



Contract of Sale of Land

Property:

36 Grenache Road, Wollert VIC 3750

Conveyancing Legal Hub
95 Tom Roberts Parade
POINT COOK VIC 3030
Tel: 0431150585
Ref: TD:VJ:CLH266

Contract of Sale of Land

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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: Zeynab Fili

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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INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: Unit 1, 337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Zeynab Fili
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Conveyancing Legal Hub
Address: 95 Tom Roberts Parade, Point Cook VIC 3030
Email: Tanu@theclh.com.au
Tel: 0435090051 Mob: 0420466555 Fax: _____ Ref: CLH266

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 12088 Folio 119	203	PS 749773P

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.

Property address

The address of the land is: 36 Grenache Road, Wollert VIC 3750

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

All fixtures, floor coverings, electric light fittings and window furnishings as
Inspected. _____

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /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 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: _____

INFORMATION ONLY

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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.

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3, 15.4 and 15.5 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 15.4 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does **not** apply.
- 15.5 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.
- 15.6 It is imperative that adjustments be prepared by the Purchaser's representative and submitted to Settlement Partners, along with updated certificates, no later than three (3) business days preceding the scheduled settlement date. Failure to comply with this requirement will result in the Purchaser incurring an administration fee of \$220.00, inclusive of GST, payable to Settlement Partners. This fee is attributed to the delay in receiving the Statement of Adjustments.
- 15.7 If the rates (incl. Council rate, water rate, Owners Corporation Fees) and other outgoings (excluding State Land Tax) are not separately rated at settlement, then the amount of each rate, tax and other outgoings to be adjusted between the Vendor and Purchaser shall be that proportion of same which the lot liability of the Lot hereby sold bears to the total lot liability of all the lots on the Plan.
- 15.8 The vendor covenants and warrants to the Purchaser that he shall pay all such rates, taxes and other outgoings as when same are assessed and due for payment.
- 15.9 The Purchaser shall not require that any such rate or tax be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.
- 15.10 All such rates, taxes and other outgoings shall be adjusted between the Vendor and the Purchaser on the basis that they have been paid.
- 15.11 It is further agreed that adjustments of rates, charges and like outgoings on the Settlement Date shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges, and like outgoings accruing following the Settlement Date.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange

- (b) Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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.

15B.10 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.

15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 13 – Acceptance of Property

- 13.1 The Purchaser has inspected and accepts the property in its current state of repair.
- 13.2 The Vendor does not warrant or represent that:
- (a) The land is identical to the land described in the Particulars of Sale; or
 - (b) The property complies with any laws affecting the land and the requirements of any municipal or statutory authority.
- 13.3 The Vendor makes no warranty or representation as to the condition of the property.
- 13.4 ~~Notwithstanding any other provision in this contract (including the particulars of sale). The purchaser acknowledges that the vendor may leave on the property at settlement any chattels whatsoever including but not limited to refuse, rubbish, building debris, glass, furniture, plant, equipment, personal items and materials which the vendor does not wish to~~

remove from the property ('Abandoned Chattels'). ON settlement, title, risk and responsibility in the Abandoned chattels passes to the purchaser.

- ~~13.5 The purchaser must not require the vendor to remove the abandoned chattels at settlement.~~
- ~~13.6 The purchaser must not object, seek compensation or refuse to complete this contract because some or all of the Abandoned Chattels remain on the property at settlement or have been removed.~~
- 13.7 The Purchaser acknowledges and agrees that the Vendor may, at their discretion, arrange for the disconnection of utility services to the property prior to or at settlement, including but not limited to electricity, gas, internet, and water.
- 13.8 The Purchaser shall not object to or make any claim against the Vendor in relation to the disconnection of such services.
- 13.9 Should the Purchaser wish to inspect or test any such utility services during the final inspection, the Purchaser shall be responsible for arranging temporary reconnection (if permitted by the relevant utility provider) at their own cost and risk.
- 13.10 The Vendor shall bear no responsibility for the availability, functionality, or reconnection of utility services after disconnection, and the Purchaser accepts responsibility for connection of all services post-settlement.

Special condition 14 – Restrictions

- 14.1 The purchaser buys the property subject to the following restrictions ('Restrictions'):
- (a) Any misdescription of the land or inaccuracy in the area or measurements of the land; or
 - (b) Any laws affecting the land and any failure to comply with those laws; or
 - (c) Any rights of or claims by any municipal or statutory authority; or
 - (d) Any improvements not being erected within the boundaries of the land; or
 - (e) Any improvements encroaching onto the land; or
 - (f) The Condition of the Property
- 14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 14.3 The Purchaser may not call upon the Vendor to:
- (a) Amend Title or to bear the cost of amending Title; or
 - (b) Fix any Restriction or to bear the cost of fixing any restriction.

Special condition 15 – Bank Cheques

The number of cheques allowed by the purchaser under General Condition 11.6 of the Contract is amended as follows;

The Vendor is entitled to have ten (10) cheques that are required by the Vendor for settlement.

Special condition 16 – Nomination

- 16.1 General Condition 18 of the Contract is to be deleted entirely and to be replaced as follows;
- The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:
- (a) A completed and executed notice of nomination;
 - (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
 - (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors, and
 - (d) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.
- 16.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

Special condition 17 – Default

- 17.1 Without limiting the vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the purchaser must pay;
- (a) Expenses incurred by the Vendor as a result of the default including;
 - (b) All legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
 - (c) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
 - (d) Interest under General Condition 26.
- 17.2 The interest rate under General Condition 26 is amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

Special condition 18 – Delayed Settlement

- 18.1 Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the Particulars of this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitor or conveyancer an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements. The Purchaser also agrees to pay \$220 for every subsequent changes to the settlement date.

Special condition 19 – Disclosure of Surface Level Works

- 19.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
- (a) have been carried out on the Land after the certification of the Plan before the date of this Contract; or
 - (b) are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land, are set out in the plan of surface level works attached as Annexure B to this Contract.
- 19.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 19.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

Special condition 20 - FIRB

- 20.1 The purchasers acknowledges that they do not require FIRB approval for the purchase of the property, as the purchaser is not a foreign person under the Foreign Acquisitions & Takeovers Act 1975 (Cth).

Special condition 21 - Early Possession by Purchaser(s)

- 21.1 In the event that the Purchaser desires early possession of the property, contingent upon obtaining the Vendor's consent, it is necessary to execute a separate License Agreement between the parties to facilitate such an arrangement.
- 21.2 This License Agreement, as mentioned above, constitutes a distinct legal document, and is not considered an integral component of this Contract.
- 21.3 The associated expense for preparing the License Agreement, amounting to \$440, is to be borne by the Purchaser and payable to the Vendor's representative.

Special condition 22 – Re-Sale Deed

- 22.1 For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to settlement date. If so, the Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to:
- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
 - b) Execute three (3) copies of the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

Special condition 23 – Variations

- 23.1 The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, or extending the time for the Purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees amounting to \$120 for each separate request for variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

Special Condition 24 – Finance and Extension requests

- 24.1 If finance is not approved by the due date noted in this Contract of Sale and an extension is requested, any such extensions will be made on the basis that the 2 day grace period as provided under the General Conditions 14.2(c) of this Contract of Sale will no longer apply to any extensions granted.
- 24.2 If finance is declined, the purchaser must provide to the Vendors Representative a letter from the bank and/or financial institution evidencing compliance of General Condition 14 of this Contract of Sale. Should the purchaser fail to provide such letter within 2 days of notifying the Vendor and/or the Vendors Representative that finance has been declined, then the Purchaser will be in breach of this Contract of Sale. A letter from a mortgage broker/Mobile lender is not sufficient in this regard.

Special Condition 24 - Building Work

- 24.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 24.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 24.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.
- 24.4 The purchaser acknowledges that any improvements or alterations on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections;
- ~~24.5 The purchaser acknowledges that they have inspected the property and goods prior to the Day of Sale and is aware of their condition and any deficiencies subject to any defects latent and patent. The purchaser cannot demand the goods to be in working order on the day of settlement or claim any compensation if they are not working. Any special conditions added onto as part of this Contract is deemed to be not valid and cannot be used to demand the same from the Vendor. The Purchaser is deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 24.~~

Special condition 25 - Owners Corporate Certificate

- 25.1 If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 26- Error/s in Adjustments of Outgoings

- 26.1 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

Special condition 27- Adjustment of land tax

- 27.1 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does not apply.

Special Condition 28 – Auction

- 28.1 The Property is offered for sale by Public Auction Subject to the vendor's reserve Price. The Rules of 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.

Special condition 29 - Land Description

- 29.1 The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

Special condition 30 - Swimming Pool and/or Spa

- 29.1 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 30 – Purchaser Acknowledgments

30.1 The Purchaser acknowledges and agrees that they are purchasing the property as a result of their own enquiries and inspection:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance with the Local Government Act, or any ordinance under that Act in respect of any building or other structure/improvements/extensions/fencing on the land

30.2 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

Special condition 31 – Lease

30.1 The Purchaser acknowledges and agrees that if any lease or tenancies with respect to the Property ends before Settlement, then the Purchaser accepts the Property as vacant possession at Settlement.

Special condition 32 – Variations

32.1 A Variation of any terms of this contract is not effective unless it is in writing and signed by all parties and the vendor's legal representative.

Special condition 33 - Severability

33.1 If any of the provisions of this Contract shall be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not effect the operation or interpretation of any other provisions of this Contract to the intent that the invalid, unenforceable or illegal provision or provisions would be treated for the purposes of this Contract as severed from this Contract.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

1.1 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 in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 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 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.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2.6 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*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 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.

3.2 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.

4. SERVICES

4.1 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.

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

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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.

7.6 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 7.5 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(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.

7.11 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.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 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.

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 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.

11.2 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.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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
 - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. LOAN

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 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.

15.2 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.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. NOTICES

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. TERMS CONTRACT

23.1 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.

23.2 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

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

Default

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

27.1 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.

27.2 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.

28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

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 2025

SIGNED by the said)

Print Name:)

.....

.....
Director (Sign)

in the presence of:)

Witness:)

.....

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	36 GRENACHE ROAD, WOLLERT VIC 3750
-------------	------------------------------------

Vendor's name	Zeynab Fili	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$7,500.00

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. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title 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:

Not Applicable

4.2 Agricultural Chemicals

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

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:

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(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)

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

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12088 FOLIO 119

Security no : 124130600929W
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LAND DESCRIPTION

Lot 203 on Plan of Subdivision 749773P.
PARENT TITLE Volume 12088 Folio 074
Created by instrument PS749773P 05/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ZEYNAB FILI of 36 GRENACHE ROAD WOLLERT VIC 3750
AY116987U 19/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY116988S 19/06/2024
BNY TRUST COMPANY OF AUSTRALIA LTD

COVENANT PS749773P 05/06/2019

COVENANT AS276906D 20/06/2019

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 PS749773P 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: 36 GRENACHE ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 19/06/2024

DOCUMENT END

Security No : 124130600928X
Produced 09/12/2025 12:50 PM

Volume 12088 Folio 119

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 19/06/2024

STATEMENT END

INFORMATION ONLY



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Document Type	Plan
Document Identification	PS749773P
Number of Pages (excluding this cover sheet)	11
Document Assembled	09/12/2025 12:50

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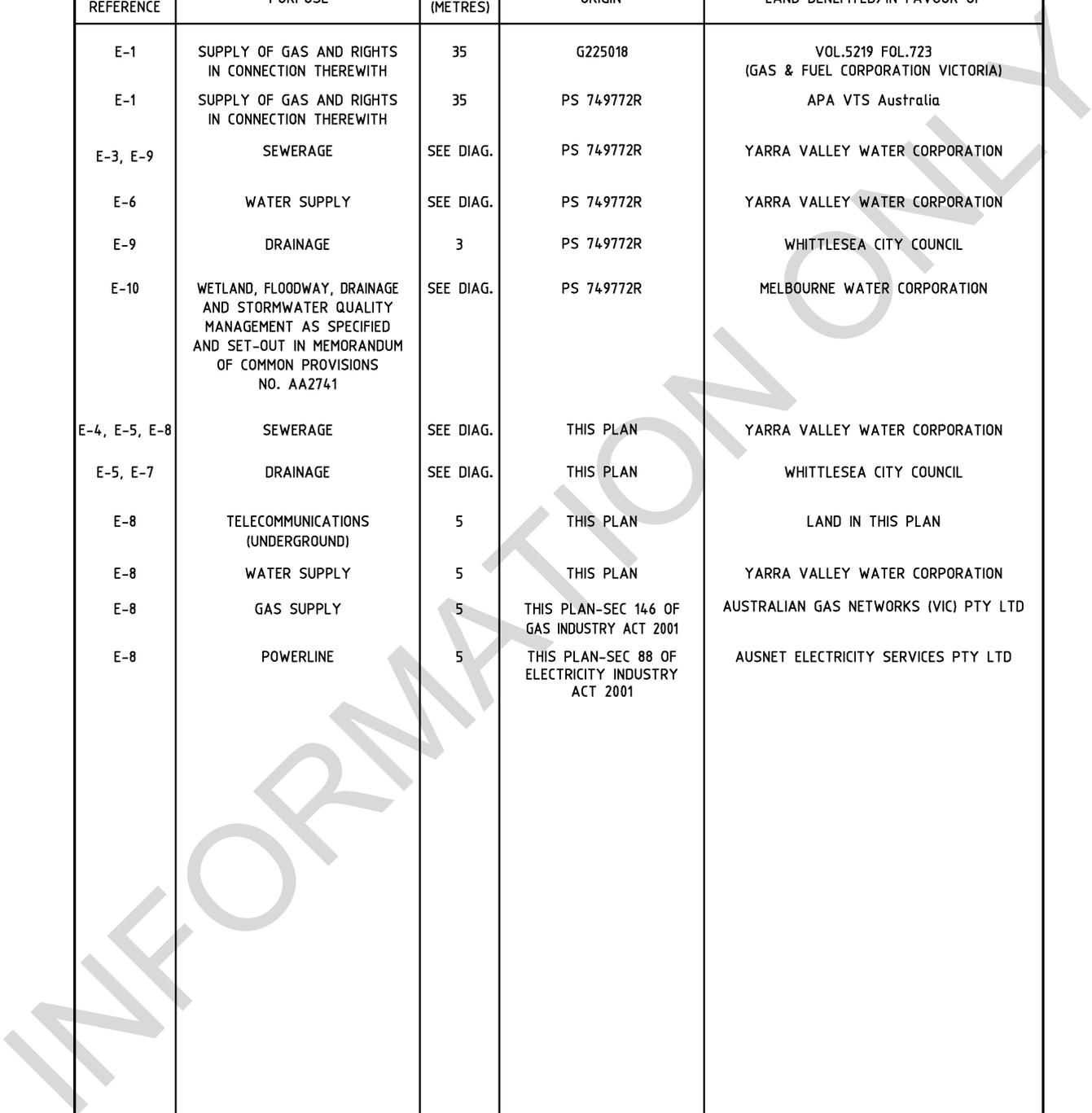
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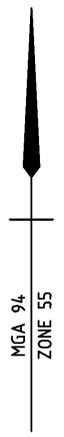
PLAN OF SUBDIVISION			EDITION 1	PS 749773P		
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 17 CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL.12088 FOL. 074 LAST PLAN REFERENCE: PS 749772R (LOT A) POSTAL ADDRESS: 290 CRAIGIEBURN ROAD (AT TIME OF SUBDIVISION) WOLLERT 3750 MGA94 CO-ORDINATES: E 323 250 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 836 600			Council Name: Whittlesea City Council Council Reference Number: 609430 Planning Permit Reference: GH003/16 SPEAR Reference Number: S098415T Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 23/11/2017 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 03/04/2019 Statement of Compliance issued: 23/05/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance			
VESTING OF ROADS AND OR RESERVES			NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON		RESTRICTIONS ARE TO BE CREATED UPON REGISTRATION OF THIS PLAN ---- SEE SHEETS 7 TO 11. LOT B COMPRISES 2 PARTS.			
ROADS R-1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD WHITTLESEA CITY COUNCIL					
NOTATIONS						
DEPTH LIMITATION: DOES NOT APPLY			STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 3249 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 126, 47, 21 IN PROCLAIMED SURVEY AREA No.74			
STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.						
SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 3249 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 126, 47, 21 IN PROCLAIMED SURVEY AREA No.74						
EASEMENT INFORMATION						
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)						
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF		
FOR EASEMENT INFORMATION SEE SHEET 2						
 LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9099 www.calibregroup.com		ARRAMONT Stage 2	DEVELOPMENT AREA: 4.02ha	NO.OF LOTS: 62 + B	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 11 SHEETS
REF: 15-004370/2 VERSION: K PG 1.8.17		Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (K), 20/12/2018, SPEAR Ref: S098415T			PLAN REGISTERED TIME: 6:58 PM DATE: 05/06/2019 C. Grosso Assistant Registrar of Titles	

PS 749773P

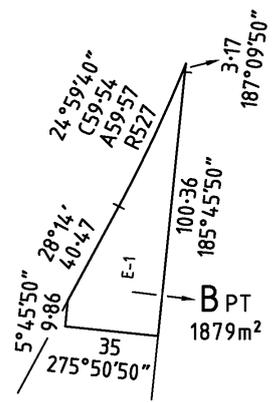
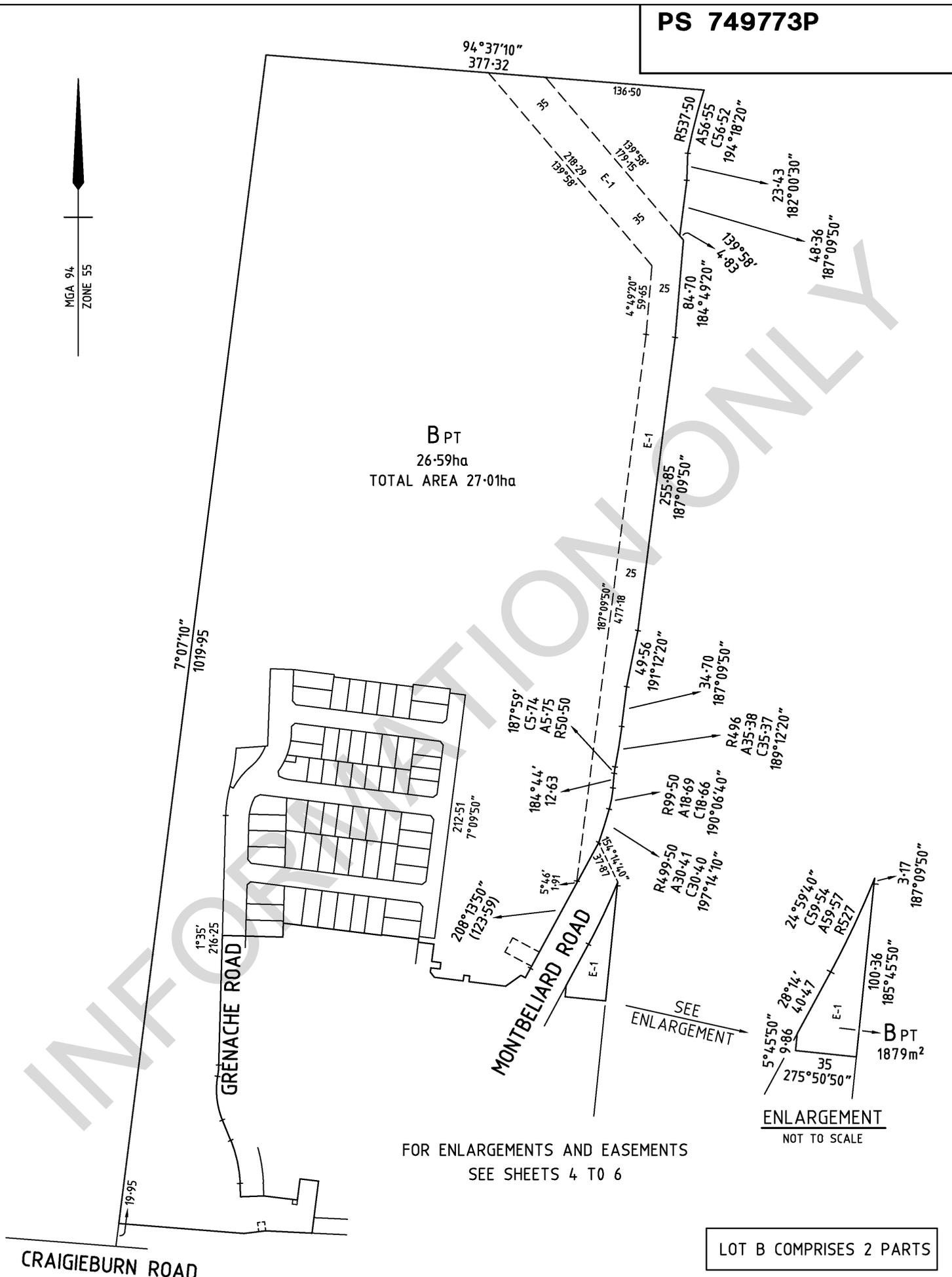
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SUPPLY OF GAS AND RIGHTS IN CONNECTION THEREWITH	35	G225018	VOL.5219 FOL.723 (GAS & FUEL CORPORATION VICTORIA)
E-1	SUPPLY OF GAS AND RIGHTS IN CONNECTION THEREWITH	35	PS 749772R	APA VTS Australia
E-3, E-9	SEWERAGE	SEE DIAG.	PS 749772R	YARRA VALLEY WATER CORPORATION
E-6	WATER SUPPLY	SEE DIAG.	PS 749772R	YARRA VALLEY WATER CORPORATION
E-9	DRAINAGE	3	PS 749772R	WHITTLESEA CITY COUNCIL
E-10	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE DIAG.	PS 749772R	MELBOURNE WATER CORPORATION
E-4, E-5, E-8	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5, E-7	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-8	TELECOMMUNICATIONS (UNDERGROUND)	5	THIS PLAN	LAND IN THIS PLAN
E-8	WATER SUPPLY	5	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-8	GAS SUPPLY	5	THIS PLAN-SEC 146 OF GAS INDUSTRY ACT 2001	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-8	POWERLINE	5	THIS PLAN-SEC 88 OF ELECTRICITY INDUSTRY ACT 2001	AUSNET ELECTRICITY SERVICES PTY LTD



PS 749773P



B PT
26.59ha
TOTAL AREA 27.01ha



ENLARGEMENT
NOT TO SCALE

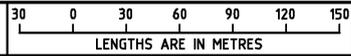
FOR ENLARGEMENTS AND EASEMENTS
SEE SHEETS 4 TO 6

LOT B COMPRISES 2 PARTS



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SCALE
1:3000

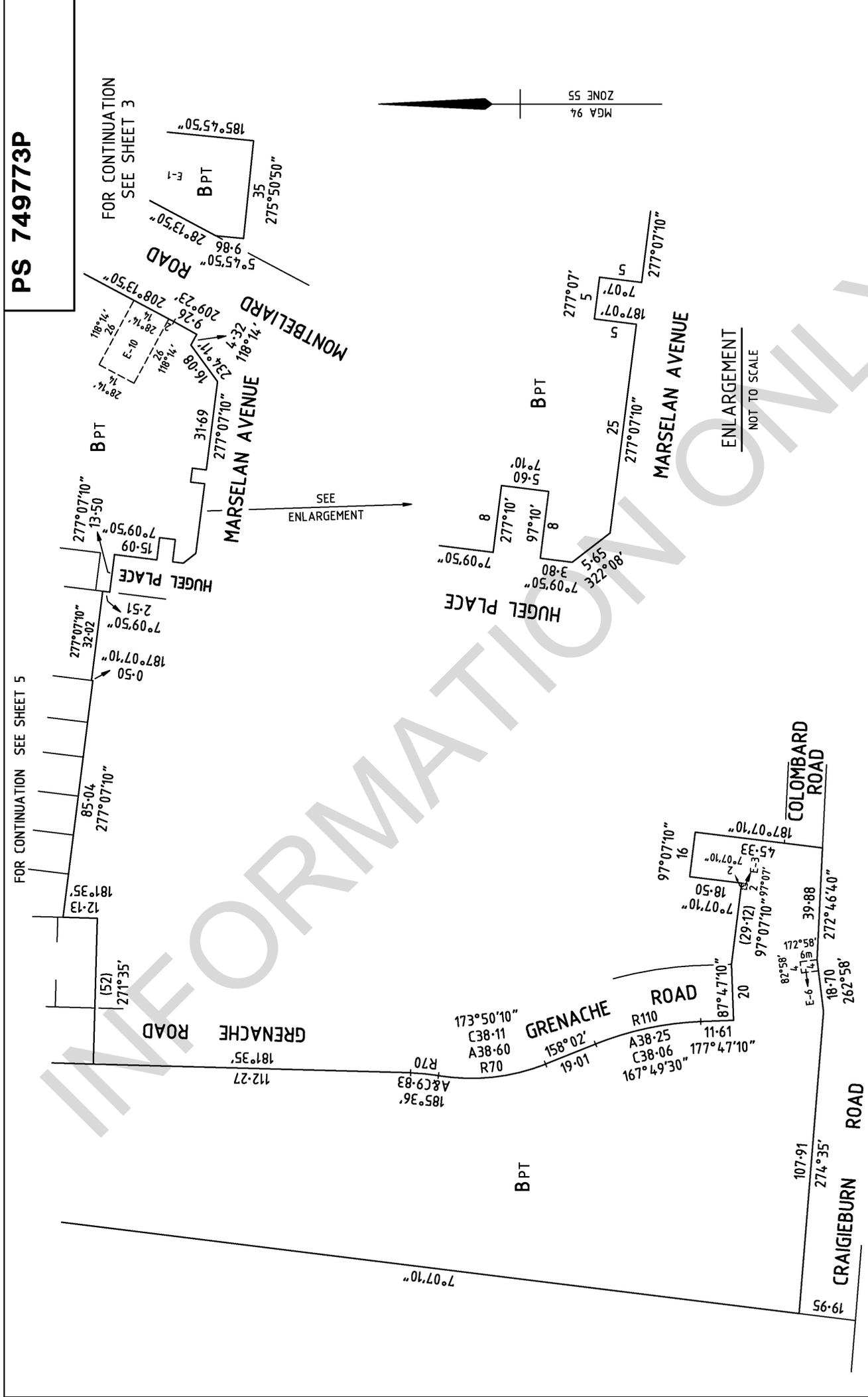


ORIGINAL SHEET
SIZE: A3

SHEET 3 OF 11 SHEETS

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FOR CONTINUATION SEE SHEET 5

FOR CONTINUATION SEE SHEET 3

SEE ENLARGEMENT

ENLARGEMENT NOT TO SCALE

<p>LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (WELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9099 www.calbregroup.com</p>		<p>SCALE 1:1250</p>	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4 OF 11 SHEETS</p>
<p>REF: 15-004-370/2 VERSION: K</p>		<p>Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (K), 20/12/2018, SPEAR Ref: S098415T</p>		<p>Digitally signed by: Whittlesea City Council, 03/04/2019, SPEAR Ref: S098415T</p>	

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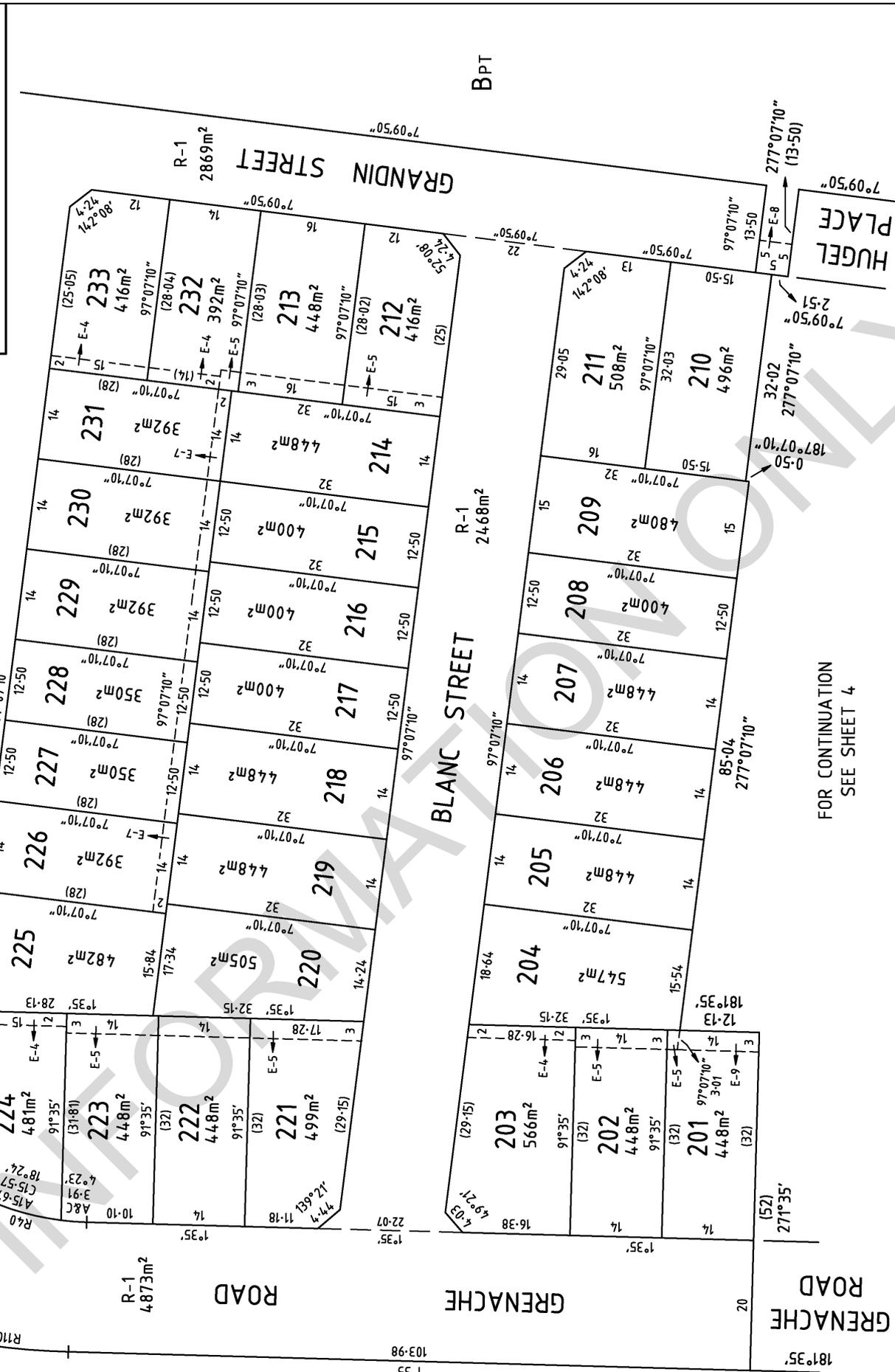
FOR CONTINUATION
SEE SHEET 6

ROTIE STREET

FOR CONTINUATION
SEE SHEET 6

ROTIE STREET

FOR CONTINUATION
SEE SHEET 6



ORIGINAL SHEET
SIZE: A3

SHEET 5 OF 11 SHEETS

SCALE
1:600

LENGTHS ARE IN METRES

0 6 12 18 24 30

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Digitally signed by:
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REF: 15-004-370/2 VERSION: K PG 16.8/17

PS 749773P



<p>15-004-370/2</p> <p>VERSION: K</p> <p>REF: 15-004-370/2</p>	<p>RM 6.12.18</p>	<p>FOR CONTINUATION SEE SHEET 5</p>	<p>SCALE</p> <p>1:600</p>	<p>LENGTHS ARE IN METRES</p> <p>0 6 12 18 24 30</p>	<p>ORIGINAL SHEET</p> <p>SIZE: A3</p>	<p>SHEET 6 OF 11 SHEETS</p>
			<p>Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (K), 20/12/2018, SPEAR Ref: S098415T</p>		<p>Digitally signed by: Whittlesea City Council, 03/04/2019, SPEAR Ref: S098415T</p>	



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PS 7497733P

CREATION OF RESTRICTION No.1

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 201 TO 234, 243 TO 251 AND 253 TO 262 (ALL INCLUSIVE)
 LAND TO BE BENEFITED: LOTS 201 TO 262 (ALL INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY LOT ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTIONS APPLY SHALL NOT:

1. BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT CAUSE TO BE CARRIED OUT OR ALLOW TO BE CARRIED OUT ANY BUILDING OR CONSTRUCTION WORKS ON THE LOT UNLESS:
 - (A) COPIES OF BUILDING PLANS, ELEVATIONS, ROOF PLAN, SITE PLAN (INCORPORATING SETBACK FROM ALL BOUNDARIES, BUILDING ENVELOPE, EXISTING CONTOUR, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS, AND LANDSCAPING) AND SCHEDULE OF EXTERNAL COLOURS AND MATERIALS ("PLANS") HAVE BEEN SUBMITTED TO THE ARRAMONT ASSESSMENT PANEL CARE OF EVOLVE DEVELOPMENT PTY LTD, SUITE B, 1 ALBERT ROAD MELBOURNE 3004 OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE ARRAMONT ASSESSMENT PANEL FROM TIME TO TIME;
 - (B) THE PLANS COMPLY WITH THE DESIGN GUIDELINES, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT www.aramont.com.au AND
 - (C) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAS GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS;

2. AT ANY TIME ERECT, CONSTRUCT, BUILD OR CAUSE TO BE ERECTED, CONSTRUCTED OR BUILT ON A LOT:
 - (A) ANY BUILDING OTHER THAN ONE PRIVATE DWELLING WITH THE USUAL OUTBUILDINGS.
 - (B) ANY BUILDING WITH THE SAME FRONT FACADE TO THAT OF AN EXISTING PRIVATE DWELLING WITHIN 5 HOUSE LOTS, AND OPPOSITE THE PRIVATE DWELLING AND WITHIN 5 HOUSE LOTS, REGARDLESS OF STREET INTERSECTIONS.
 - (C) ANY PRIVATE DWELLING WITH A TOTAL FLOOR AREA (EXCLUDING ANY VERANDAH, BALCONY OR GARAGE) OF LESS THAN:
 - (i) 120m² IN THE CASE OF A LOT HAVING AN AREA BETWEEN 300m² AND 450m².
 - (ii) 150m² IN THE CASE OF A LOT HAVING AN AREA BETWEEN 451m² AND 600m².
 - (iii) 180m² IN THE CASE OF A LOT HAVING AN AREA GREATER THAN 601m².
 - (D) ANY PRIVATE DWELLING (INCLUDING GARAGE) OF WHICH LESS THAN THIRTY PERCENT (30%) OF THE EXTERNAL WALLS (EXCLUDING WINDOWS) IS CONSTRUCTED OF BRICK, BRICK VENEER, MASONRY, MASONRY VENEER OR OTHER APPROVED TEXTURE COATED MATERIAL.
 - (E) ANY PRIVATE DWELLING (INCLUDING GARAGE) UPON WHICH FASCIA BOARD'S TRIM AND EXPOSED METALWORK IS NOT COLOUR CO-ORDINATED WITH THE DWELLING HOUSE, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (F) ANY PRIVATE DWELLING (INCLUDING GARAGE) WITH UNPAINTED AND/OR UNTREATED METALWORK, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (G) ANY PRIVATE DWELLING (INCLUDING GARAGE) WITH REFLECTIVE GLAZING AND/OR TINTED GLASS, UNLESS APPROVED BY THE DESIGN ASSESSMENT PANEL.
 - (H) ANY PRIVATE DWELLING (INCLUDING GARAGE OR CARPORT) WITH A ROOF OF OTHER THAN MASONRY, TERRACOTTA ROOF TILES OR OTHER NON REFLECTIVE MATERIALS.
 - (I) ANY PRIVATE DWELLING THAT DOES NOT ALLOW FOR LOCK UP CAR ACCOMMODATION FOR AT LEAST ONE VEHICLE.
 - (J) ANY OPEN CARPORTS.
 - (K) ANY GARAGE WHICH IS CONSTRUCTED OF MATERIALS OTHER THAN MATERIALS OF THE SAME TYPE AND FINISH AS THE PRIVATE DWELLING ON A LOT.
 - (L) ANY GARAGE WITH ROLLER DOORS OR METAL TRAY DECK DOORS.

3. AT ANY TIME CONSTRUCT OR BUILD A DRIVEWAY OF ANY MATERIAL OTHER THAN COLOURED CONCRETE, PAVERS OR CONCRETE WITH EXPOSED AGGREGATE OR STAMPED OR STENCILED SURFACING IN NEUTRAL COLOURED TONES.

4. AT ANY TIME CONSTRUCT OR BUILD A DRIVEWAY WITHIN 500mm OF A SIDE BOUNDARY.

5. AT ANY TIME ALLOW FEATURES TO EXIST OTHER THAN SCREENING PLANTS, BETWEEN A DRIVEWAY AND A SIDE BOUNDARY, RESTRICTED TO THE CLOSEST SIDE BOUNDARY.

FOR CONTINUATION SEE SHEET 8

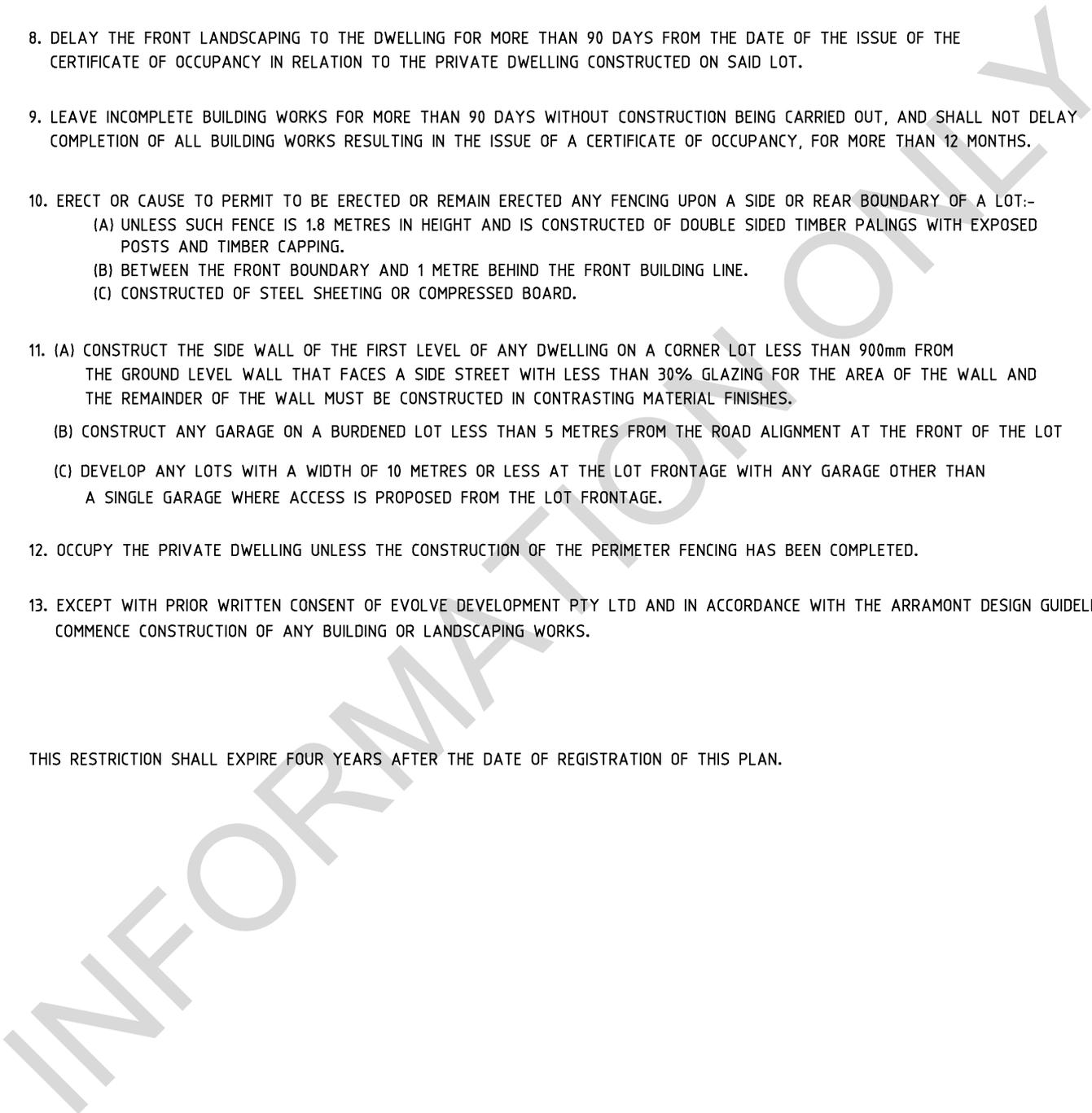
 <p>LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9203 9000 F 03 9203 9099 www.calbregroup.com</p>	<p>Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (K), 20/12/2018, SPEAR Ref: S098415T</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 7 OF 11 SHEETS</p> <p>Digitally signed by: Whittlesea City Council, 03/04/2019, SPEAR Ref: S098415T</p>
<p>REF: 15-004370/2 VERSION: K PG 16.8.17</p>			

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CREATION OF RESTRICTION No.1 (CONTINUED)

- 6. DAMAGE EXISTING DRIVEWAYS, CROSSOVERS AND FOOTPATHS DURING THE CONSTRUCTION OF DRIVEWAYS.
- 7. DELAY THE CONSTRUCTION OF DRIVEWAY FROM THE FRONT ALLOTMENT BOUNDARY TO THE SETBACK OF THE GARAGE FOR MORE THAN 90 DAYS FROM THE DATE OF THE ISSUE OF THE CERTIFICATE OF OCCUPANCY IN RELATION TO THE PRIVATE DWELLING CONSTRUCTED ON THE SAID LOT.
- 8. DELAY THE FRONT LANDSCAPING TO THE DWELLING FOR MORE THAN 90 DAYS FROM THE DATE OF THE ISSUE OF THE CERTIFICATE OF OCCUPANCY IN RELATION TO THE PRIVATE DWELLING CONSTRUCTED ON SAID LOT.
- 9. LEAVE INCOMPLETE BUILDING WORKS FOR MORE THAN 90 DAYS WITHOUT CONSTRUCTION BEING CARRIED OUT, AND SHALL NOT DELAY COMPLETION OF ALL BUILDING WORKS RESULTING IN THE ISSUE OF A CERTIFICATE OF OCCUPANCY, FOR MORE THAN 12 MONTHS.
- 10. ERECT OR CAUSE TO PERMIT TO BE ERECTED OR REMAIN ERECTED ANY FENCING UPON A SIDE OR REAR BOUNDARY OF A LOT:-
 - (A) UNLESS SUCH FENCE IS 1.8 METRES IN HEIGHT AND IS CONSTRUCTED OF DOUBLE SIDED TIMBER PALINGS WITH EXPOSED POSTS AND TIMBER CAPPING.
 - (B) BETWEEN THE FRONT BOUNDARY AND 1 METRE BEHIND THE FRONT BUILDING LINE.
 - (C) CONSTRUCTED OF STEEL SHEETING OR COMPRESSED BOARD.
- 11. (A) CONSTRUCT THE SIDE WALL OF THE FIRST LEVEL OF ANY DWELLING ON A CORNER LOT LESS THAN 900mm FROM THE GROUND LEVEL WALL THAT FACES A SIDE STREET WITH LESS THAN 30% GLAZING FOR THE AREA OF THE WALL AND THE REMAINDER OF THE WALL MUST BE CONSTRUCTED IN CONTRASTING MATERIAL FINISHES.
 - (B) CONSTRUCT ANY GARAGE ON A BURDENED LOT LESS THAN 5 METRES FROM THE ROAD ALIGNMENT AT THE FRONT OF THE LOT
 - (C) DEVELOP ANY LOTS WITH A WIDTH OF 10 METRES OR LESS AT THE LOT FRONTAGE WITH ANY GARAGE OTHER THAN A SINGLE GARAGE WHERE ACCESS IS PROPOSED FROM THE LOT FRONTAGE.
- 12. OCCUPY THE PRIVATE DWELLING UNLESS THE CONSTRUCTION OF THE PERIMETER FENCING HAS BEEN COMPLETED.
- 13. EXCEPT WITH PRIOR WRITTEN CONSENT OF EVOLVE DEVELOPMENT PTY LTD AND IN ACCORDANCE WITH THE ARRAMONT DESIGN GUIDELINES, COMMENCE CONSTRUCTION OF ANY BUILDING OR LANDSCAPING WORKS.

THIS RESTRICTION SHALL EXPIRE FOUR YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



PS 749773P

CREATION OF RESTRICTION No.2

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 201 TO 234, 243 TO 251 AND 253 TO 262 (ALL INCLUSIVE)

LAND TO BE BENEFITED: LOTS 201 TO 262 (ALL INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

1. BUILD ANY DWELLING OTHER THAN WITHIN THE APPROVED BUILDING ENVELOPE SHOWN ON THE SCHEDULE ON SHEETS 10 AND 11 ON THIS PLAN, UNLESS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
THIS COVENANT SHALL CEASE TO HAVE EFFECT AFTER A PERIOD OF 10 YEARS FROM THE DATE OF REGISTRATION.
2. SHALL NOT CONSTRUCT OR ALLOW TO CONSTRUCT ANY MORE THAN ONE DWELLING PER LOT.
UNLESS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.

CREATION OF RESTRICTION No.3

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 235 TO 242 AND LOT 252 (ALL INCLUSIVE)

LAND TO BE BENEFITED: LOTS 201 TO 262 (ALL INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

1. DEVELOP THE LAND UNLESS THE PLANS COMPLY WITH THE DESIGN GUIDELINES, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT www.arramont.com.au
2. THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION 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 B)' UNLESS IN ACCORDANCE WITH A PLANNING PERMIT GRANTED TO CONSTRUCT A DWELLING ON THE LOT.

THIS RESTRICTION WILL CEASE TO HAVE EFFECT AFTER THE ISSUE OF CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF THE DWELLING ON THE LOT.

CREATION OF RESTRICTION No.4

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 201 TO 262 (ALL INCLUSIVE)

LAND TO BE BENEFITED: LOTS 201 TO 262 (ALL INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- (A) CONSTRUCT 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 MINIMUM 25% TRANSPARENCY AND HAS A MAXIMUM HEIGHT OF 1.5 METRES

(B) CONSTRUCT ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR THE USE OF RECYCLED WATER IN TOILET FLUSHING AND GARDEN WATERING.

GARDEN AREA REQUIREMENTS

(A) CONSTRUCT ANY DWELLING ON ANY LOT UNLESS IT INCLUDES AN AREA ON THE LOT WHICH MEETS THE 'GARDEN AREA' REQUIREMENTS AS OUTLINED IN CLAUSE 32.08-4 OF THE WHITTLESEA PLANNING SCHEME.

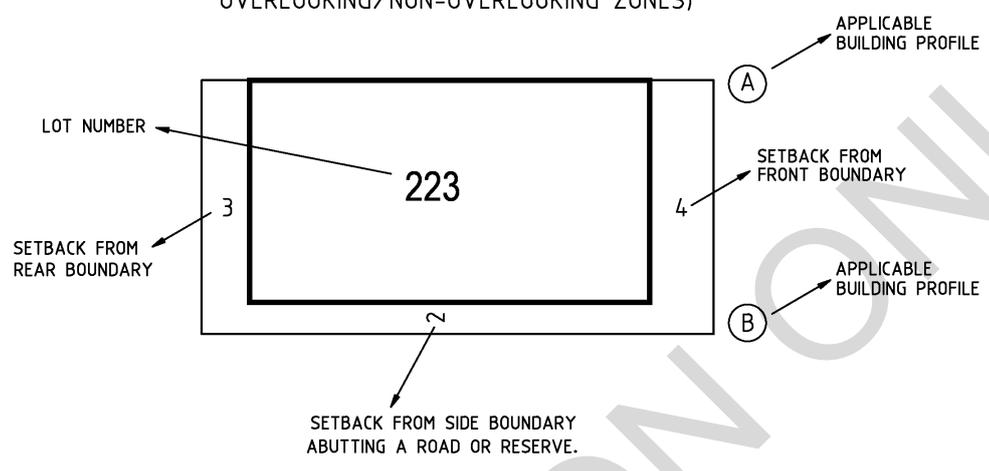
 <p>LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9099 www.calbregroup.com</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 9 OF 11 SHEETS</p>
<p>REF: 15-004370/2 VERSION: K PG 16.8.17</p>	<p>Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (K), 20/12/2018, SPEAR Ref: S098415T</p>	<p>Digitally signed by: Whittlesea City Council, 03/04/2019, SPEAR Ref: S098415T</p>

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BUILDING ENVELOPE SCHEDULE

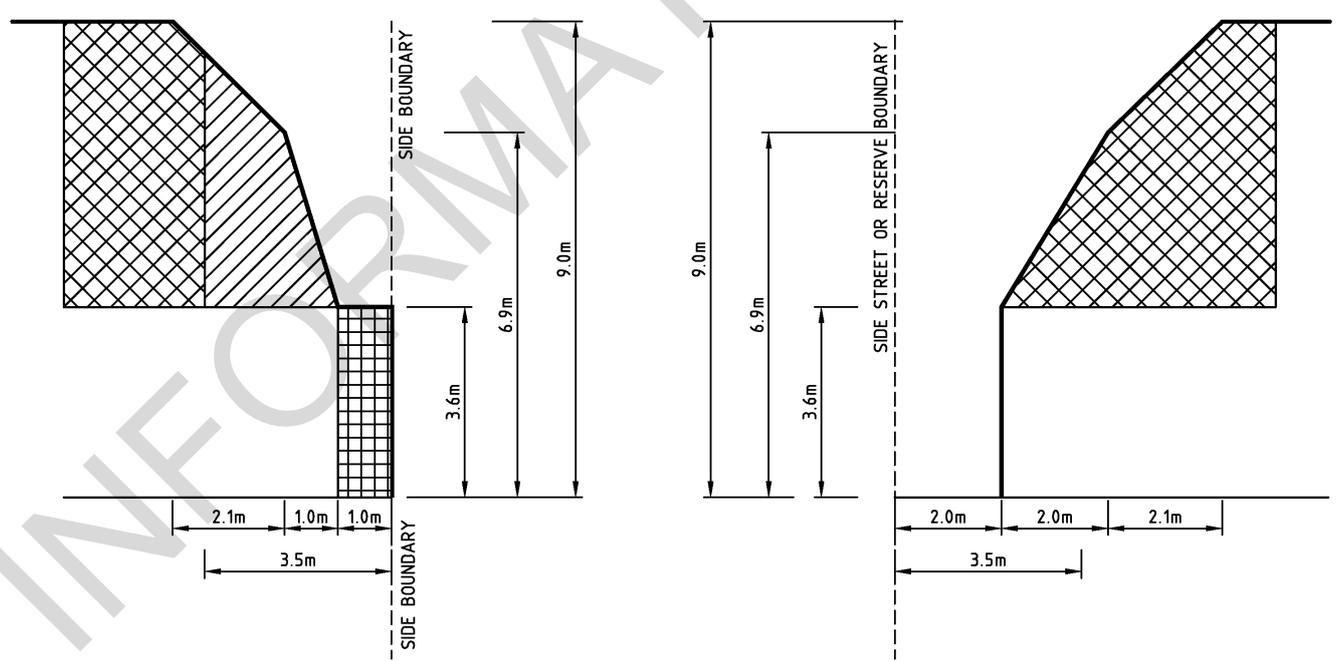
THE BUILDING ENVELOPES ARE SHOWN ENCLOSED WITHIN CONTINUOUS THICK LINES

DOUBLE STOREY BUILDING ENVELOPE
(REFER TO APPLICABLE BUILDING PROFILE FOR OVERLOOKING/NON-OVERLOOKING ZONES)



(A) BUILDING PROFILE 'A'

(B) BUILDING PROFILE 'B'



	OVERLOOKING ZONE HABITABLE ROOM WINDOWS/RAISED OPEN SPACES ARE A SOURCE OF OVERLOOKING.		NON OVERLOOKING ZONE HABITABLE ROOM WINDOWS/RAISED OPEN SPACES ARE NOT A SOURCE OF OVERLOOKING.
	BUILDING TO BOUNDARY ZONE WALL ON BOUNDARY PERMISSIBLE TO A MAXIMUM LENGTH OF 20m.		

**BUILDING ENVELOPE SCHEDULE
DIAGRAM**

PS 749773P



214
4

BUILDING ENVELOPES (SHOWN ENCLOSED WITHIN CONTINUOUS THICK LINES)
LOT NUMBER
SETBACK FROM BOUNDARY

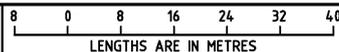
NOTES:

1. THE BUILDING CAN BE BUILT ON EITHER SIDE BOUNDARY WHERE NOTED AS "0 or 1" ON THIS DIAGRAM BUT MUST MAINTAIN A MINIMUM 1m SETBACK TO THE OPPOSITE BOUNDARY.
2. THE PROVISIONS OF PART 4 OF THE BUILDING REGULATIONS APPLY (APART FROM THE FRONT SETBACK WHICH IS REGULATION 409); AND
3. EASEMENT NOTATION – WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE WITHIN THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDINGS ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT BY THE RELEVANT SERVICE AUTHORITY.



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Southbank VIC 3006
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1:800



ORIGINAL SHEET
SIZE: A3

SHEET 11 OF 11 SHEETS

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DJM Building Consultants Pty Ltd
 Suite 6, 24 Lakeside Drive
 Burwood East, 3151
 P: 9887 7990
 E: djm@djmbc.com.au

Application Number: BLD20193404

FORM 2

Regulation 37(1)
 Building Act 1993
 Building Regulations 2018

BUILDING PERMIT
Building Permit No. CBSU 60948/4657432795779

Issued to

Agent of Owner **Henley - East**
 Postal Address **395 Ferntree Gully Rd Mount Waverley** Postcode **3149**
 Address for serving or giving of documents: **395 Ferntree Gully Rd Mount Waverley** Postcode **3149**
 Contact Person **An Hurst** Telephone

Ownership Details (if person issued with permit is not the owner)

Owner **Ramon Dela Cruz**
 Postal Address **15 Pine Park Dr Wollert** Postcode **3750**

Ownership Details (if person issued with permit is not the owner)

Owner **Gilda Dela Cruz**
 Postal Address **15 Pine Park Dr Wollert** Postcode **3750**

Property Details [include title details as and if applicable]

Number **36** Street/Road **Grenache Road** Suburb **Wollert** Postcode **3750**
 Lot/s **203** LP/PS **PS749773**

Municipal District **Whittlesea City Council**

Builder

Name **Henley Arch Pty Ltd** Telephone **95745462**
 Address **395 Ferntree Gully Rd Mount Waverley 3149**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Henley Arch Pty Ltd	CDB-U	CDB-U49972

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Matthew Lanning	EC	EC59314

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA**

Details of Relevant Planning Permit

Nature of Building Work

Description: **Dwelling and Garage**

Storeys contained: **1**

BAL Level: **N/A**

Termite Zone: **No**

Version of BCA applicable to permit:

Cost of Building Work: **\$374,967.00**

Total floor area of new building work in m²: **302**

Building classification

Part of Building: **Whole**

BCA Classification: **1ai**

Part of Building: **Whole**

BCA Classification: **10a**

Performance Solution

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

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Overhangs Clause 3.2.2.7	P2.1.1
Mortar Mix Tolerances Clause 3.3.5.4 & 3.3.5.0, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
Height of DPC above Ground Level for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Garage & Dwelling Floor Level Clause 3.1.3.3(b), 3.3.5.8(b) & 3.3.5.0, AS 4773.2, Clause 9.6.1	P2.2.1, P2.2.2 & P2.2.3
Masonry Veneer Wall Flashings Clause 3.3.5.8(b)	P2.2.2
Width of Masonry Veneer Cavity Clause 3.3.5.6	P2.2.2
Damp-proof course/flushing setback distance on face masonry & rendered walls Clause 3.3.5.8(b) & 3.3	P2.2.2 & P2.2.3
Vapour Barrier Branding Clause 3.2.2.6(a)(iii)	P2.2.3
Wet Area Flooring System (Vinyl Plank & Strip Flooring on Concrete Floors) Clause 3.8.1.1	P2.4.1
Wet Area Construction Laundries, Powder Rooms & WC's Clause 3.8.1.2, Table 3.8.1.1 & AS 3740	P2.4.1
Stair Tolerance Values Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Pre-slab Inspection
2. Steel for Slab Inspection (& CHECK PRE-SLAB RESULT OK)
3. Framework Inspection
4. Occupancy Permit Inspection

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/part of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 26 July 2020

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 26 July 2021

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.

Conditions

This permit is subject to the following conditions

1. Roof truss computations to be provided for approval prior to frame inspection. Note: Lintel sizes may be altered if supporting point loads.

Relevant Building Surveyor

Name: **DJM Building Consultants Pty Ltd**

Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**

Building practitioner registration no.: **CBSU 60948**

Permit no.: **CBSU 60948/4657432795779**

Date of issue of permit: **26 July 2019**



DJM Building Consultants Pty Ltd
Suite 6, 24 Lakeside Drive
Burwood East, 3151
P: 9887 7990
E: djm@djmbc.com.au

Application Number: BLD20193404

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

Property Details

Number: **36** Street/Road: **Grenache Road** Suburb: **Wollert** Postcode: **3750**
Lot/s: **203** LP/PS: **PS749773** Volume: Folio:
Crown: allotment Section: No Parish: County:
Municipal District: **Whittlesea City Council**

Building permit details

Building permit number: **CBSU 60948/4657432795779**
Version of BCA applicable to building permit: **2016 Volume 2**

Building Details

Part of building to which permit applies: **Whole**
Permitted use: **Dwelling**
BCA Class of building: **1a1**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated:

Part of building to which permit applies: **Whole**
Permitted use: **Garage**
BCA Class of building: **10a**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated:

Storeys contained: **1** Rise in storeys (for Class 2-9 buildings):
Effective height: Type of construction:

Performance solution

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

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Overhangs Clause 3.2.2.7	P2.1

Masonry Mortar Mix Clause 3.3.1.0, AS 4773.2, Table 3.2	P2.1 & P2.2.2
Mortar Mix Tolerances Clause 3.3.1.0, AS4773.2, Table 3.2	P2.1 & P2.2.2
Glass Balustrades Clause 3.6.0(b)(x) & AS 1288, Clause 7.3.2	P2.1.1
Garage Entry Weatherproofing Not Applicable	P2.2.1, P2.2.2 & 2.2.3
Height of DPC above Grnd Level-Roofed Alfresco&Porch area Cl 3.1.2.3(b), 3.3.1.0(b)&AS4773.2,Cl9.6.1	P2.2.1, P2.2.2 & P2.2.3
Width of Masonry Veneer Cavity Clause 3.3.4.2(a)	P2.2.2
Masonry Veneer Wall Flashings Clause 3.3.4.0	P2.2.2
Construction of Weepholes Clause 3.3.4.2(a)	P2.2.2
Vapour Barrier Branding Clause 3.2.2.6	P2.2.3
Damp-proof course/flashing s-back dstnce on face masonry&rendered wallsCls 3.3.4.0,AS4773.2,Cls9.6.1	P2.2.3
Wet Area Construction - Bathrooms, Laundries & W.C's Clause 3.8.1.2 & AS 3470	P2.4.1
Stair Tread & Riser Consistency Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Cooking facilities are to be installed prior to occupation.
2. Power, gas, water and water tank/solar hot water system, if required, are to be provided to the dwelling prior to occupation.
3. Smoke alarms have been provided to the dwelling, regular maintenance inspections are the responsibility of the owner.

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

Inspection Records

Pre-slab Inspection Date : 20/09/2019

Inspection Records

Steel for Slab Inspection Date : 23/09/2019

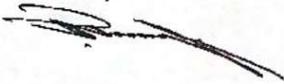
Inspection Records

Framework Inspection Date : 4/10/2019

Inspection Records

Occupancy Permit Inspection Date : 12/02/2020

Relevant building surveyor

Name: DJM Building Consultants Pty Ltd
Address: Suite 6, 24 Lakeside Drive, Burwood East, 3151
Email: permits@djmbc.com.au
Building practitioner registration no.: CBSU 60948
Municipal district name: Whittlesea City Council
Occupancy Permit no. CBSU 60948/4657432795779
Date of issue: 17 February 2020
Signature: 

INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Ramon Dela Cruz, Gilda Dela Cruz
15 Pine Park Drive
WOLLERT
VIC 3750

Policy Number:
C419746

Policy Inception Date:
25/02/2019

Builder Account Number:
014395

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 203 Grenache Drive WOLLERT VIC 3750 Australia**
Carried out by the builder: **HENLEY ARCH PTY LTD**
Builder ACN: **007316930**

! 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): **Ramon Dela Cruz, Gilda Dela Cruz**
Pursuant to a domestic building contract dated: **21/02/2019**
For the contract price of: **\$ 374,967.00**
Type of Cover: **Cover is only provided if HENLEY ARCH 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.

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.

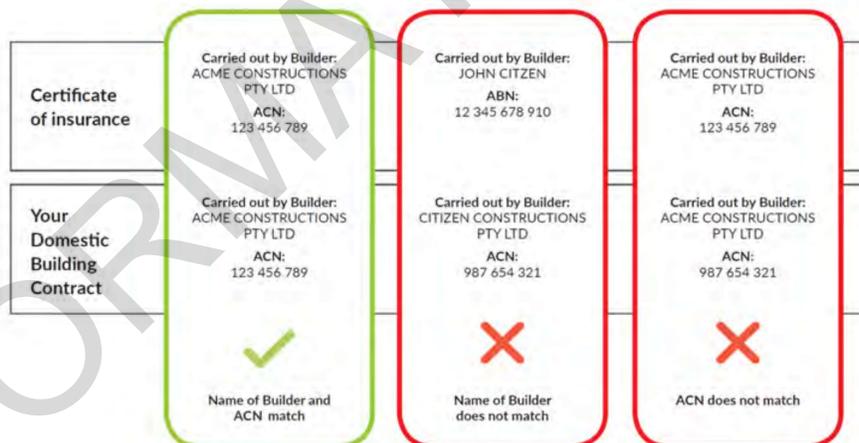
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$835.00
GST:	\$83.50
Stamp Duty:	\$91.85
Total:	\$1,010.35

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





Z Fili
36 Grenache Road
WOLLERT VIC 3750

Assessment number: **1071513**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **71E0918CBZ**

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

Instalment 1

\$2,828.95

Due By 30/09/2025

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

Instalment 2 **\$739.00**

Due By 30/11/2025

Instalment 3 **\$739.00**

Due By 28/02/2026

Instalment 4 **\$739.00**

Due By 31/05/2026

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

OR

Lump sum **\$5,045.95**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property Details 36 Grenache Road WOLLERT VIC 3750

LOT 203 PS 749773P

Owner: Fili, Zeynab

Ward: Ganbu Gulinj

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$500,000	\$950,000	\$47,500
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 950,000 x 0.00017300	\$164.35
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

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

Council Rates And Charges

Balance Brought Forward	\$2,089.53
General rate 47,500 x 0.04728680	\$2,246.12
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$5,045.95

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

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 Council Offices

See the back of this notice for opening hours and locations

BPAY



**Billers Code: 5157
Ref: 1071513**

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



**Billpay Code: 0350
Ref: 10715137**

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 10715137



*350 10715137

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$2,246.12
Farm*	0.02837208	\$1,347.67

* Eligible ratepayers can apply for farm rate.
Please see Council's website for details on how to apply.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

✉ Locked Bag 1, Bundoora MDC VIC 3083

@ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Mrs Z Fili
36 Grenache Rd
WOLLERT VIC 3750

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	5986836400
Issue date	9 Dec 2025
Property address	36 Grenache Rd Wollert
Property reference	5211494
Yarra Valley Water ABN 93 066 902 501	

Statement of transactions

Statement period 1 Jul 2025 to 9 Dec 2025

Date	Transaction	Period	Usage	Debit	Credit	Balance
01/07/25	Balance Brought Forward					-\$102.84
14/07/25	Payment - Direct Debit Bank Account				\$50.00	-\$152.84
28/07/25	Payment - Direct Debit Bank Account				\$50.00	-\$202.84
07/08/25	Waterways and Drainage Charge	30/06/25 - 30/09/25		\$31.51		-\$171.33
07/08/25	Parks Charge	30/06/25 - 30/09/25		\$22.63		-\$148.70
07/08/25	Sewerage System Charge	30/06/25 - 30/09/25		\$122.58		-\$26.12
07/08/25	Water Supply System Charge	30/06/25 - 30/09/25		\$21.26		-\$4.86
11/08/25	Payment - Direct Debit Bank Account				\$50.00	-\$54.86
11/08/25	Recycled Water Usage Charge	14/05/25 - 08/08/25	8kL	\$15.56		-\$39.30
11/08/25	Water and Sewer Usage Charge	14/05/25 - 08/08/25	25kL	\$87.42		\$48.12
11/08/25	Pension and Concession Rebate				\$93.79	-\$45.67
25/08/25	Payment - Direct Debit Bank Account				\$50.00	-\$95.67
08/09/25	Payment - Direct Debit Bank Account				\$50.00	-\$145.67
22/09/25	Payment - Direct Debit Bank Account				\$30.00	-\$175.67

Continued next page

Download a statement anytime online

1. Login or register for an online account at yvw.com.au/online
2. Go to Bills & Payments to download a detailed transaction
3. Choose your preferred dates and format (PDF or Excel)

Date	Transaction	Period	Usage	Debit	Credit	Balance
06/10/25	Payment - Direct Debit Bank Account				\$30.00	-\$205.67
20/10/25	Payment - Direct Debit Bank Account				\$30.00	-\$235.67
03/11/25	Payment - Direct Debit Bank Account				\$30.00	-\$265.67
10/11/25	Waterways and Drainage Charge	30/09/25 - 31/12/25		\$31.51		-\$234.16
10/11/25	Parks Charge	30/09/25 - 31/12/25		\$22.63		-\$211.53
10/11/25	Sewerage System Charge	30/09/25 - 31/12/25		\$122.58		-\$88.95
10/11/25	Water Supply System Charge	30/09/25 - 31/12/25		\$21.26		-\$67.69
11/11/25	Recycled Water Usage Charge	08/08/25 - 10/11/25	7kL	\$13.78		-\$53.91
11/11/25	Water and Sewer Usage Charge	08/08/25 - 10/11/25	19kL	\$67.88		\$13.97
11/11/25	Pension and Concession Rebate				\$93.79	-\$79.82
17/11/25	Payment - Direct Debit Bank Account				\$30.00	-\$109.82
01/12/25	Payment - Direct Debit Bank Account				\$30.00	-\$139.82
02/12/25	Cancelled Payment - Direct Debit Bank Account			\$30.00		-\$109.82
Balance				\$610.60	\$617.58	-\$109.82

From www.planning.vic.gov.au at 09 December 2025 12:30 PM

PROPERTY DETAILS

Address: **36 GRENACHE ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 203 PS749773**
Standard Parcel Identifier (SPI): **203\PS749773**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1071513**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 E10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

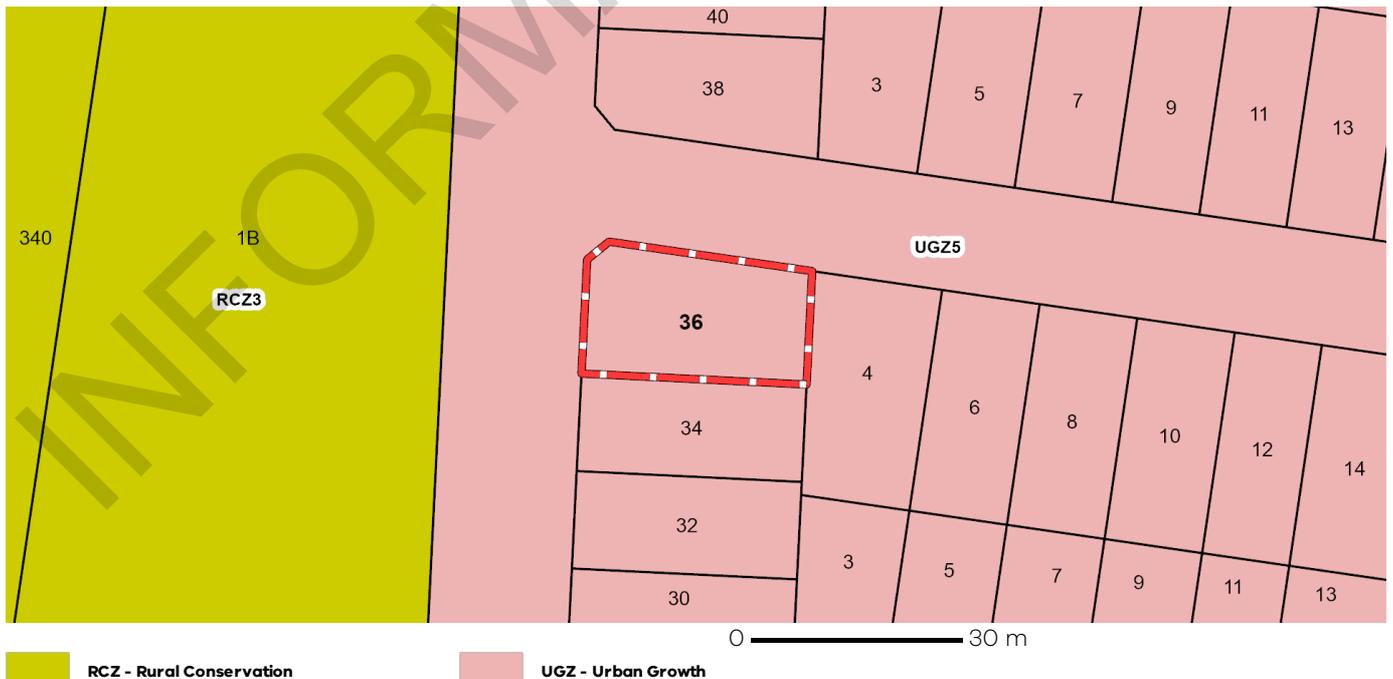
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

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



RCZ - Rural Conservation

UGZ - Urban Growth

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



DCPO - Development Contributions Plan Overlay

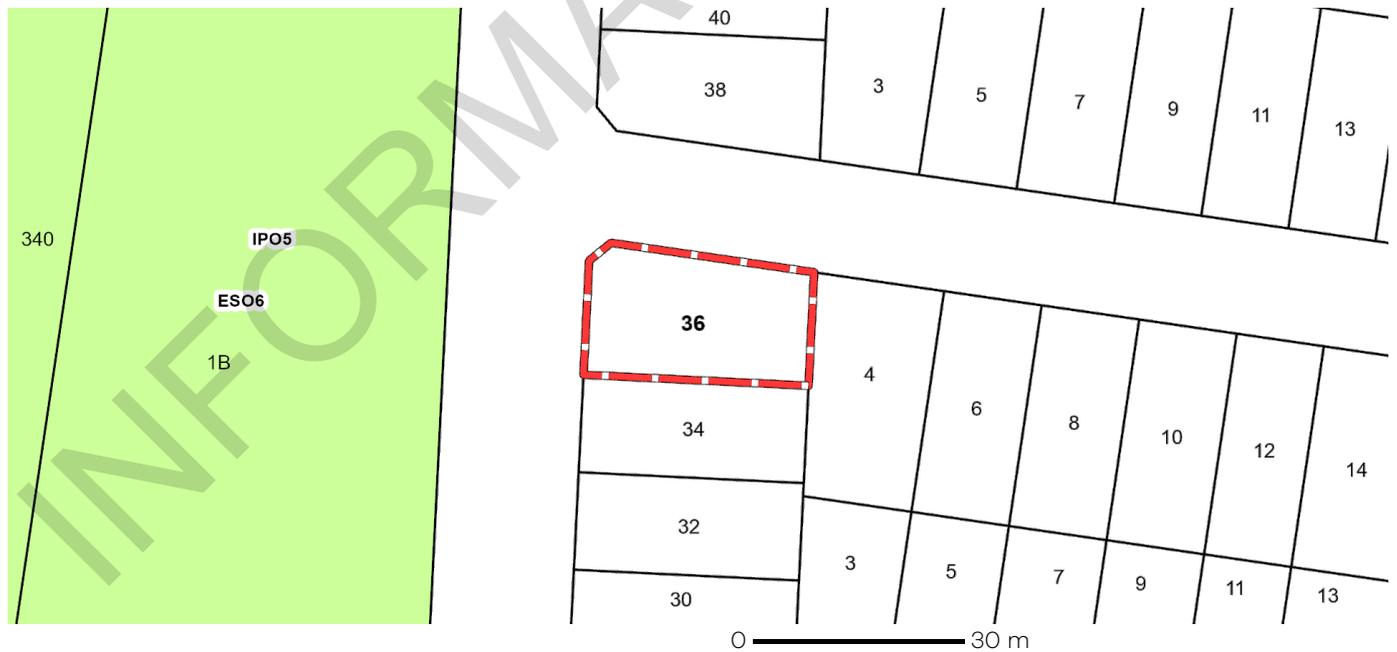
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



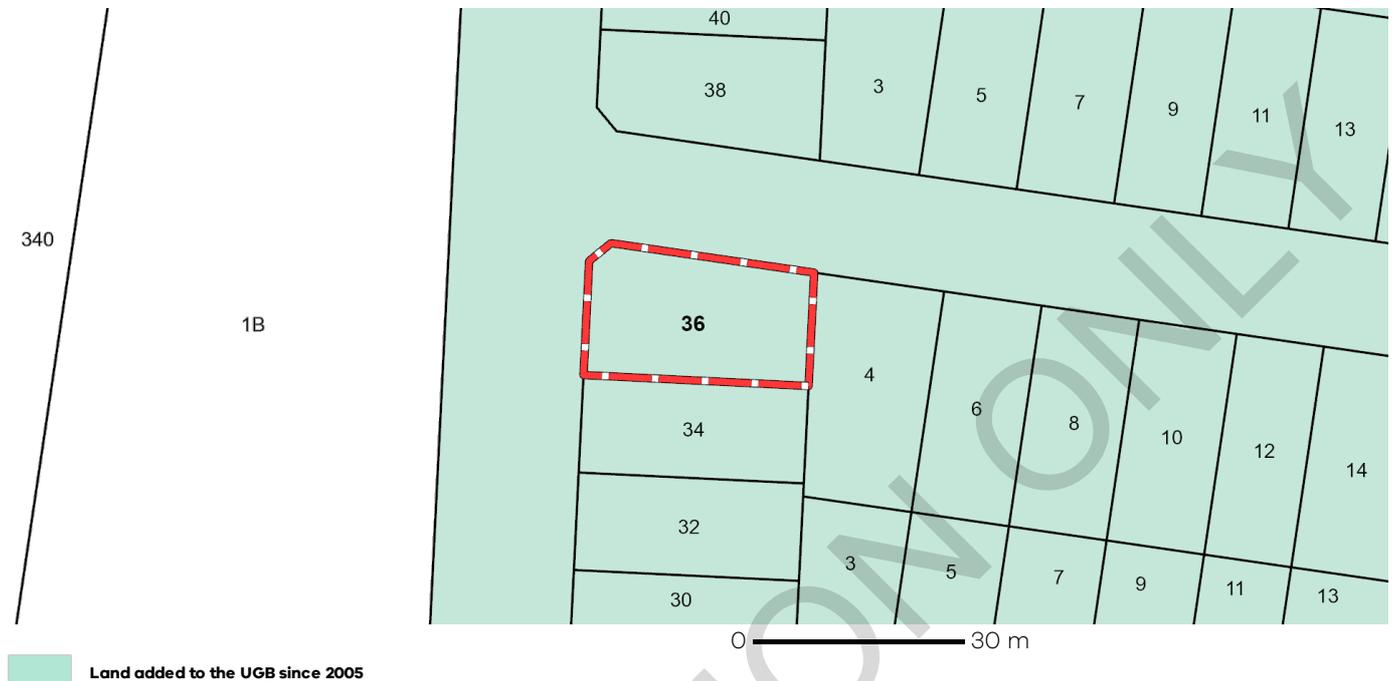
ESO - Environmental Significance Overlay

IPO - Incorporated Plan Overlay

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

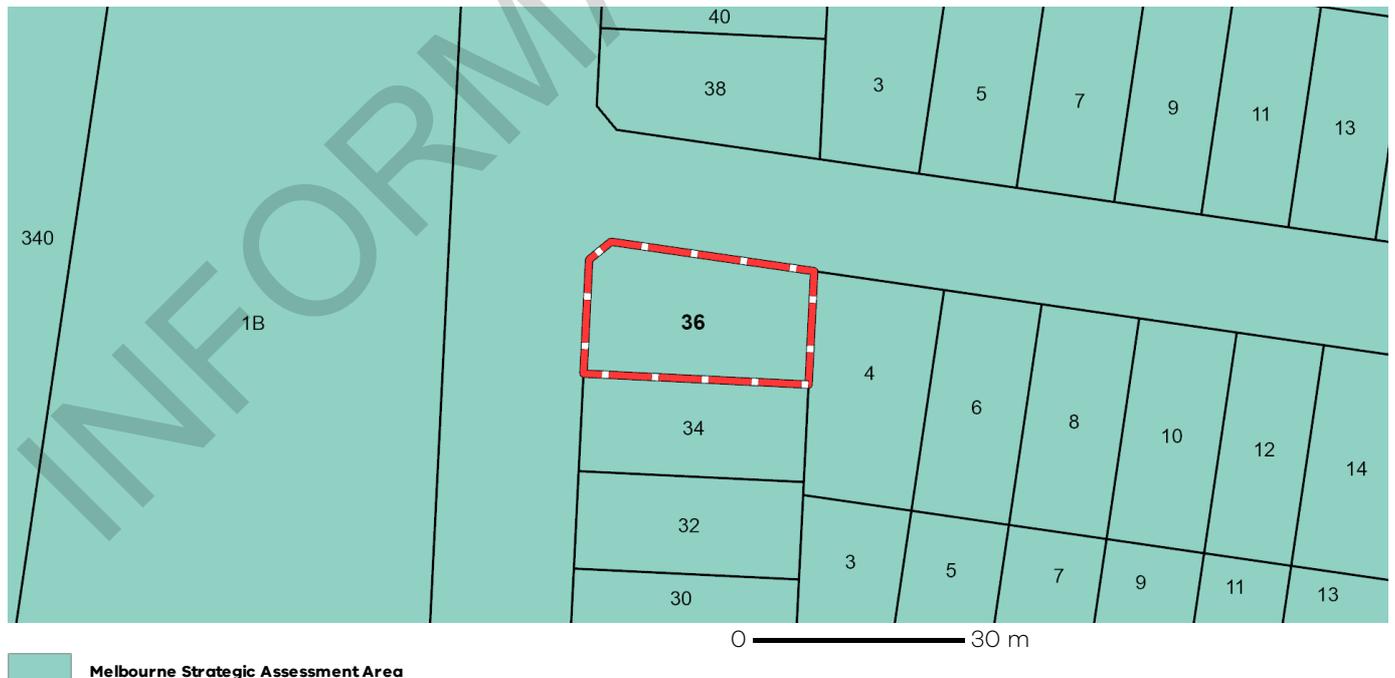
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

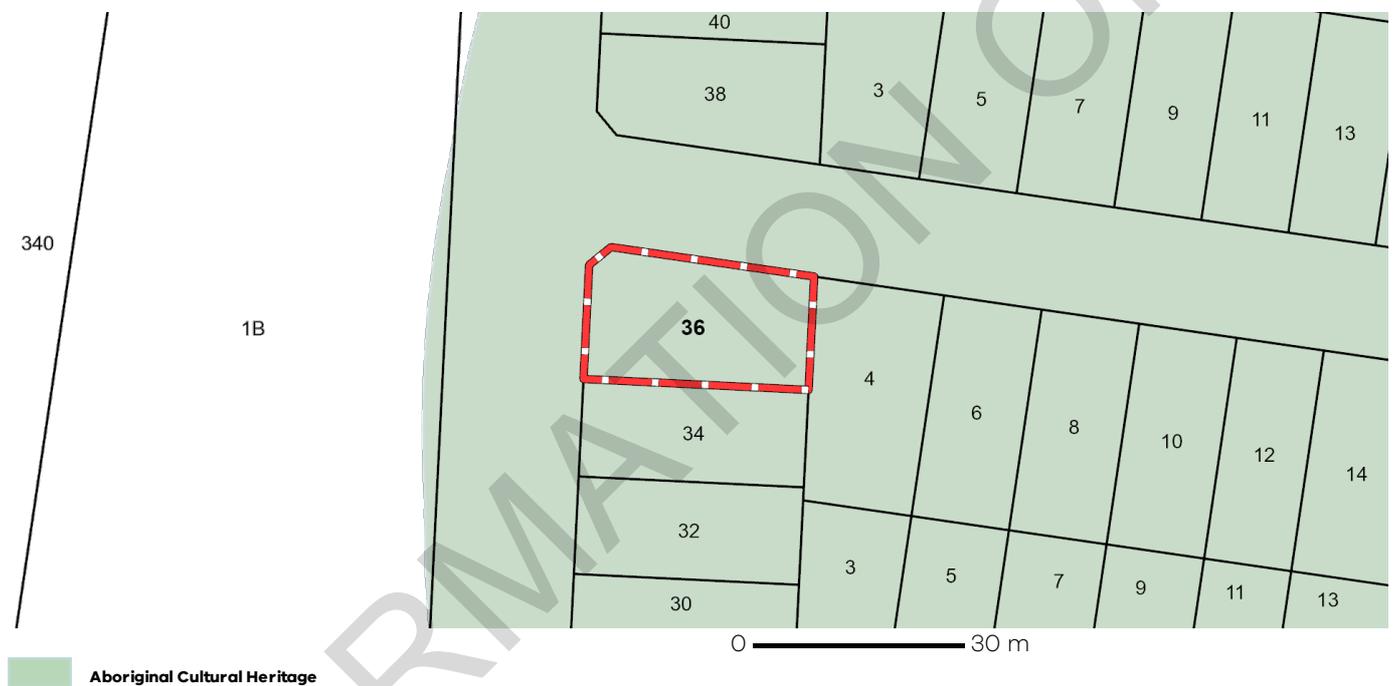
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 5 December 2025.

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

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

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

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

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

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

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

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

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

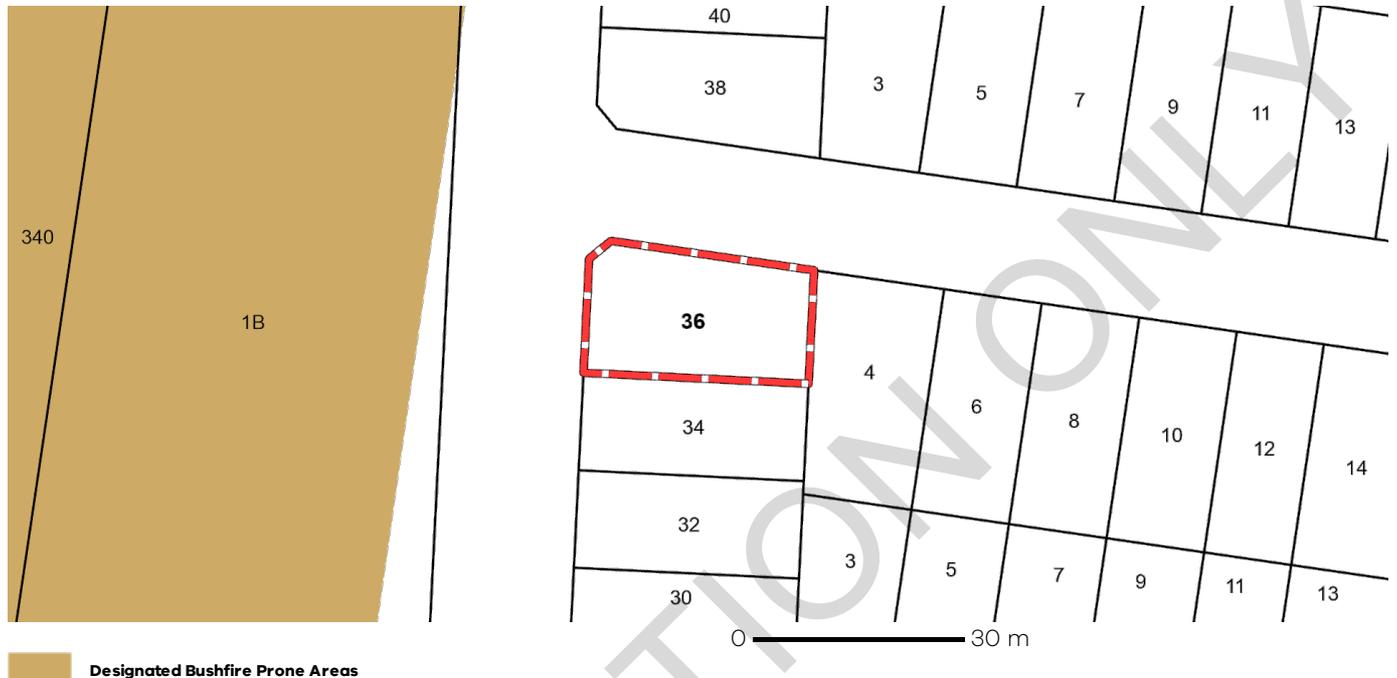
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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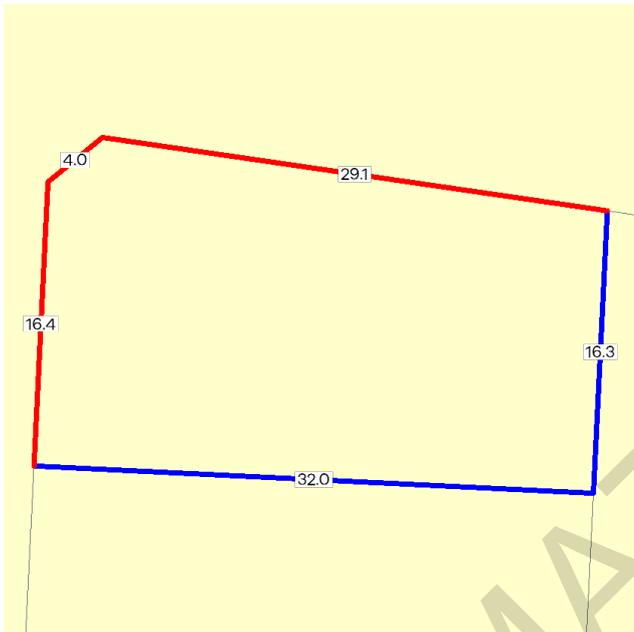
PROPERTY DETAILS

Address: **36 GRENACHE ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 203 PS749773**
Standard Parcel Identifier (SPI): **203\PS749773**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1071513**
Directory Reference: **Melway 388 E10**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 566 sq. m

Perimeter: 98 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>

Area Map



 Selected Property