows and/or balconies at the first storey level overlooking the adjoining open space.
- iii. any fencing of the front yard adjoining the open space is feature-style, with a minimum 25% transparency and has a maximum height of 1.5 metres.

(c) build or allow to be built on the Lot any dwelling which does not incorporate dual plumbing for the use of recycled water in toilet flushing and gardening watering.

(d) build or allow to be built a side wall of the first level of any dwelling on a corner lot which has an area greater than 300sqm in size unless the setback is greater than 900mm from the ground level wall that faces a side street.

CREATION OF RESTRICTION "D"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lot 'C' on the Plan of Subdivision

Benefited Land: Lots 201 to 267 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on this plan must not construct any dwellings which do not provide an active frontage to the Heritage Lot to the satisfaction of the Responsible Authority.

INFORMATION ONLY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE:	07/03/22	REFERENCE:	AA0037	ORIGINAL SHEET SIZE: A3
DRAWING:	SU02AR	DRAWN BY:	AR	SHEET 6

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PLAN OF SUBDIVISION

PS 810966N

CREATION OF RESTRICTION "E"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Table of land burdened and land benefited

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
227	228, 229
230	229, 231, 238
231	230, 232, 233, 234, 237
233	231, 232, 234
234	231, 233, 235, 237

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
235	234, 236, 237
237	231, 234, 235, 236, 238
238	230, 237, 239
241	239, 240

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table as a lot subject to the 'Small Lot Housing Code' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

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

(a) build or allow to be built on the Lot any dwelling
- i. which is a transportable home or a kit home;
- ii. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.

(b) build or allow to be built on the Lot a garage
- i. which is constructed out of different building material to the dwelling;
- ii. with roller doors;
- iii. with doors other than a sectional overhead door, panel lift door or a tilt door;
- iv. with doors which are not complementary to the external colour scheme of the dwelling.

(c) build or allow to be built or remain on the Lot
- i. more or less than one private house dwelling per Lot;
- ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
- iii. solar panels that can be seen from the street frontage of that Lot;
- iv. solar panels which are installed in locations other than the side or rear of the dwelling;
- v. front fencing;
- vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
- vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
- viii. a carport.

(d) build or allow to be built on the Lot any roof
- i. with a roof pitch less than 22 degrees;
- ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

(e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

The restrictions (a), (b), (c) and (d) shall expire after the issuance of an occupancy certificate.

INFORMATION ONLY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE:	07/03/22	REFERENCE:	AA0037	ORIGINAL SHEET SIZE: A3
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PROPERTY REPORT

Energy, Environment and Climate Action

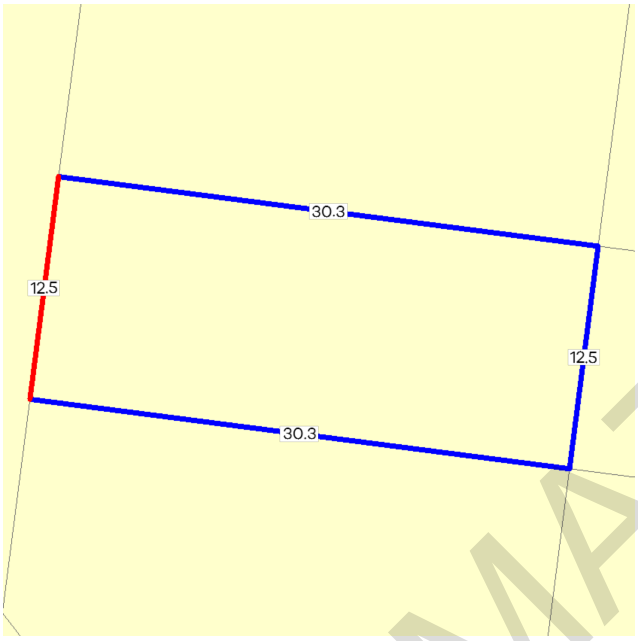
From www.land.vic.gov.au at 10 June 2025 08:58 PM

PROPERTY DETAILS

Address:	**7 VINOROSSO STREET WOLLERT 3750**
Lot and Plan Number:	**Lot 222 PS810966**
Standard Parcel Identifier (SPI):	**222\PS810966**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**1161355**
Directory Reference:	**Melway 388 G10**

SITE DIMENSIONS

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



Area: 379 sq. m
Perimeter: 86 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can 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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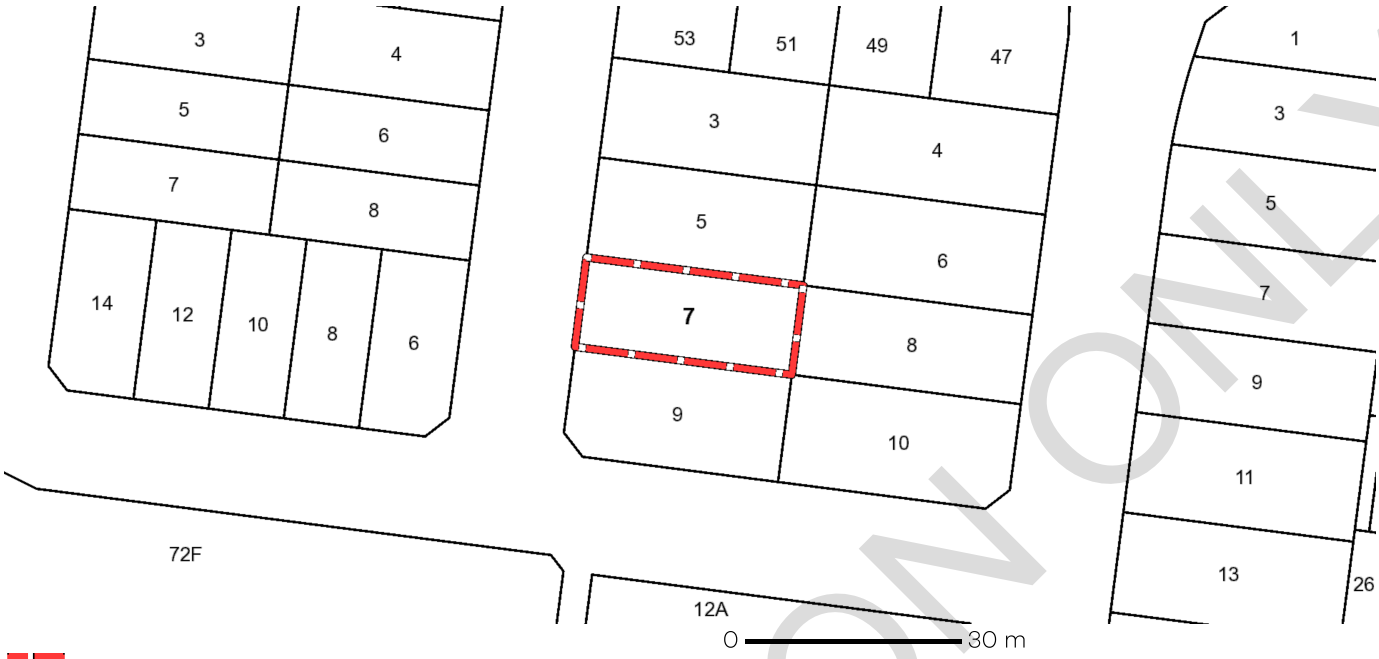
PROPERTY REPORT

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 10 June 2025 08:59 PM

PROPERTY DETAILS

Address:	**7 VINOROSSO STREET WOLLERT 3750**	
Lot and Plan Number:	**Lot 222 PS810966**	
Standard Parcel Identifier (SPI):	**222\PS810966**	
Local Government Area (Council):	**WHITTLESEA**	www.whittlesea.vic.gov.au
Council Property Number:	**1161355**	
Planning Scheme:	**Whittlesea**	Planning Scheme - Whittlesea
Directory Reference:	**Melway 388 G10**	

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

View location in VicPlan

Note

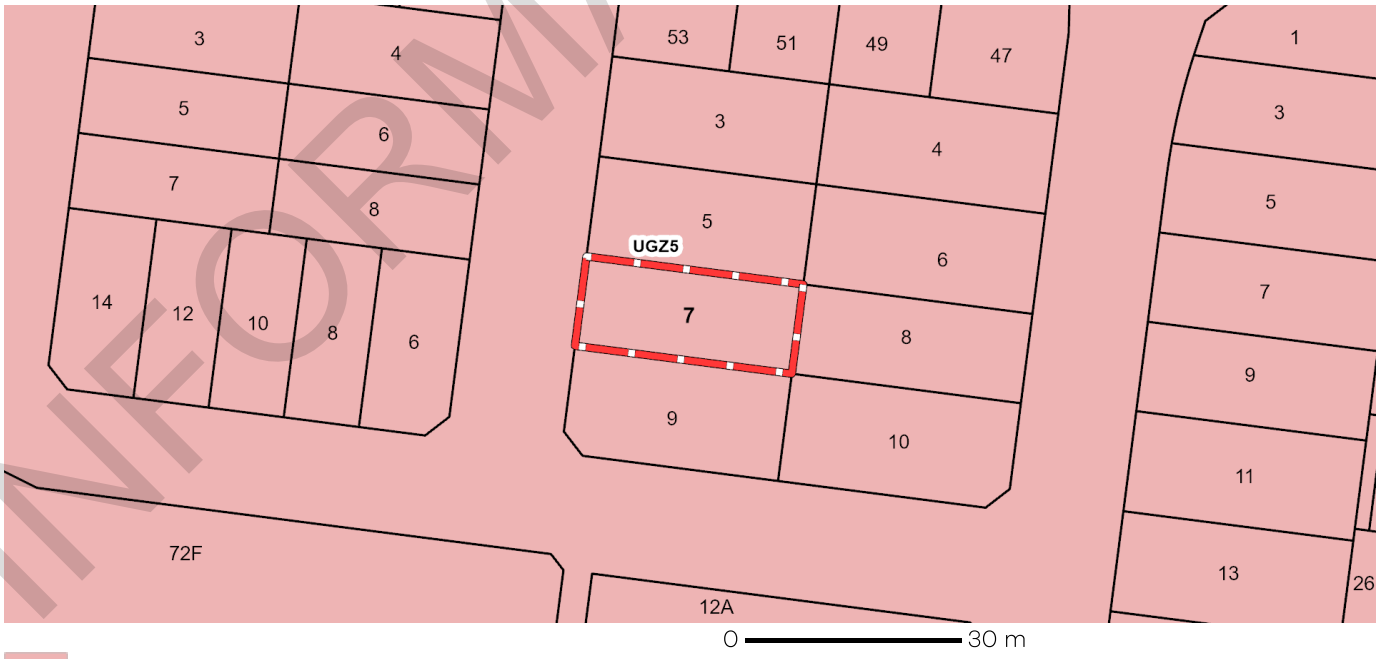
This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)



UGZ - Urban Growth

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

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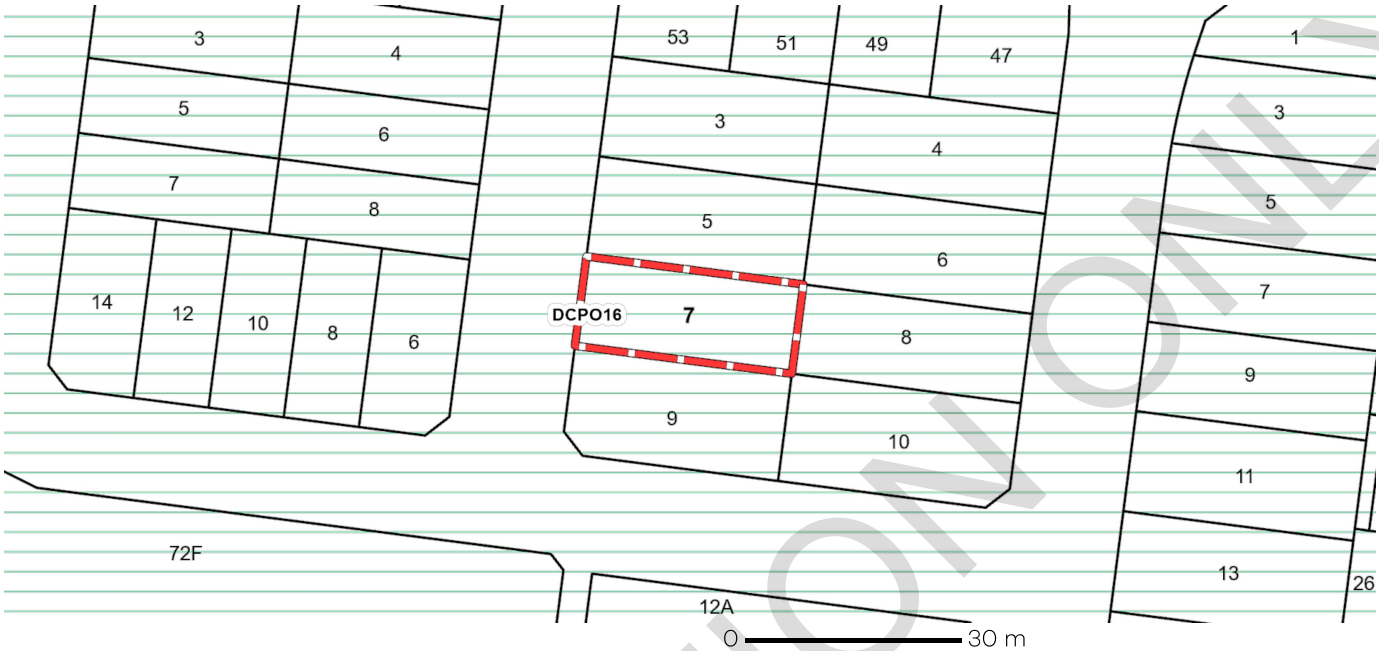
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)



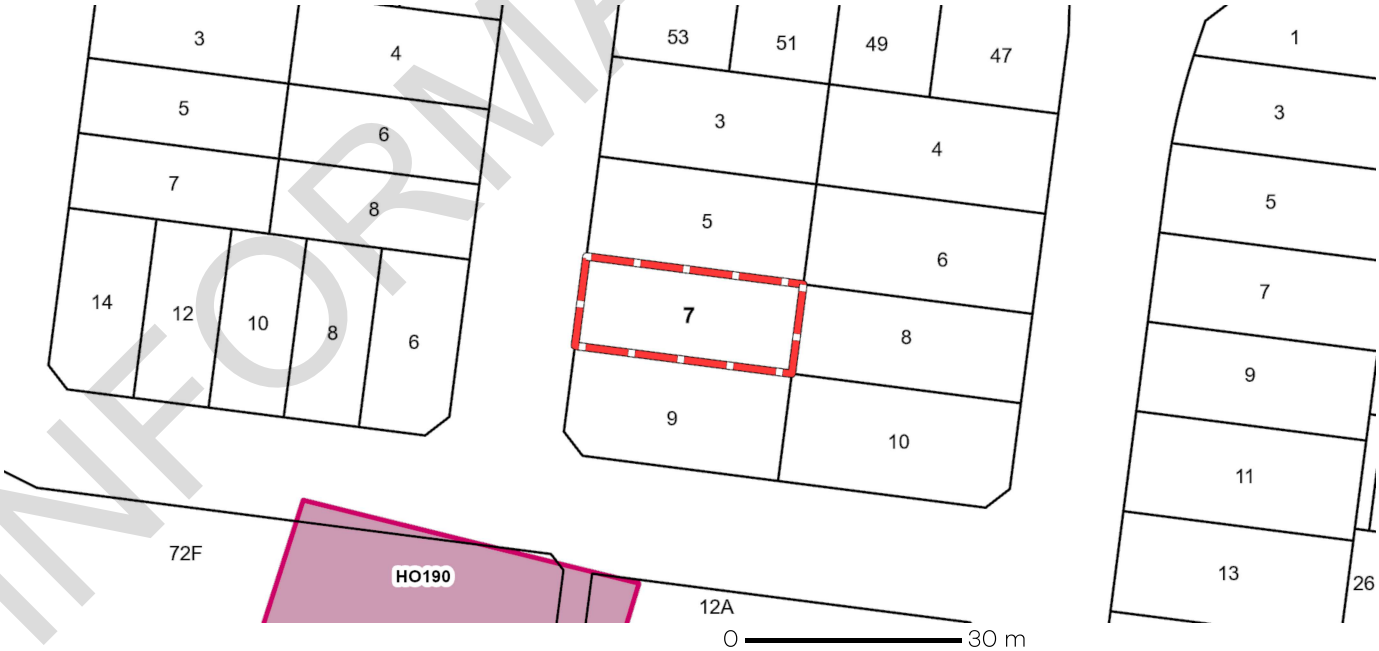
DCPO - Development Contributions Plan Overlay

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

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

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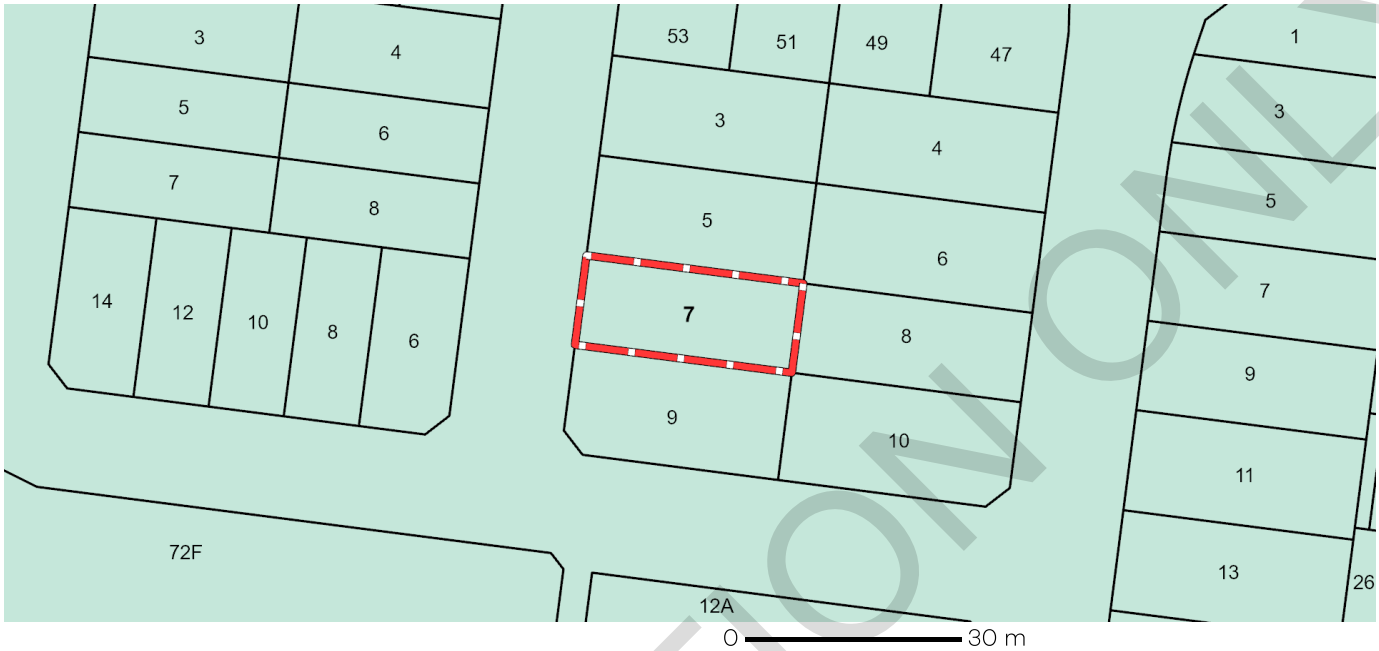
PLANNING PROPERTY REPORT

Department of Transport and Planning

Growth Area Infrastructure Contribution

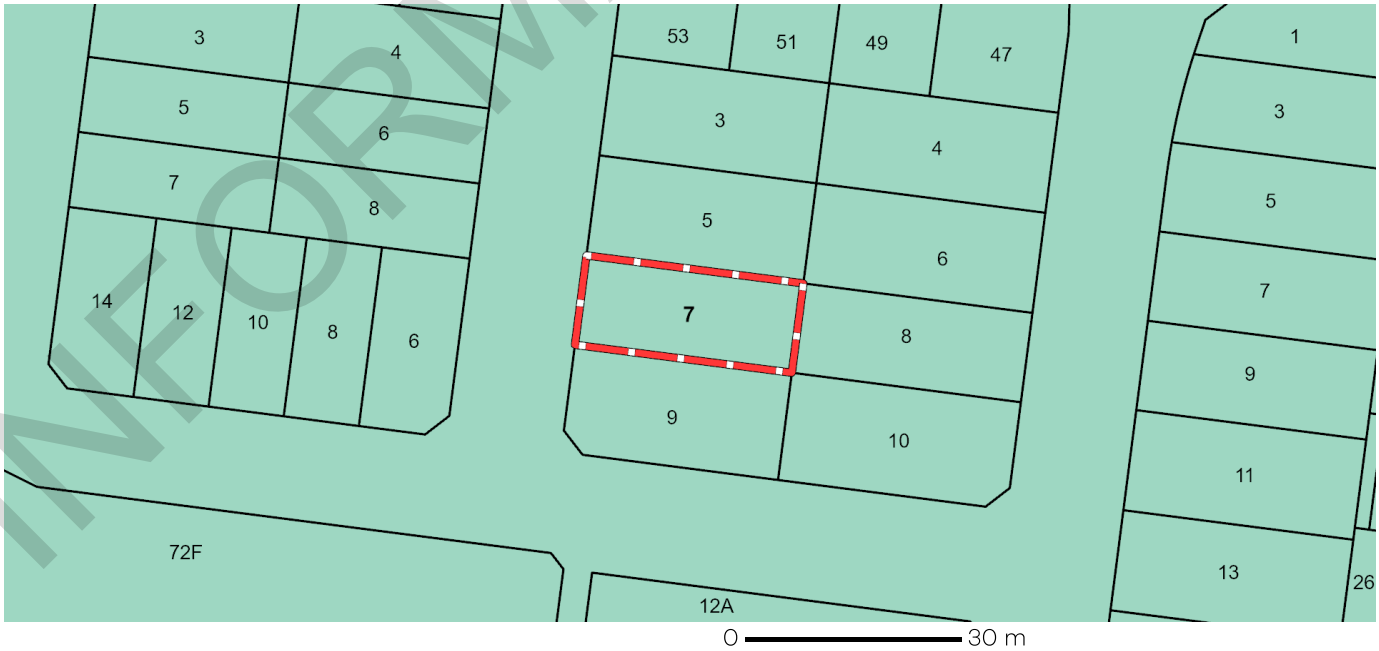
This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Melbourne Strategic Assessment

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



Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 05 June 2025.

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

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

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

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

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

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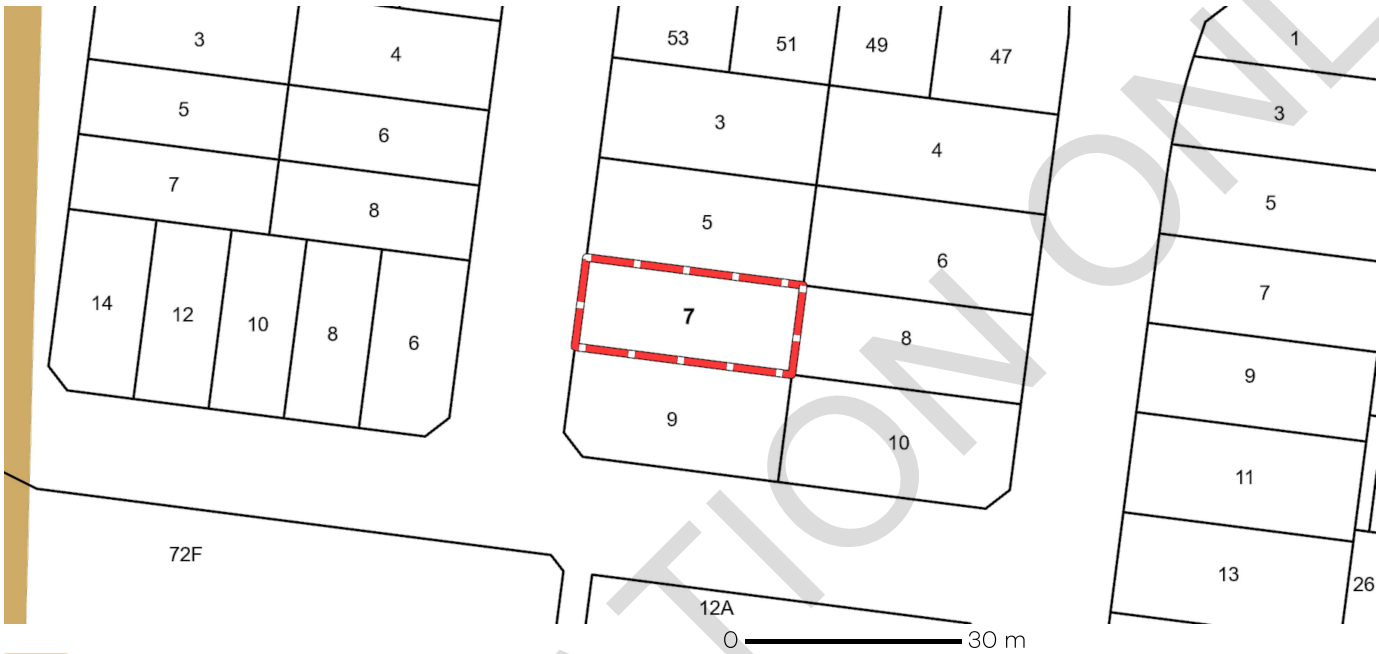
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

INFORMATION ONLY

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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

11th June 2025

BLUESTONE CONVEYANCING

Dear BLUESTONE CONVEYANCING,

RE: Application for Water Information Statement

Property Address:	7 VINOROSSO STREET WOLLERT 3750
Applicant	BLUESTONE CONVEYANCING
Information Statement	30947325
Conveyancing Account Number	3225609677
Your Reference	86306

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

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Yarra Valley Water Property Information Statement

Property Address	7 VINOROSSO STREET WOLLERT 3750

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 but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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.

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yvw.com.au

Melbourne Water Property Information Statement

Property Address	7 VINOROSSO STREET WOLLERT 3750

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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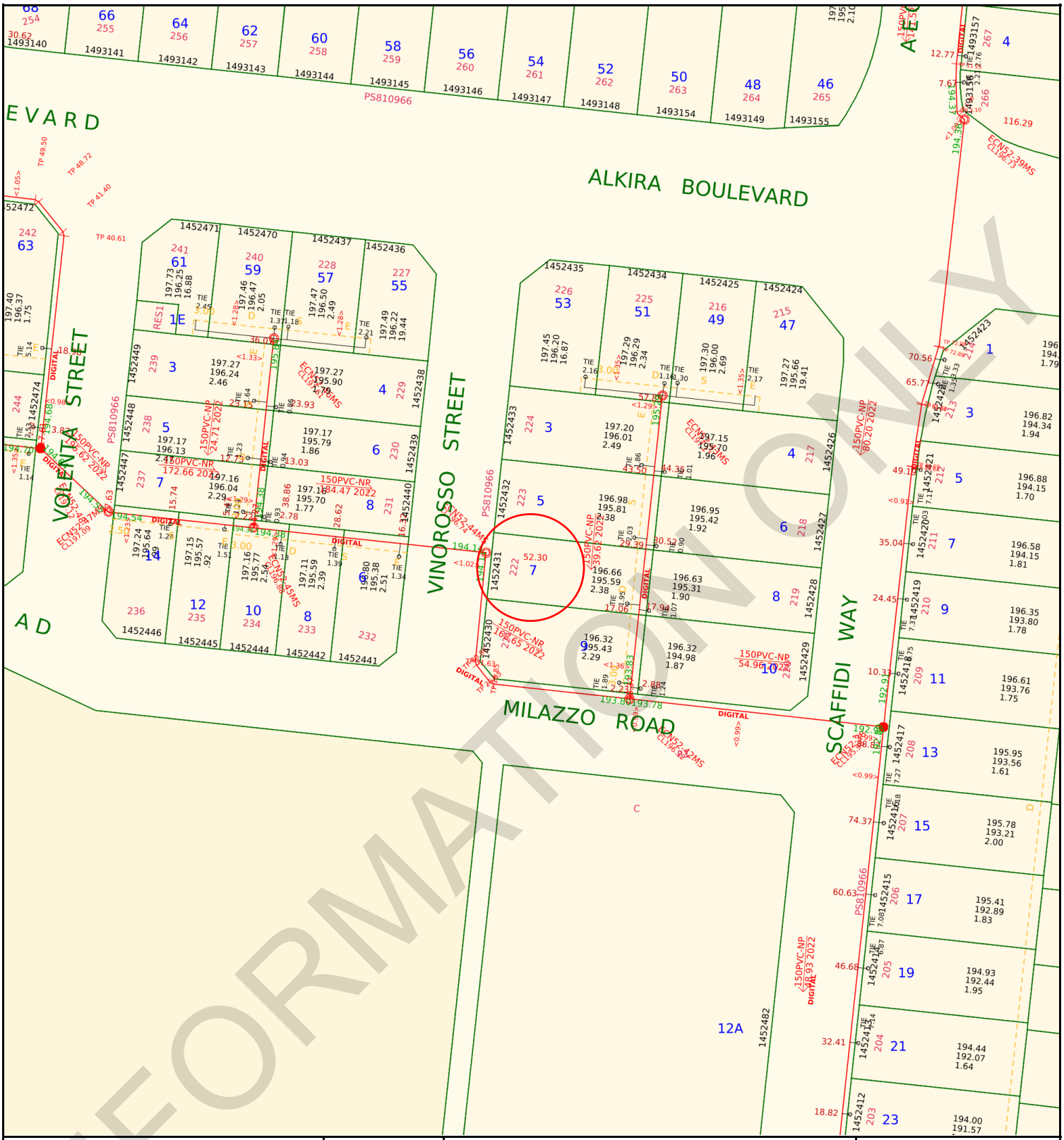


INFORMATION ONLY

Yarra Valley Water

Information Statement Number: 30947325

Address	7 VINOROSSO STREET WOLLERT 3750
Date	11/06/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

21st June 2022

Application ID: 549118

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	1452431

Specific conditions affecting encumbrances on property:

Recycled Water

INFORMATION ONLY

Conditions of Connection Details

GENERAL

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

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

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

INFORMATION ONLY

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 tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley 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.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.
Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.
Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.
Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

INFORMATION ONLY

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.

INFORMATION ONLY

- 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.**

INFORMATION ONLY

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.

INFORMATION ONLY

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 if 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

INFORMATION ONLY

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:

INFORMATION ONLY

(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.

INFORMATION ONLY

(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 ¾" 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

INFORMATION ONLY

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: • 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)

INFORMATION ONLY

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

INFORMATION ONLY

(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.

INFORMATION ONLY

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.

INFORMATION ONLY

10.3. <u>Meters in recycled water areas can only be moved by Yarra Valley Water</u>.

(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 **<u>are moved for free</u>**

(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.

INFORMATION ONLY

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

INFORMATION ONLY

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.

INFORMATION ONLY

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

BLUESTONE CONVEYANCING
info@bluestoneconveyancing.com.au

RATES CERTIFICATE

Account No: 4505058317
Rate Certificate No: 30947325

Date of Issue: 11/06/2025
Your Ref: 86306

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 VINOROSSO ST, WOLLERT VIC 3750	222\PS810966	5206721	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	$20.64	$0.00
Residential Water and Sewer Usage Charge *Step 1 – 38.720000kL x $3.43420000 = $132.97* *Step 2 – 12.280000kL x $4.50590000 = $55.33* Estimated Average Daily Usage $2.14	14-02-2025 to 13-05-2025	$188.30	$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	$118.19	$0.00
Residential Recycled Water Usage Charge *Recycled Water Usage – 16.000000kL x $1.92590000 = $30.81*	14-02-2025 to 13-05-2025	$30.81	$0.00
Parks Fee	01-04-2025 to 30-06-2025	$21.74	$0.00
Drainage Fee	01-04-2025 to 30-06-2025	$30.44	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

INFORMATION ONLY

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.

INFORMATION ONLY

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: 5206721

Address: 7 VINOROSSO ST, WOLLERT VIC 3750

Water Information Statement Number: 30947325

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 45050583178

Amount Paid		**Date Paid**		**Receipt Number**	

INFORMATION ONLY

13th July 2022

Rose Poci
Metricon Homes Pty Ltd (New Market Permits)
care of
newmarketspermits@metricon.com.au

Dear Rose Poci,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	550778
Property Address	7 VINOROSSO STREET WOLLERT 3750
Service Location ID	5206721

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 *
Residential or Habitable Structure • cannot build over any sewer branch and 600mm horizontal clearance is required
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • 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.

INFORMATION ONLY

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,

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

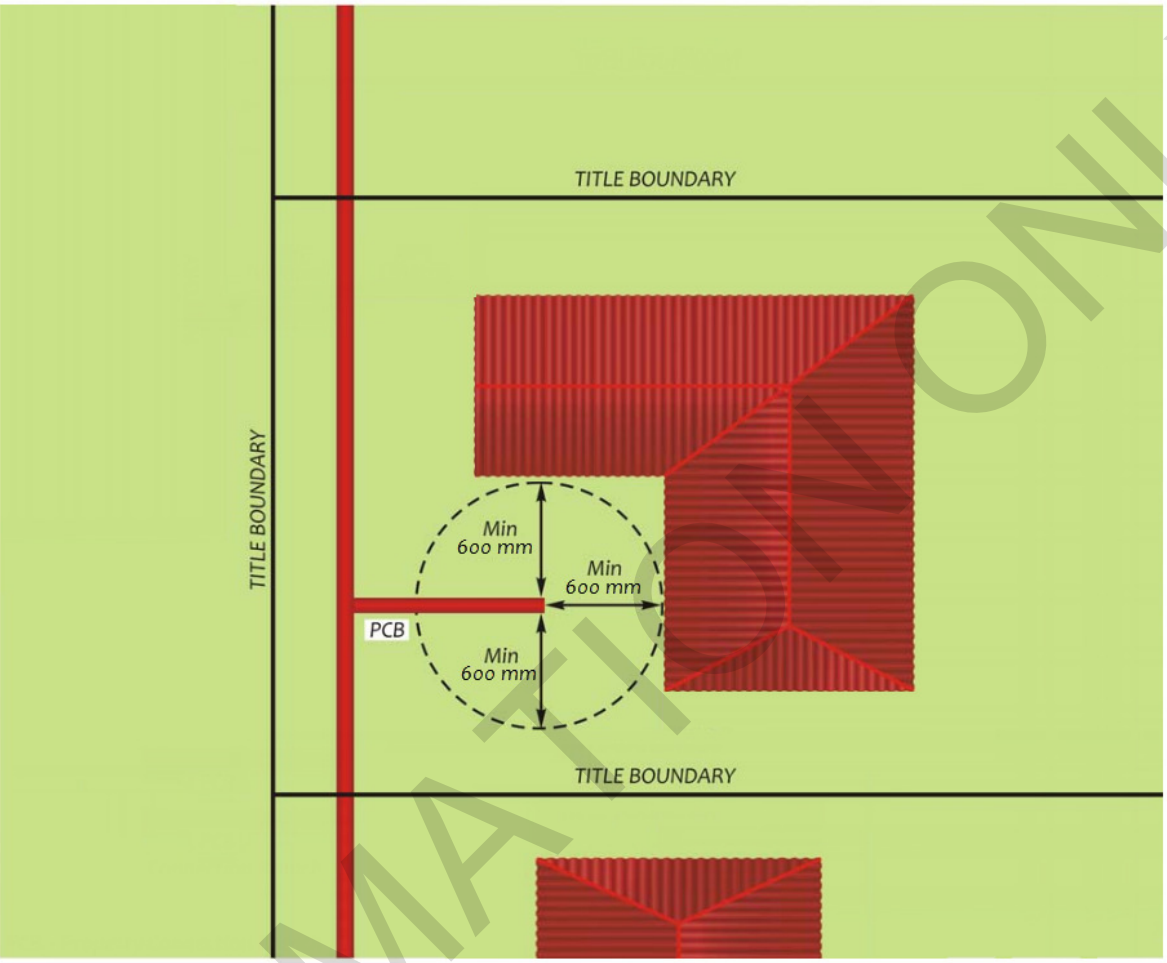
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

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.

INFORMATION ONLY

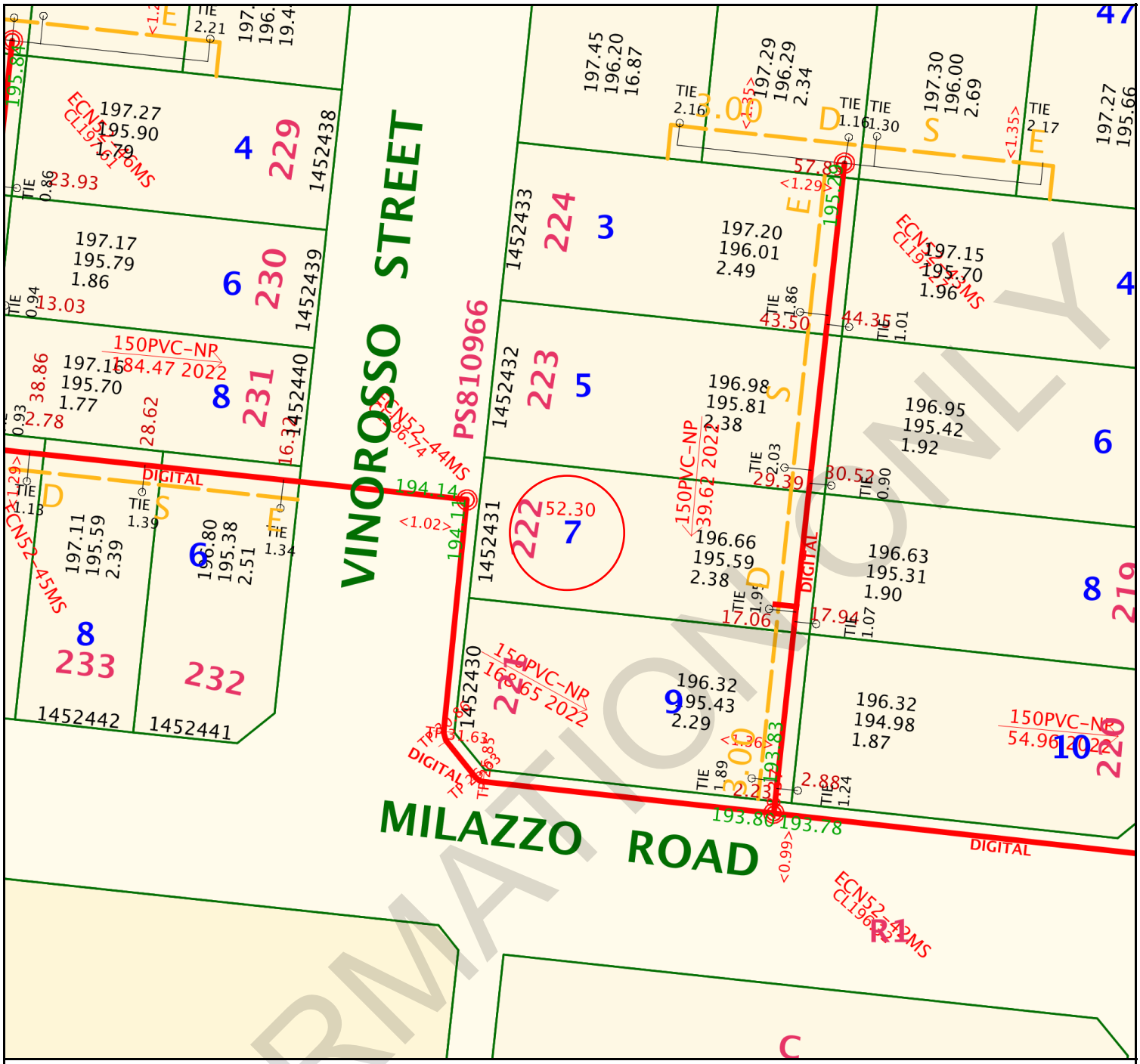
RESIDENTIAL PROPERTY CONNECTION BRANCH

RESIDENTIAL
PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch

INFORMATION ONLY



Yarra Valley Water
Sewer Branch
Asset Map

Address 7 VINOROSSO STREET WOLLERT 3750

Date	13/07/2022
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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.

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset	<1.00>	Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material

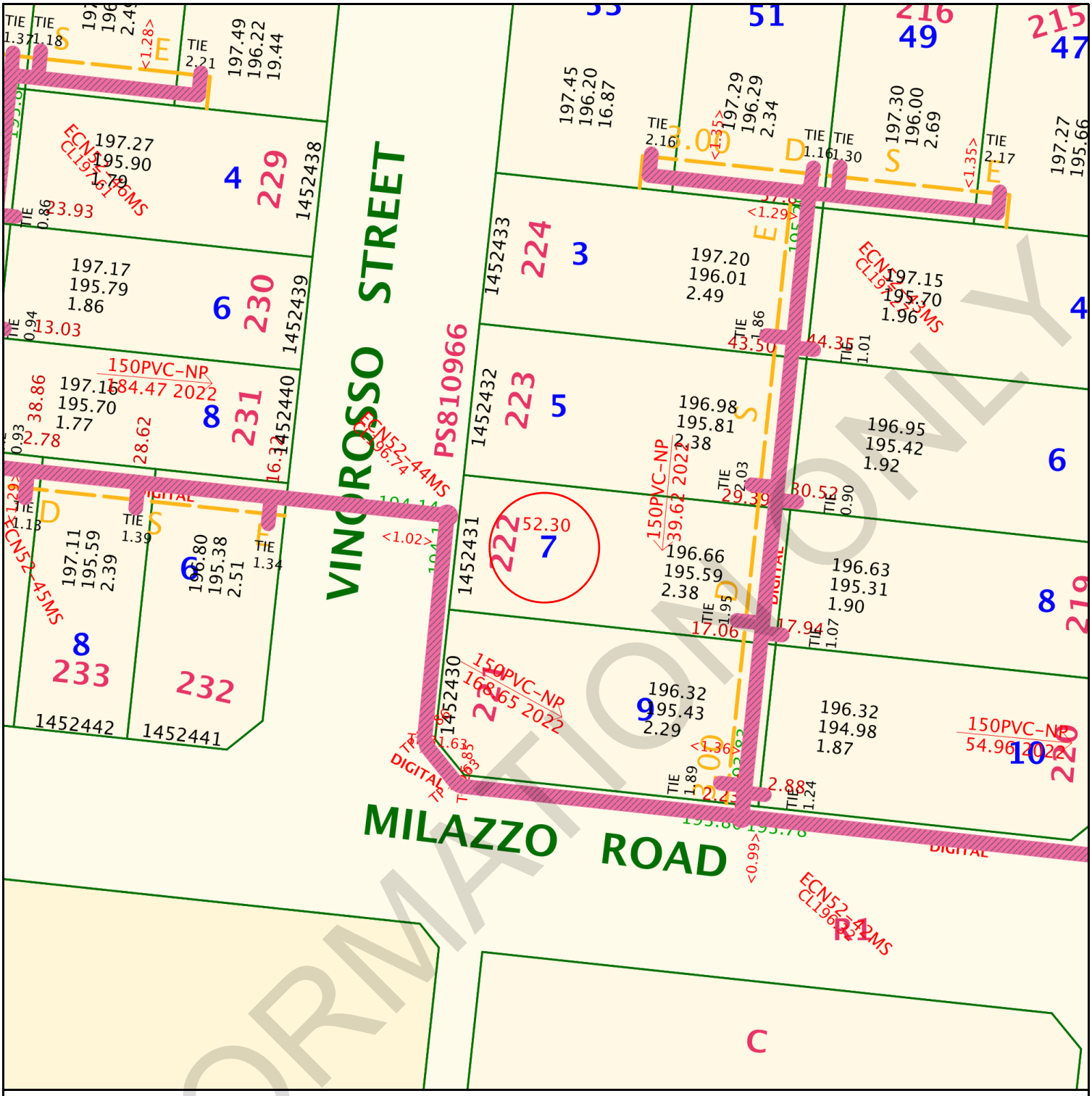
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.07
Branch Length (m): 2.38

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 5206721

INFORMATION ONLY



INFORMATION ONLY

Yarra Valley Water
Build Over Plan Reference: Plan B
Residence & Habitable Structures

Address 7 VINOROSSO STREET WOLLERT 3750

Date	13/07/2022
Scale	1:500

N

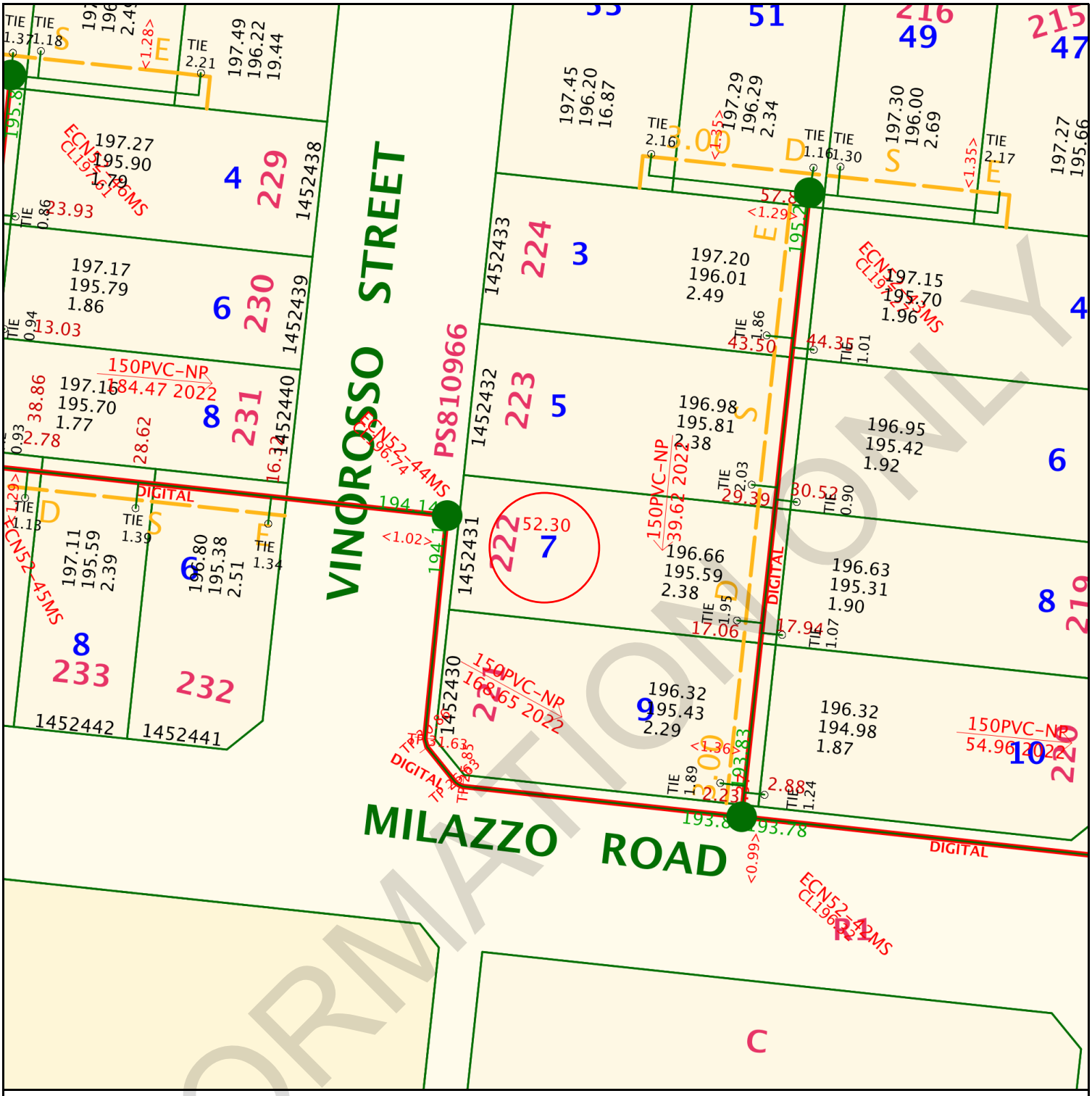
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 550778

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 **Build Over Plan Reference: Plan F** **Driveways and paving**	**Address**	7 VINOROSSO STREET WOLLERT 3750	
	Date	13/07/2022	N
	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: 550778

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.

INFORMATION ONLY

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.

INFORMATION ONLY

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.

INFORMATION ONLY

RESPONSIBILITY OF SEWER CONNECTION POINTS

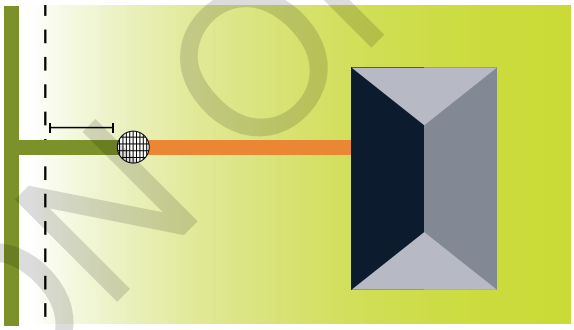
Yarra Valley Water

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.

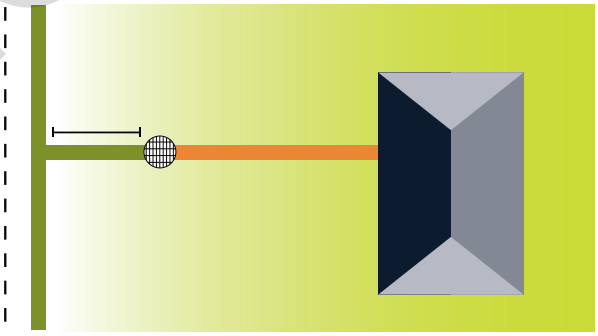
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

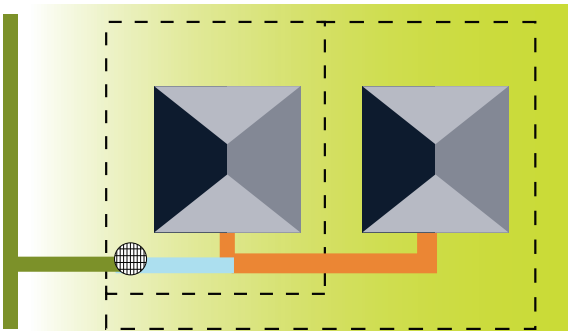
Sewer connection point where the sewer main is **inside** the property.

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

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU
GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224
Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

INFORMATION ONLY

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 222 (7) Vinorosso Street, Wollert - 3750

LP/PS	VOLUME	FOLIO	COUNTY
PS810966N	12363	676	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT

City of Whittlesea

BUILDING PERMIT DETAILS

Building Permit No. 4887227453733

Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

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	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. City of Whittlesea	Report & Consent – Building over an easement	130(1)
3. Yarra Valley Water	Report & Consent – Building over an easement	130(1)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

30/03/2023

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

REGISTRATION NO.

BS-L 61003

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

OCCUPANCY PERMIT NO.

4887227453733

SIGNATURE

DATE OF ISSUE

19/04/2023

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

INFORMATION ONLY

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

checkpoint building surveyors

ISSUED TO (AGENT OF OWNER)

Metricon Homes Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC
newmarketspermits@metricon.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Metricon Homes Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC
Contact: Metricon Homes Telephone: 03 9915 5555

OWNERSHIP DETAILS

Simranjeet Singh & Amanpreet Kaur - 5 Steeple Court, Epping - 3076, VIC
Contact: Amanpreet Kaur Email: amankuar2391@gmail.com Telephone: 0480 244 923

PROPERTY DETAILS

Lot 222 (7) Vinorosso Street, Wollert - 3750

LP/PS	VOLUME	FOLIO	COUNTY
PS810966N	12363	676	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT

City of Whittlesea

BUILDER

Metricon Homes Pty Ltd, 501 Blackburn Road, Mt Waverley - 3149, VIC
03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Metricon Homes Pty Ltd	Builder	CDB-U 52967
Matthew Borzillo	Engineer	PE0003026

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Metricon Homes Pty Ltd	Builder	CDB-U 52967

DETAILS OF DOMESTIC BUILDING WORK INSURANCE	INSURANCE POLICY NUMBER
Insurance House Pty Ltd	C720269

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage
Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORK	FLOOR AREA OF NEW BUILDING WORK
One	Whole	$315,329.00	223 m2

BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

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	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. City of Whittlesea	Report & Consent – Building over an easement	130(1)
3. Yarra Valley Water	Report & Consent – Building over an easement	130(1)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 29/07/2023
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.
This building work must be completed by 29/07/2024
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.

INFORMATION ONLY

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099

checkpoint
building surveyors

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building must ensure that
   a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
      (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
      (ii) The building permit number and the date of issue of the permit; and
   b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
10. It is the builder's responsibility to ensure that all building works are constructed in accordance with the Conditions listed in (Yarra Valley Water) build over application form (Application No. 550778).

RELEVANT BUILDING SURVEYOR	**REGISTRATION NO.**
Jeremy Wallert	**BS-L 61003**
BUSINESS	**PERMIT NO.**
Checkpoint Building Surveyors Address: 226 Normanby Road Southbank VIC 3006 Email: enquiries@check-point.com.au Phone: (03) 9673 0000	4887227453733
SIGNATURE	**DATE**
	29/07/2022

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over $5,000 and the domestic warranty insurance for building works over $16,000.

INFORMATION ONLY

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
insurancehouse.com.au
1300 851 329

Domestic Building Insurance

Certificate of Insurance

Simranjeet Singh, Amanpreet Kaur

5 Steeple Ct
EPPING
VIC 3076

Policy Number:
C720269

Policy Inception Date:
28/07/2022

Builder Account Number:
007458

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:	**Lot 222 Vinorosso Street WOLLERT VIC 3750 Australia**
Carried out by the builder:	**METRICON HOMES PTY LTD**
Builder ACN:	**005108752**

! 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):	**Simranjeet Singh, Amanpreet Kaur**
Pursuant to a domestic building contract dated:	**22/04/2022**
For the contract price of:	**$ 315,329.00**
Type of Cover:	**Cover is only provided if METRICON HOMES 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.

INFORMATION ONLY

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
insurancehouse.com.au
1300 851 329

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*

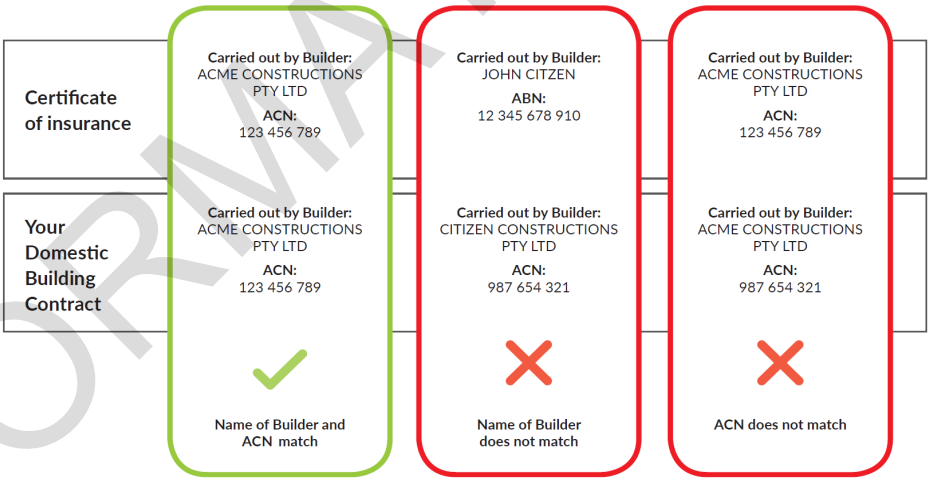
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$898.00**
GST:	**$89.80**
Stamp Duty:	**$98.78**
Total:	**$1,086.58**

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



INFORMATION ONLY

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Brenton Hay	Licence No.	51537	Compliance Cert No.	Compliance Cert PIN
				16735289	2091

INSTALLATION ADDRESS			
Site Address	7 VINOROSSO ST		
Town/Suburb	WOLLERT	**Post Code**	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	13/03/2023	**'As Laid' plans lodged**	
Value of plumbing work	$1,000 - $4,999	**Water Authority 'Consent to Connect' number**	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	**Authorisation number**	

SPECIALITY DETAILS			
Modification details	✘	**Recreational vehicle's chassis number**	
Cooling tower	✘	**Performance solution**	✘
6 Star Sustainability	✘		

INSTALLATION INFORMATION

Roofing (stormwater)

INSTALLATION DETAILS

Installation of Colorbond Quad Slotted Gutter, Valley Irons, Boundary Flashing, Parapet Capping's, Wakkaflex.

APPLIANCE/PRODUCT INFORMATION

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

DECLARATION **I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.**			
The plumbing work was carried out by me or under my supervision			✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✔
Compliance Certificate Status	Lodged	**Date Lodged**	14/03/2023

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Dylan Bracebridge	Licence No.	48474	Compliance Cert No.	Compliance Cert PIN
				16718342	6783

INSTALLATION ADDRESS			
Site Address	222 Vinorosso Street		
Town/Suburb	Wollert	**Post Code**	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	1/03/2023	**'As Laid' plans lodged**	
Value of plumbing work	$5,000 - $9,999	**Water Authority 'Consent to Connect' number**	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	**Authorisation number**	

SPECIALITY DETAILS			
Modification details	✘	**Recreational vehicle's chassis number**	
Cooling tower	✘	**Performance solution**	✘
6 Star Sustainability	✘		

INSTALLATION INFORMATION

Gasfitting – restricted to type A appliances
Mechanical services – restricted to duct fixing
Refrigerated air-conditioning – restricted to basic systems

INSTALLATION DETAILS

Heating:

Braemar BMQ320 gas ducted heating with manual thermostat, R1.0 ductwork & R0.4 insulated fittings installed to 10 outlets.

Round ceiling mounted diffusers throughout.

Plastic return air Grille 750mm x 400mm with filter and wall mounting frame.

Reverse Cycle Split System:

Supply & Installation of Braemar Airvolution R32 series WSHV70D1T/WCHV70D1T 7.10kw cooling & 7.10kw heating inverter reverse cycle hi wall mounted split system, including Braemar remote control & built in WiFi connectivity

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✔
Compliance Certificate Status	Lodged	**Date Lodged**	1/03/2023

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Robert Reid	Licence No.	15517	Compliance Cert No.	Compliance Cert PIN
				16561587	7652

INSTALLATION ADDRESS			
Site Address	LOT 222 VINORUSSO STREET		
Town/Suburb	WOLLERT	**Post Code**	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	30/11/2022	**'As Laid' plans lodged**	
Value of plumbing work	$5000 - $9999	**Water Authority 'Consent to Connect' number**	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	**Authorisation number**	

SPECIALITY DETAILS			
Modification details	✘	**Recreational vehicle's chassis number**	
Cooling tower	✘	**Performance solution**	✘
6 Star Sustainability	✔	Solar installation	

INSTALLATION INFORMATION

Water supply – restricted to domestic hot water services

INSTALLATION DETAILS

Plonk on Chromagen solar hot water panel/s, connected associated fittings to solar panels with 2x1m long copper tails penetrating into the roof space.

Builders plumber to connect to flow and returns

APPLIANCE/PRODUCT INFORMATION

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

DECLARATION **I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.**			
The plumbing work was carried out by me or under my supervision			✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✔
Compliance Certificate Status	Lodged	**Date Lodged**	2/12/2022

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

INFORMATION ONLY

VICTORIAN BUILDING AUTHORITY
BUILDING CONFIDENCE

Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name	Mario Vallese	Licence No.	30027	Compliance Cert No.	Compliance Cert PIN
				16297816	0614

INSTALLATION ADDRESS			
Site Address	LOT 222 7 VINOROSSO STREET		
Town/Suburb	WOLLERT	**Post Code**	3750

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	6/03/2023	**'As Laid' plans lodged**	✔
Value of plumbing work	$10,000 - $19,999	**Water Authority 'Consent to Connect' number**	12043024861

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	**Authorisation number**	

SPECIALITY DETAILS			
Modification details	✘	**Recreational vehicle's chassis number**	
Cooling tower	✘	**Performance solution**	✘
6 Star Sustainability	✔	Solar installation Recycled water installation	

INSTALLATION INFORMATION

Drainage
Gasfitting
Roofing (stormwater)
Sanitary
Water supply

INSTALLATION DETAILS

DISCLAIMER:

ALL WORKMANSHIP AND INSTALLATIONS COVERED BY THIS CERTIFICATE WERE INSPECTED AND COMPLETED IN ACCORDANCE WITH THE AS3500.3.

ANY ADDITIONAL INSPECTIONS, REMEDIAL WORKS OR REPAIRS COMPLETED BY OTHER CONTRACTORS WILL NOT BE COVERED BY THIS CERTIFICATE.

YOU WILL REQUIRE AN ADDITIONAL CERTIFICATE BY THE COMPANY THAT HAS BEEN ENGAGED TO DO THESE WORKS.

ALL HOT & COLD COMPLIES WITH AS3500.3 & MEETS ALL PERFORMANCE REQUIREMENTS

SOLID PIPE NO JOINTS FROM METER TO HOUSE

GAS APPLIANCES AND COMMISSIONING PRIOR TO OCCUPANCY

STORMWATER INSTALLED AS PER ENGINEERING DESIGN

INFORMATION ONLY

SEWER DRAINS INSTALLATION

Goods & Products Supplied by 3rd parties are “warranted” for 1 year / 12 months maximum or as per manufactures warranty. (Refer manufactures)

Hot & Cold Rehau Piping and associated fittings

Cold Water Polyethylene Piping Water Lead Ins and associated fittings

Gas Pex Piping and associated fittings

Plastec Drainage pipes and fittings

Smart Wastes and Pans

Hose Flex Easy Hookers – Gas & Water

Mini Cistern Stop Taps and Tap Valves

Insurance Coverage – Plumbing Warranty

The period of insurance coverage is six years from the date the work was completed or from the date the licensed plumber provided the consumer with a compliance certificate for the work.

BATH WASTE CONNECTION NOT CERTIFIED ON THIS CERTIFICATE

IO ACCESS PANEL FOR STACKWORK BY OTHER TRADE

RECYCLED WATER MAIN TO ALL W/C's, 1x W/M STOP & 1x G/TAP

APPLIANCE/PRODUCT INFORMATION

1 x D.H - Point Only

1 x H.W.S - (Solar) Chromagen 201VOSP12T26P NG - Gas Solar HWS

1 x Upright Stove - Solt GGSUC908S 900mm Freestanding Dual Fuel Oven Natural Gas (2010340)

1 x Dishwasher - Solt GGSDW6012S 600mm Freestanding Dishwasher (2090042)

8 x Single Colorbond Downpipes

11 x Fixtures

2 x W/C's

1 x Gas point

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✔
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✔
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✔
Compliance Certificate Status	Lodged	**Date Lodged**	21/03/2023

INFORMATION ONLY

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

INFORMATION ONLY

SOUTHERN STAR
Group of Companies

AUSTRALIAN MADE & OWNED

20/02/2023

METRICON

315850

LOT 222 (#7) VINOROSSO STREET

WOLLERT VIC 3750

Window and door products have been supplied to the above-mentioned address by the Southern Star Group. As per the specifications supplied, these products have been glazed to comply with AS1288-2006 Glass in Buildings – Selection and Installation, AS2047-2014 Windows in Buildings - Selection and Installation, and rated in accordance with AS3959-2018 to BAL LOW

Please note: If windows and doors have been supplied with unglazed frames, and these frames are not site glazed by a Southern Star Group Company or authorized agent, then Southern Star Windows, Canterbury Windows and Doors, and/or Homeview Windows and Doors are not responsible for how the frames are glazed after delivery. It should be noted that it is the builder's responsibility to ensure windows are correctly located in the building as per the plans and specifications provided, so that windows are fully compliant.

LINDSEY WARD

INFORMATION ONLY

INSTALLER GUARANTEE

This is to certify that Fletcher Insulation products has been installed at the following address in a professional manner by ee-FiT and has been installed as per ee-FiT's customers purchase order.

Address: Metricon Homes Pty Ltd

Lot 222 Vinorosso Street WOLLERT VIC 3750

Date of Installation: 5/02/2023

Material R-value - External Walls:	Supply & Install Pink R2.0/580 (24) Wall Batts 18.2/pk
NOINSCLASS	String in Ceiling Perimeter - Install Pink R2.5/580 Ceiling Batts (3pks)
Material R-value - Ceiling:	Supply & Install Pink R4.1/580 (10) Ceiling Batts (7.6m2/pk)
Material - Ground Floor Wrap:	Supply & Install GF Vapawrap Metricon Blue 1.35m x 30m
Material - Ground Floor Wrap:	Supply & Install GF Vapawrap Metricon Blue 1.35m x 30m

Name and Title: Aaron McClelland - National Business Manager

Signed:

Date: 5/02/2023

INFORMATION ONLY

ee-FIT Pty Limited
ABN 82 147 368 358

Phone:
1800 433 348
(1800 4 ee-FiT)

Email:
VIC - vic@eefit.com.au
QLD - qld@eefit.com.au
NSW - nsw@eefit.com.au

Web:
www.eefit.com.au

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IG01 Revision & Issue Date EIGD_Revision_0_12052021

WATERPROOFING COMPLIANCE CERTIFICATE

ACN: 67 640 690 619

ARMOURGUARD
BUILDING SERVICES
Pty Ltd

Certificate Number	00127326

Job Details	
Company	METRICON HOMES
Project Description	RESIDENTIAL
Address	LOT 222 (7) VINOROSSO STREET WOLLERT VIC 3750
Waterproofing system*	WATERPROOFING TO ALL WALL/FLOOR JUNCTIONS ENS, BATH, WC, LDRY.
Product	WPA-400
Membrane Type	WATERBASED
Manufacturers Specification	ATTACHED
Certificates if applicable (Codemark, Accreditation etc)	N/A

I hereby certify that the waterproofing to the wet areas described above have been installed in accordance with the Manufacturers Specifications, and AS 3740-2010 (internal) and AS4654-2012 1&2 (external). And hereby warranty the waterproofing for 10 years.

Signature: _____ **Date:** 20/02/2023

Ibrahim Assaad
[Director]
CPC31411 Certificate: 0000-0563

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PO Box 303,
South Morang VIC 3752

1300 020 388

www.armourguardws.com.au

AMAZON PEST EXTERMINATORS

Lot 222 (7) Vinorosso Street Wollert

INFORMATION ONLY

CERTIFICIATE OF INSTALLATION
New Building Work

Amazon Pest Exterminators
03 9302 1895
5 Millewa Crescent, Dallas, Victoria, 3047
info@amazonpestx.com.au
03 9302 1895

27th Sep, 2022

CERTIFICIATE OF INSTALLATION - New Building Work in accordance with AS 3660.1-2014

Terms and Conditions

DISCLAIMER OF LIABILITY TO THIRD PARTIES: - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Certificate of Installation. Any third party acting or relying on this Certificate of Installation, in whole or in part, does so entirely at their own risk. This disclaimer does not apply to persons responsible for Building Approvals.

1. Prior to the site being prepared the builder should have ensured that all termite activity found was eradicated in accordance with AS 3660.1-2014. Prior to work commencing, the builder should have arranged for a qualified licensed person to inspect the site to investigate and eradicate all economically important termite nests found. The failure to have this inspection carried out may mean that termite nests may not have been found and eradicated and may still be active under the construction. See clauses 3 and 10 below.

2. The effectiveness of this installation is dependent upon the provision of a complete (full) termite management system being installed in accordance with AS 3660.1-2014 using approved termiticides, systems and/or products. If the system(s) are disturbed, breached or bridged then concealed entry by subterranean termites is possible.

3. No liability is accepted for any failure of a termite management system and this firm warrants only too provide such remedial action as may be necessary during the first 12 months from the date of this Certificate. No such warranty is provided if there are limitations listed on this Certificate or if the system is an incomplete system or if the builder has not arranged for the termite eradication in clause 1 above.

4. The termite management system(s) installed, as detailed on this Certificate and in the diagram, provide a treatment against subterranean termites only. The termite management system is not a defence against any other pest(s) and in particular does not provide any treatment against drywood (KALOTERMITIDAE) or dampwood termites.

5. No responsibility is accepted, or warranty implied, for any termite damage that may occur as the result of termite activity, either past, current or in the future.

6. The termite management system(s) can be rendered ineffective due to building alterations, renovations, additions (pergolas, awnings, verandas etc), introducing infested materials, timber offcuts, wood chips and formwork left on site &/or materials being stored against the building. External termite management systems can be destroyed by the installation of lawns, gardens, pathways, landscaping etc adjacent to the building. When making such changes you should first contact this firm. Where such changes are made a further termite management system installation is essential.

7. When installing paths, lawn, gardens etc it is very important not to cover air vents or weep holes. If the slab edge is exposed by 75 mm to form part of the termite management system then it is equally important not to cover the slab edge unless another form of termite management is installed. Again contact this firm before carrying out any such covering. Where such changes are made a further termite management system installation is essential.

8. Do not use untreated timbers for garden edges or retaining walls. Untreated timber attracts termites.

9. Good ventilation and drainage are important, as poor ventilation and drainage greatly increases the risk of termite attack.

10. This firm takes NO RESPONSIBILITY for the concealed entry by termites resulting from poor building design or poor building practices.

11. It is the building owner's responsibility to ensure that the inspections, recommended in AS 3660.2-2000, are performed. Please contact this firm.

VERY IMPORTANT

If you become aware of the presence of termites within the grounds or on or within the building you should contact this firm or another termite management firm immediately. You should also notify this firm if you become aware that the installed termite management system has been breached or bridged in any way.

The Australian Standard recommends that inspections be carried out by a suitably qualified person, at intervals no greater than 12 months and where termite "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop infestation of termites; however, the damage which may be caused will be reduced when the infestation is found at an early stage. Termites can build around termite management systems; but can be detected during the recommended inspections.

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Modern termiticides have a limited life expectancy (Period of Protection). The termiticide soil treatments will need to be re-installed. The timing can only be determined by regular, competent inspections as recommended by AS 3660.2-2000 and carried out by a qualified experienced termite inspector competent in Unit 8 "Inspect and Report on Timber Pests" & Unit 10 "Control Timber Pests" of the National Pest Management Competency Standards or equivalent.

IMPORTANT INFORMATION: Termite management systems installed during construction of the building are designed to discourage termites from gaining concealed entry to the property. Termite management systems may be bridged by termites, however the evidence of the termite entry will normally be evident to the inspector. A treatment in accordance with AS 3660.2-2000 to eradicate such an infestation will be required.

Certificate of Installation - New Building Work

Certificate No:	
Name of owner or builder soliciting the work:	Metricon Homes Pty Ltd -
Address:	
Property Treatment Address:	Lot 222 (7) Vinorosso Street Wollert
Treatment Date:	20th Sep, 2022

Note: This Certificate of Installation is to be supplied to the person soliciting the work. If they are not the owner they should supply a full copy to the Building Owner.

Termite Management System(s) Installed to AS 3660.1

(1) A Chemically Treated Soil Termiticide Management System(s) Was not Installed.

(2) A Reticulation System Was Not Installed

Fill Point Number	Volume Added (Lt)

(3) A Physical Termite Management System Homeguard Physical Barrier

Concrete slab Construction

If the installed termite management system is integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case, the Builder should be asked for a Certificate from the concrete firm that the concrete has been poured in accordance with AS 3600 or AS2870-2011 and amendments.

The type of Concrete slab being installed by	A Waffle Pod Slab
Inclusions incorporated with the slab or under it:	There are no inclusions
The number of slab penetrations treated was:	14
Where cold joints or other slab parts were treatedthe meter length.	60 m

A Durable Notice:	Was placed in the electrical meter box
Limitations that apply to the above Installation are:	No Limitations

It is recommended by the Australian Standard AS 3660.2 that the building and its surrounds are inspected by a qualified Timber Pest Inspector at least every twelve (12) months and strongly recommends that more frequent inspections should be carried out.

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We recommend an inspection of the building and the surrounds every:	12 Months

(We also recommend an inspection prior to the installation of gardens, paths, lawns and other landscaping and again on completion of this work to ensure that this work does not breach any termite management system installed or allow concealed termite entry to the property.)

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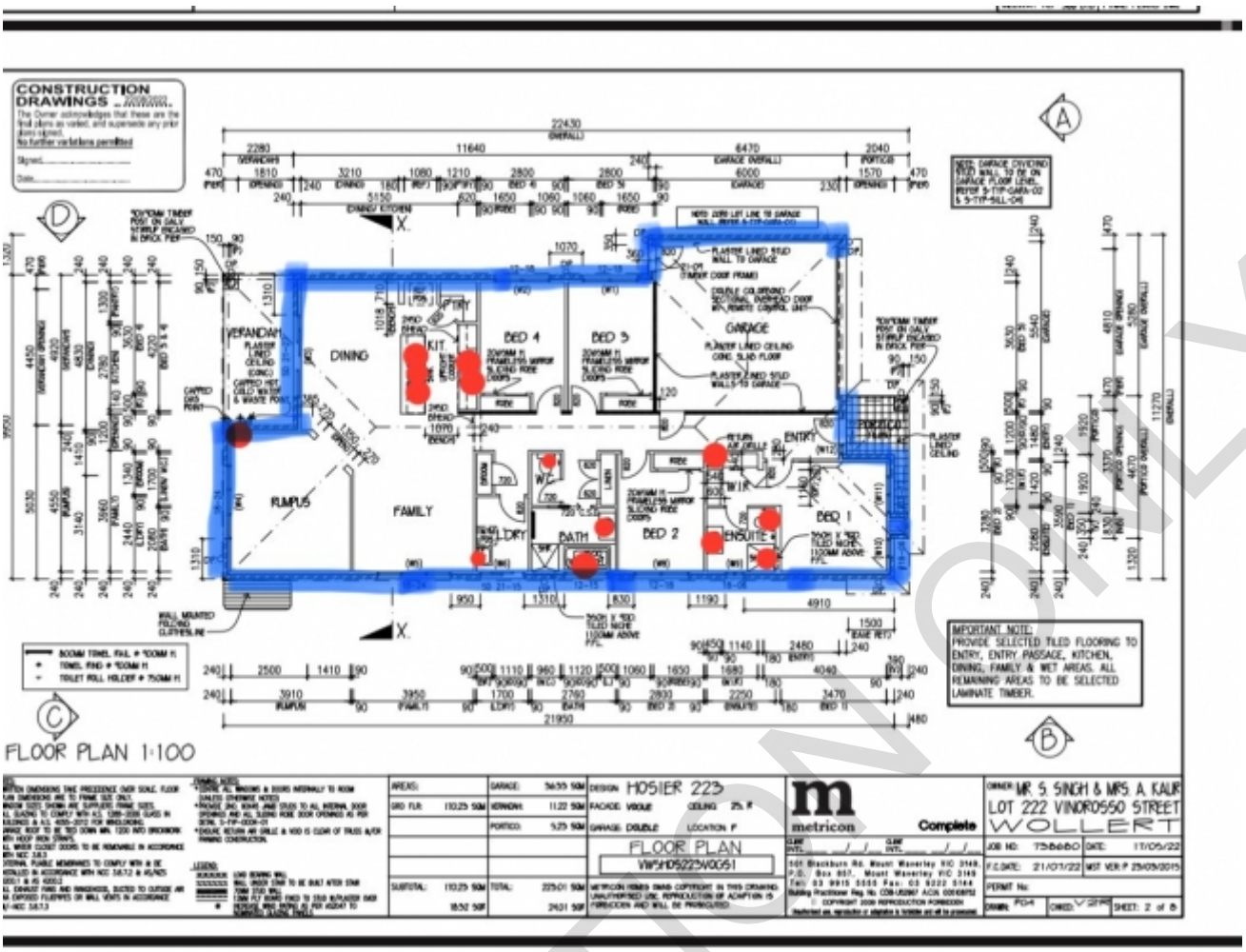

It is very important that the Termite Management System is not bridged or breached. This can happen when installing garden beds, lawn or other landscaping or building works. You should contact this firm prior to carrying out any such work. DO NOT disturb the treated areas in any way.

Frequent inspections are very important. Termite Management Systems do not kill off or stop termites. The termite management systems are installed to prevent concealed access only. The treated zones are designed to force the termites into the open. Thus the mud tubes that they use to gain access may be seen during inspections. For this reason such inspections should be carried out at least annually. A Termite treatment in accordance with AS 3660.2-2000 can then be carried out to eradicate the termites.

If you become aware of any activity do not disturb the termites in any way. You should notify this firm as soon as possible. Please contact us if ever you have any concerns about Termites or the effectiveness of the Termite Management System(s) installed.

Installation Firm:	Amazon Pest Exterminators
Firm's Address:	5 Millewa Crescent, Dallas, Victoria, 3047
Name of Installer:	Daniel Younan
Name of Supervisor (if applicable):	
Installer's Licence No.:	L010488
Installers Signature	BY
Date	27th Sep, 2022
Telephone:	03 9302 1895

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Dear Homeowner,

Congratulations on the purchase of your new home!

We have installed a Termite HomeGuard® Physical Barrier during the building process and wish to remind you that this protection is **under warranty**. To activate the warranty, you must contact us to register your details at your earliest convenience.

It is imperative that you have annual termite inspections to maintain this warranty. They are essential for early detection of termite activity which could prevent the potential for large scale damage.

Please note your first inspection is required 12 months from the date of installation NOT your handover date.

Evidence shows that 1 in 5 homes are attacked by termites per year and the average costs for damage repairs is $7,000.

Please contact us via methods below within 30 days of receiving this letter for warranty activation.

SMS: 0412 994 462
Email: info@amazonpestx.com.au
Phone: (03) 9302 1895

Please include full name, address and contact number.

In addition, we can also assist you with general pest control protection against;

- Rats
- Mice
- Spiders
- Ants
- Cockroaches
- Many more!

Contact us today for a free quote and receive a 10% discount on any of the above treatments!

Warm Regards,

Daniel Younan
Managing Director
Amazon Pest Exterminators

INFORMATION ONLY

Office: 5 Millewa Cres, Dallas Vic 3047
T: (03) 9302 1895 M: 0412 994 462
E: info@amazonpestx.com.au
W: www.amazonpestexterminators.com.au

HomeGuard®
Precision Termite Management

Certified

Manufactured in Australia

Quick Guide to the HomeGuard® Precision Termite Management System & 50 YR Warranty

Build with HomeGuard® for total termite protection from day one.

Why is HomeGuard® installed?

The HomeGuard® Precision Termite Management System is a component of your properties termite management system; regular inspections (intervals not exceeding 12 months) form the other key component.

HomeGuard® Precision Termite Management System is installed during the construction phase of your property and is designed to deter concealed access; therefore, it is important that you do not damage, build over or cover the areas where the HomeGuard® has been installed.

How long will HomeGuard® last?

The HomeGuard® range of products are manufactured in Australia from high quality polymers that are designed to handle the rigours of construction and provide effective protection from the Subterranean termite infestation for the design life of the building or 50 years, whichever is first.

The HomeGuard® Precision Termite Management System Warranty

The HomeGuard® Warranty is a 50 Year Warranty; during the warranty period the Property Owners must, at their own expense, arrange for thorough and regular inspection(s) of the property for the presence of termites at intervals recommended by their FMC Accredited Company, but not exceeding 12 months; ensure the inspection is being carried out according to the Australian Standard AS3660 series or AS4349, a "termite check" is not a timber pest inspection.

What do I need to be aware of?

Here's a list of some of the areas to consider in relation to your HomeGuard® Precision Termite Management System and the Warranty.

- New Building work requires a 75 mm inspection zone below where the HomeGuard® Precision Termite Management System has been installed; if there is a need for a step-less entry or ramps to doors for access speak to your builder and HomeGuard® Precision Termite Management System Installer to ensure this scenario is addressed during the design or construction phase; the inspection zone of 75mm is to be maintained in all areas i.e. turfed areas, landscaped areas, rubble/aggregate paths, unit pavers etc.
- Ensure any additional work does not compromise the HomeGuard® Precision Termite Management System and the 75 mm inspection zone, i.e. extensions, pergolas/outdoor rooms, decks, stairs, nib walls, plumbing alterations etc..
- Ensure Air Conditioner Outdoor Units, Solar Infrastructure or Hot Water Services do not compromise the HomeGuard® Precision Termite Management System or the inspection zone.
- You must notify your HomeGuard® Installer in writing if you believe you have disturbed your HomeGuard® Precision Termite Management System.
- If in doubt call your HomeGuard® Installer for further advice on any works that may compromise the HomeGuard® Precision Termite Management System and the Warranty.

TERMITE SECURE
AUSTRALIA'S FIRST $1,000,000 WARRANTY FMC Since 1883

Developed, tested and manufactured in Australia for Australian conditions.
Find out more at www.FMCaustralasia.com.au or email HomeGuard@fmc.com

FMC Australasia Pty Ltd
Ph 1800 066 355 | www.FMCaustralasia.com.au

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FMC An Agricultural Sciences Company

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