

# Contract of Sale of Land

Property:

**61 Alkira Boulevard, Wollert VIC 3750**

**Acclaim Conveyancing**

Tel: 0401 385 686  
PO Box 209, Watsonia VIC 3087  
Ref: SJ:23-204

# 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 ...../...../2023

**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 ...../...../2023

**Print names(s) of person(s) signing:** Kanwaljit Singh and Pinki .....

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 and Co  
Address: 219 High Street Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Kanwaljit Singh and Pinki  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Acclaim Conveyancing  
Address: PO Box 209, Watsonia VIC 3087  
Email: admin@acclaimconveyancing.com.au  
Tel: 0401 385 686 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 23-204

## Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12363 Folio 695	241	PS 810966N

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: 61 Alkira Boulevard, Wollert VIC 3750

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

All fixtures and fittings of permanent nature as inspected

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

a lease for a term ending on ..... / ..... /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: .....

**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

## **SALE OF LAND REGULATIONS 2005 - SCHEDULE 1**

### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## SCHEDULE 5

### Sch. 5

#### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

##### Meaning of Vendor

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

##### Bidding by Co-owners

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

##### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

##### What rules and conditions apply to the auction?

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

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

## **Copies of the rules**

### **Sch. 5**

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

## **Questions**

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

## **Forbidden activities at auctions**

The law forbids—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

### **Who made the bid?**

#### **Sch. 5**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

## SPECIAL CONDITIONS

### **1. Property Condition**

- 1.1 Purchaser agrees and accepts the condition of the property and will not make any claim, requisition, or delay settlement, arising due to the condition of the property.
- 1.2 Purchaser also agrees that if there are additional facilities in the property e.g. Solar Panels, spa etc, purchaser have completed their Due Diligence and will not delay settlement, arising from this condition.

### **2. Sale of Real Estate Nomination**

- 2.1 Any substitute or additional nominees will incur a fee of \$300 plus GST which is payable by the purchaser.

### **3. Resettlement Fee**

- 3.1 Rescheduling will incur a fee of \$300 plus GST payable by the purchaser.

### **4. Finance Clause**

- 4.1 If the purchaser requests for an extension to the finance clause, they must provide evidence that their loan application have been lodged with the lending institution.
- 4.2 If the purchaser's loan has not been approved by the due date, the purchaser must provide the Decline letter from the financial institution (and not from the Broker's Office), no later than the due date and in accordance with the Contract of Sale.

### **5. Default Interest**

General Condition 33 is deleted and replaced with the following condition. Penalty interest is charged at 4% per annum plus the rates for the time being fixed by Section 2 of the **Penalty Rates Act 1983** is payable on any money owing under the contract during the period of default.

### **6. Land Tax**

Purchaser agrees to pay the land tax portion regardless of the holding basis.

### **7. Payment Mistaken or missed.**

Each party must do everything reasonably necessary to assist the other party, to identify and trace the recipient of any mistaken payment and to recover the mistaken payment and to pay the missed payment. This special condition creates rights and remedies, in addition to those that may otherwise exist because of a mistaken or missed payment, occurred due to mathematical or human error.

### **8. Re-sale Deed (If applicable)**

If this contract is the Sale of Vacant Land purchased from the developer, the vendor, and the purchaser both acknowledge and agree on the terms below.

- 8.1 This contract is subject to the condition of the Head Vendor's permission for Re-Sale and new purchaser has agreed to execute a Re-Sale Deed in favour of the Head Vendor.
- 8.2 The new purchaser agrees to pay any costs associated with the preparation of the re-sale deed by the way of adjustments at settlement.

8.3 The new purchaser warrants to comply with all the head vendor condition and will keep the vendor indemnified against any losses, that may occur from the new Purchaser's non-compliance.

8.4 This condition does not merge at settlement.

INFORMATION ONLY

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

**GUARANTEE and INDEMNITY**

I/We, ..... of  
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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 ..... 2023

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.

<b>Land</b>	61 ALKIRA BOULEVARD, WOLLERT VIC 3750
-------------	---------------------------------------

Vendor's name	Kanwaljit Singh	Date	/ /
Vendor's signature	_____		
Vendor's name	Pinki	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: \$6,000.00

Authority	Amount	Interest (if any)
(1)		

## 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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

## 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 type="checkbox"/> NBN connected
---------------------------------------------	-------------------------------------	---------------------------------------	-----------------------------------	--------------------------------------------------------------

## 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 1000m<sup>2</sup>; (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)*

---

# 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 12363 FOLIO 695

Security no : 124110146221A  
Produced 30/10/2023 04:07 PM

**LAND DESCRIPTION**

Lot 241 on Plan of Subdivision 810966N.  
PARENT TITLE Volume 12332 Folio 114  
Created by instrument PS810966N 16/03/2022

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KANWALJIT SINGH  
PINKI both of 145 MAIN STREET THOMASTOWN VIC 3074  
AV482863T 31/03/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW156188T 13/10/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS810966N 16/03/2022

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

**DIAGRAM LOCATION**

SEE PS810966N FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 61 ALKIRA BOULEVARD WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 13/10/2022

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS810966N</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>30/10/2023 16:12</b>

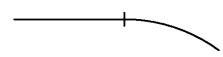
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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h2>PS 810966N</h2>
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<p><b>LOCATION OF LAND</b></p> <p>PARISH: WOLLERT</p> <p>TOWNSHIP:</p> <p>SECTION: 17</p> <p>CROWN ALLOTMENT:</p> <p>CROWN PORTION: 2 (PART)</p> <p>TITLE REFERENCE: VOL. 12332 FOL. 114</p> <p>LAST PLAN REFERENCE: LOT B ON PS807613S</p> <p>POSTAL ADDRESS: (at time of subdivision) 260 CRAIGIEBURN ROAD WOLLERT VIC 3750</p> <p>MGA CO-ORDINATES: E: 323 750 ZONE:55 (of approx centre of land N: 5 836 500 in plan)</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609916 Planning Permit Reference: 716763 SPEAR Reference Number: S131740P</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 28/09/2020</p> <p><b>Statement of Compliance</b></p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 09/03/2022</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118	<p>LOTS 1 TO 200, A &amp; B (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOT D) - 5.400ha</p> <p>TANGENT POINTS ARE SHOWN THUS: </p>
<b>NOTATIONS</b>		
DEPTH LIMITATION DOES NOT APPLY		
<p><b>SURVEY:</b> This plan is based on survey.</p> <p><b>STAGING:</b> This is not a staged subdivision.</p>		

**EASEMENT INFORMATION**

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

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

<p>STONEFIELDS - 2</p> <p>67 LOTS &amp; BALANCE LOTS C &amp; D</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">DATE: 07/03/22</td> <td style="width:33%;">REFERENCE: AA0037</td> <td style="width:34%;">ORIGINAL SHEET SIZE: A3</td> </tr> <tr> <td>DRAWING: SU02AR</td> <td>DRAWN BY: AR</td> <td>SHEET 1 OF 7</td> </tr> </table> <p>Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S131740P</p> <p>PLAN REGISTERED TIME: 5.01pm DATE: 16/3/2022 A.R.T. Assistant Registrar of Titles</p>	DATE: 07/03/22	REFERENCE: AA0037	ORIGINAL SHEET SIZE: A3	DRAWING: SU02AR	DRAWN BY: AR	SHEET 1 OF 7
DATE: 07/03/22	REFERENCE: AA0037	ORIGINAL SHEET SIZE: A3					
DRAWING: SU02AR	DRAWN BY: AR	SHEET 1 OF 7					

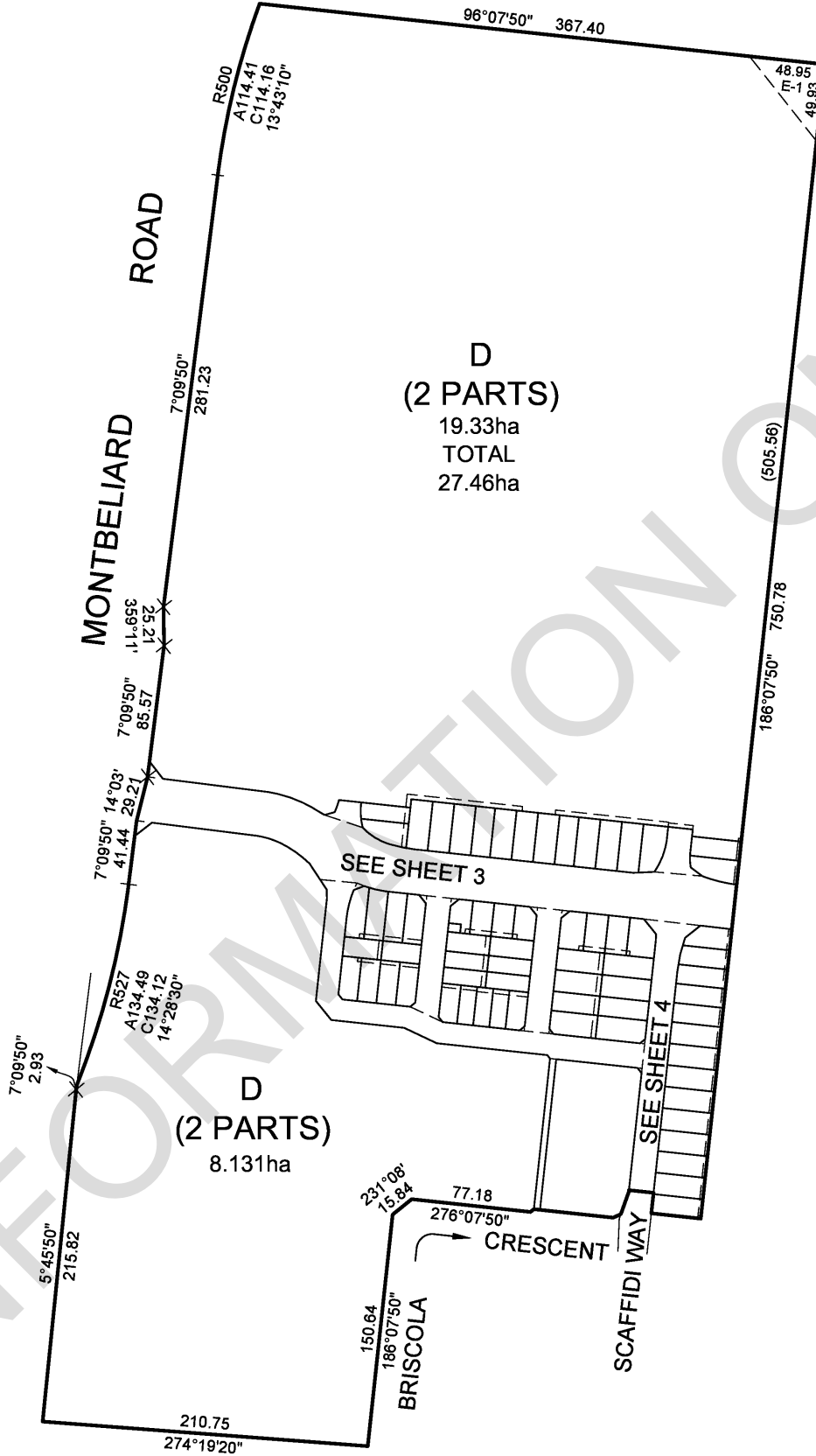


**Lyssna Group Pty Ltd**  
ABN 18 616 811 191  
Tel: +61 3 9516 6899  
PO Box 1098, South Melbourne 3205  
Suite 3, 102 Dodd's Street  
Southbank VIC 3006 Australia

LyssnaGroup.com

PLAN OF SUBDIVISION

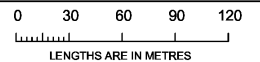
PS 810966N



STONEFIELDS - 2

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:3000



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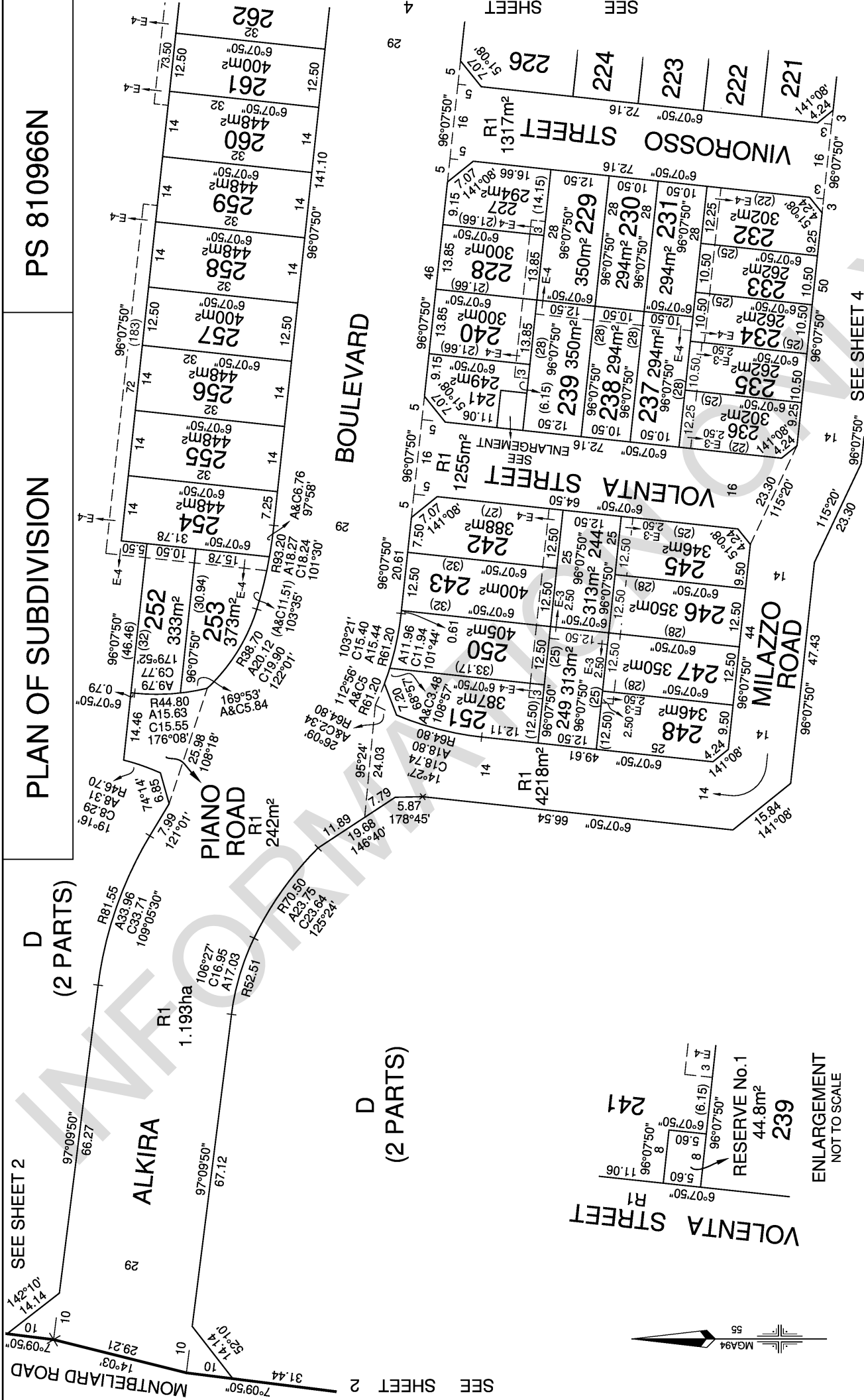
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DATE: 07/03/22 REFERENCE: AA0037  
DRAWING: SU02AR DRAWN BY: AR

ORIGINAL SHEET SIZE: A3  
SHEET 2

Digitally signed by: Andrew Reay, Licensed Surveyor,  
Surveyor's Plan Version (R),  
09/03/2022, SPEAR Ref: S131740P

Digitally signed by:  
Whittlesea City Council,  
09/03/2022,  
SPEAR Ref: S131740P



PS 810966N

PLAN OF SUBDIVISION


D (2 PARTS)

SEE SHEET 2

SEE SHEET 2

SEE SHEET 4

SEE SHEET 4

 <b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1095, South Melbourne 3205 Suite 3, 102 Doddia Street Southbank VIC 3006 Australia LyssnaGroup.com	LICENSED SURVEYOR: ANDREW J. REAY DATE: 07/03/22 DRAWING: SU02AR	SCALE: 1:750 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 SHEET 3
	REFERENCE: AA0037 DRAWN BY: AR	Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S:131740P	Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S:131740P

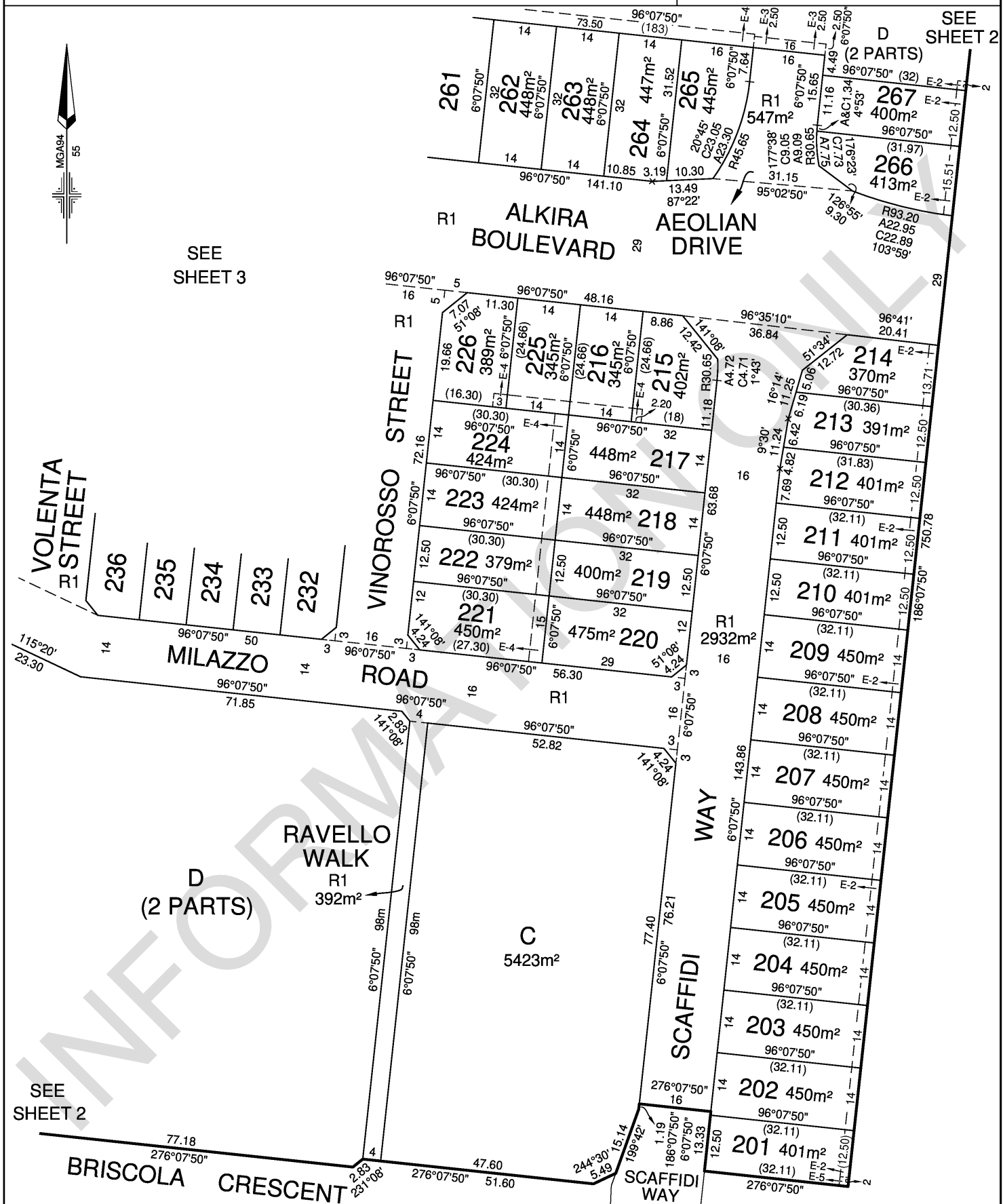
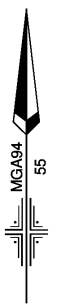
STONEFIELDS - 2

RESERVE No.1  
44.8m<sup>2</sup>  
239

ENLARGEMENT  
NOT TO SCALE

# PLAN OF SUBDIVISION

# PS 810966N



SEE SHEET 3

SEE SHEET 2

SEE SHEET 2

STONEFIELDS - 2	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	<p>LENGTHS ARE IN METRES</p>
<p><b>Lyssna Group Pty Ltd</b>                  ABN 18 616 611 191                  Tel: +61 3 9516 6899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia                  LyssnaGroup.com</p>	DATE: 07/03/22 DRAWING: SU02AR REFERENCE: AA0037 DRAWN BY: AR Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S131740P	Digitally signed by: Whittlesea City Council, 09/03/2022, SPEAR Ref: S131740P	ORIGINAL SHEET SIZE: A3 SHEET 4

# PLAN OF SUBDIVISION

PS 810966N

## CREATION OF RESTRICTION "A"

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

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

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

## DESCRIPTION OF RESTRICTION

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

- (a) build or allow to be built on the Lot any dwelling
    - i. with a setback distance less than 4m from the front boundary;
    - ii. with a floor area less than 140m<sup>2</sup> excluding any verandahs and garage;
    - iii. which is a transportable home or a kit home;
    - iv. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
  - (b) build or allow to be built on the Lot a garage
    - i. which is set back less than 800mm from the front wall of the dwelling;
    - ii. other than a double car garage when the Lot's frontage is equal to or greater than 12.5 metres;
    - iii. other than a single car garage (as a minimum) with an additional area available on the lot to park a second car when the Lot's frontage is less than 12.5 metres;
    - iv. which is constructed out of different building material to the dwelling;
    - v. with roller doors;
    - vi. with doors other than a sectional overhead door, panel lift door or a tilt door;
    - vii. with doors which are not complementary to the external colour scheme of the dwelling.
  - (c) build or allow to be built or remain on the Lot
    - i. more or less than one private house dwelling per Lot;
    - ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
    - iii. solar panels that can be seen from the street frontage of that Lot;
    - iv. solar panels which are installed in locations other than the side or rear of the dwelling;
    - v. front fencing;
    - vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
    - vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
    - viii. a carport.
  - (d) build or allow to be built on the Lot any roof
    - i. with a roof pitch less than 22 degrees;
    - ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.
  - (e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.
- The restrictions (a), (b), (c) and (d) shall expire after the issuance of an occupancy certificate.

## CREATION OF RESTRICTION "B"


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

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

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

## DESCRIPTION OF RESTRICTION

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

STONEFIELDS - 2		LICENSED SURVEYOR: ANDREW J. REAY	
 <p><b>Lyssna Group Pty Ltd</b>                  ABN 18 616 811 191                  Tel: +61 3 9516 6899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	DATE: 07/03/22	REFERENCE: AA0037	ORIGINAL SHEET SIZE: A3
	DRAWING: SU02AR	DRAWN BY: AR	SHEET 5
Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (R), 09/03/2022, SPEAR Ref: S131740P		Digitally signed by: Whittlesea City Council, 09/03/2022, SPEAR Ref: S131740P	

# PLAN OF SUBDIVISION

PS 810966N

## CREATION OF RESTRICTION "C"

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

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

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

## DESCRIPTION OF RESTRICTION

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

- (a) build or allow to be built on the Lot which has an area greater than 300sqm in size a garage
  - i. which is set back less than 5m from the front boundary;
  - ii. other than a single garage where access is proposed from the front of the lot and the lot frontage is a width of 10m or less.
- (b) build or allow to be built any dwelling on a Lot presenting sideage directly adjoining any form of open space, unless;
  - i. the development consists of a double storey dwelling;
  - ii. the development includes passive surveillance features such as large windows and/or balconies at the first storey level overlooking the adjoining open space.
  - iii. any fencing of the front yard adjoining the open space is feature-style, with a minimum 25% transparency and has a maximum height of 1.5 metres.
- (c) build or allow to be built on the Lot any dwelling which does not incorporate dual plumbing for the use of recycled water in toilet flushing and gardening watering.
- (d) build or allow to be built a side wall of the first level of any dwelling on a corner lot which has an area greater than 300sqm in size unless the setback is greater than 900mm from the ground level wall that faces a side street.

## CREATION OF RESTRICTION "D"

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

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

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

## DESCRIPTION OF RESTRICTION

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

STONEFIELDS - 2

LICENSED SURVEYOR: ANDREW J. REAY



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

LyssnaGroup.com

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

ORIGINAL SHEET SIZE: A3  
 SHEET 6

Digitally signed by: Andrew Reay, Licensed Surveyor,  
 Surveyor's Plan Version (R),  
 09/03/2022, SPEAR Ref: S131740P

Digitally signed by:  
 Whittlesea City Council,  
 09/03/2022,  
 SPEAR Ref: S131740P

# PLAN OF SUBDIVISION

# PS 810966N

## CREATION OF RESTRICTION "E"

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

Table of land burdened and land benefited

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

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

## DESCRIPTION OF RESTRICTION

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

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

- (a) build or allow to be built on the Lot any dwelling
  - i. which is a transportable home or a kit home;
  - ii. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
- (b) build or allow to be built on the Lot a garage
  - i. which is constructed out of different building material to the dwelling;
  - ii. with roller doors;
  - iii. with doors other than a sectional overhead door, panel lift door or a tilt door;
  - iv. with doors which are not complementary to the external colour scheme of the dwelling.
- (c) build or allow to be built or remain on the Lot
  - i. more or less than one private house dwelling per Lot;
  - ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
  - iii. solar panels that can be seen from the street frontage of that Lot;
  - iv. solar panels which are installed in locations other than the side or rear of the dwelling;
  - v. front fencing;
  - vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
  - vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
  - viii. a carport.
- (d) build or allow to be built on the Lot any roof
  - i. with a roof pitch less than 22 degrees;
  - ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.
- (e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

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

STONEFIELDS - 2



LyssnaGroup.com

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

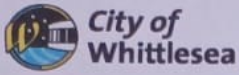
LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3  
 SHEET 7

Digitally signed by: Andrew Reay, Licensed Surveyor,  
 Surveyor's Plan Version (R),  
 09/03/2022, SPEAR Ref: S131740P

Digitally signed by:  
 Whittlesea City Council,  
 09/03/2022,  
 SPEAR Ref: S131740P



Locked Bag 1, Bundoora 3083  
ABN 72 431 091 058

# Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

NRS 133 677 ask for (03) 9217 2170

Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au

Issue Date 25/08/2023

Assessment Number  
**1161546**

For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: DB26CAD85Z



K Singh & Pinki  
145 [redacted] Street  
[redacted] VIC 3074



029  
1029713  
R6\_18849

**Property Details** 61 Alkira Boulevard WOLLERT VIC 3750  
LOT 241 PS 810966N  
Owner : K Singh & Pinki

### Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$270,000	\$270,000	\$13,500
Level of value date 01/01/2023 Valuation operative date 01/07/2023		
AVPCC 100 Vacant Residential Dwelling Site/Surveyed Lot		

### Rates and Charges

Balance Brought Forward	\$686.15
<b>Council Charges</b>	
General rate 13,500 x 0.04724460	\$637.80
<b>State Government Charges</b>	
Fire services charge (Res) 1 x 125.00	\$125.00
Fire services levy (Res) 270,000 x 0.00004600	\$12.42
Waste Landfill Levy General 1 x 0.00004600	\$13.90
<b>Total</b>	<b>\$1,475.27</b>

### INSTALMENT 1

\* **\$884.27**  
Due By 30/09/2023

### INSTALMENT 2

**\$197.00**  
Due By 30/11/2023

### INSTALMENT 3

**\$197.00**  
Due By 28/02/2024

### INSTALMENT 4

**\$197.00**  
Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

### LUMP SUM

**\$1,475.27**  
Due By 15/02/2024



Payments received after 15 August 2023 may not be included on this notice

Scan here to pay



### Where to pay

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)



Billcode: 5157  
Ref: 1161546

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 1161546

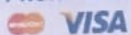


Billpay Code: 0350  
Ref: 11615468

Pay in person at any post office, phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)  
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).



\*350 11615468



\*350 11615468

Terms and Conditions apply

\$30

Hard Waste

Green Waste

Green Waste

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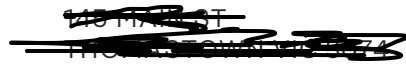
Green Waste

Green Waste

# Your quarterly bill



Emailed to: knwelgill@gmail.com  
MR K SINGH & MRS P PINKI



<b>Enquiries</b>	1300 304 688
<b>Faults (24/7)</b>	13 27 62
<b>Account number</b>	79 5122 8644
<b>Invoice number</b>	7958 7237 31229
<b>Issue date</b>	15 Aug 2023
<b>Property address</b>	61 ALKIRA BVD WOLLERT
<b>Property reference</b>	5206740, PS 810966
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

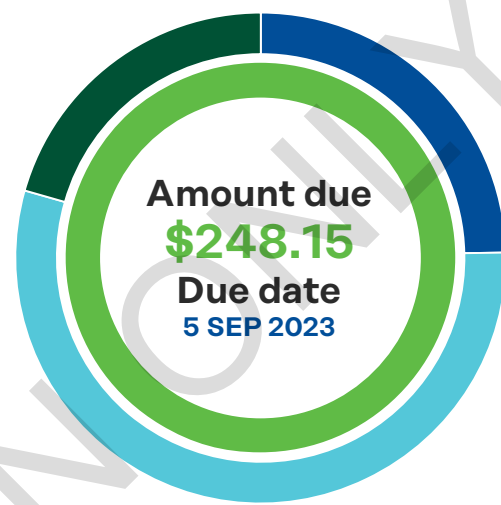
## Summary

<b>Previous bill</b>	<b>\$210.68</b>
Payment received thank you	-\$210.68
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges*</b>	\$61.14
<b>Service charges</b>	
Water supply system	\$20.26
Sewerage system	\$115.72
<b>Other authority charges</b>	
Waterways and drainage	\$29.70
Parks	\$21.33
<b>Total this bill (GST does not apply)</b>	<b>\$248.15</b>
<b>Total balance</b>	<b>\$248.15</b>

**Recycled water is available.**  
It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.

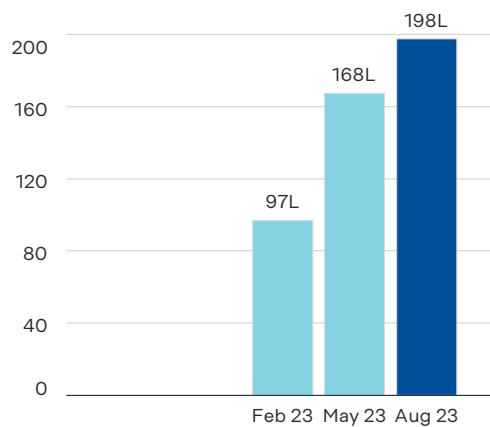
**Important note**  
Your bill includes the parks charge, which is now billed quarterly.

\* From 1 July 2023, the water usage and sewage disposal charges have combined into a single usage charge. Turn over for more information.



## Your household's daily water use

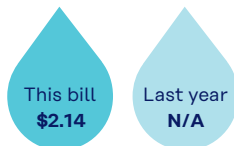
Target 150L of water use per person, per day.



Average use in litres per day

## Your daily spend

**This bill compared to the same time last year.**  
Excludes other authority charges.



## How to pay

**Direct Debit**  
Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.

**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **795175708**

**BPAY®**  
Bill code: **344366**  
Ref: **795 1228 6449**

**Centrelink**  
Arrange regular deductions from your Centrelink payments. Visit [yvwm.com.au/paying](http://yvwm.com.au/paying) CRN reference: **555 054 118T**

**Credit card**  
Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**

**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: **3042**  
Ref: **7958 7237 31229**



\*3042 795872373122 9

MR K SINGH & MRS P PINKI

<b>Account number</b>	79 5122 8644
<b>Invoice number</b>	7958 7237 31229
<b>Total due</b>	<b>\$248.15</b>
<b>Due date</b>	<b>5 Sep 2023</b>
<b>Amount paid</b>	\$

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD35018 (Recycled Water)	0kL -	0kL =	0kL
From 16 May 2023 - 15 Aug 2023			(91 days)
<b>Total</b>	<b>0.000kL</b>		<b>\$0.00</b>

Meter number	Current reading	Previous reading	Usage
YATD129957	43kL -	25kL =	18kL
From 16 May 2023 - 30 Jun 2023			(45 days)

Water usage charge	Usage	Price \$/kL	Amount
Step 1 (0-440 litres per day)	8.900kL x	\$2.4451 =	\$21.76
<b>Total</b>	<b>8.900kL</b>		<b>\$21.76</b>

From 16 May 2023 - 30 Jun 2023 (45 days)

Sewage disposal charge	Sewage volume	Price \$/kL	Amount
	7.753kL x	\$1.1540 =	\$8.95
<b>Total</b>	<b>7.753kL</b>		<b>\$8.95</b>

From 1 Jul 2023 - 15 Aug 2023 (46 days)

Water and sewer usage charge	Usage	Price \$/kL	Amount
Step 1 (0-440 litres per day)	9.100kL x	\$3.3438 =	\$30.43
<b>Total</b>	<b>9.100kL</b>		<b>\$30.43</b>

**Total usage charges** **\$61.14**

Price changes are effective from 1 July 2023.

From 1 July 2023, the water usage and sewage disposal charges have combined into a single usage charge.

## Your charges explained

### → Water usage charge

**16 May 2023 - 30 June 2023**

The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).

### → Sewage disposal charge

**16 May 2023 - 30 June 2023**

The cost of removing and treating sewage. This is based on your combined drinking and recycled water use. We deduct a percentage of water estimated to be used outside.

### → Water and sewer usage charge

**1 July 2023 - 15 August 2023**

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

### → Water supply system charge

**1 July 2023 - 30 September 2023**

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

### → Sewerage system charge

**1 July 2023 - 30 September 2023**

A fixed cost for running, maintaining, and repairing the sewerage system.

### → Other authority charges

**Waterways and drainage charge**

**1 July 2023 - 30 September 2023**

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)

### → Parks charge

**1 July 2023 - 30 September 2023**

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

## Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話	1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	<b>03 9046 4173</b>

## 📅 Next meter reading:

Between 8-15 Nov 2023

## Our performance

In 2022-23 we met 6 of the 7 key outcomes that customers told us they valued and expected from us.

👉 Learn more at [yvw.com.au/performance](http://yvw.com.au/performance)

📄 We have updated our customer charters. Visit [yvw.com.au/charters](http://yvw.com.au/charters) for more information.

# Pricing update

We're committed to keeping bills affordable. From 1 July 2023, bills will increase by 2.06% on average which is 4.96% below inflation. This is around \$5.31 more on a typical quarterly bill.

📄 Your water usage and sewage disposal charges have changed.

👉 Learn more at [yvw.com.au/prices](http://yvw.com.au/prices)

# Property Clearance Certificate

## Land Tax



INFOTRACK / ACCLAIM CONVEYANCING

<b>Your Reference:</b>	23-204
<b>Certificate No:</b>	67448229
<b>Issue Date:</b>	30 OCT 2023
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 61 ALKIRA BOULEVARD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48958671	241	810966	12363	695	\$175.71

**Vendor:** KANWALJITH SINGH  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR KANWALJIT SINGH	2023	\$240,000	\$175.71	\$0.00	\$175.71


**Comments:**

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$240,000
<b>SITE VALUE:</b>	\$240,000
<b>CURRENT LAND TAX CHARGE:</b>	\$175.71

# Notes to Certificate - Land Tax

Certificate No: 67448229

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$240,000

Calculated as \$0 plus ( \$240,000 - \$0) multiplied by 0.000 cents.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 67448229

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 67448229

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ACCLAIM CONVEYANCING

Your Reference:	23-204
Certificate No:	67448229
Issue Date:	30 OCT 2023

**Land Address:** 61 ALKIRA BOULEVARD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
241	810966	12363	695

**Vendor:** KANWALJITH SINGH  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 67448229

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 67448225

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 67448225

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 November 2023 12:04 PM

## PROPERTY DETAILS

Address: **61 ALKIRA BOULEVARD WOLLERT 3750**  
Lot and Plan Number: **Lot 241 PS810966**  
Standard Parcel Identifier (SPI): **241\PS810966**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1161546**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 388 G10**

[www.whittlesea.vic.gov.au](http://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**

[View location in VicPlan](#)

## Note

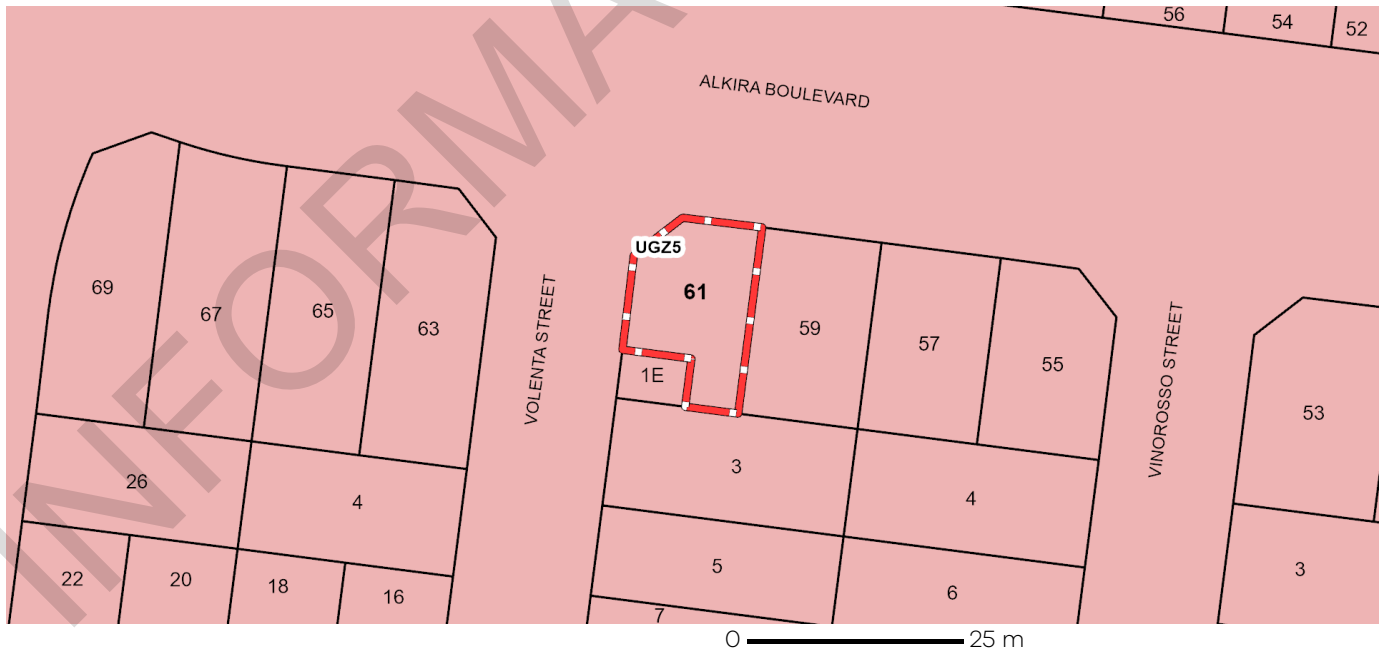
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

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

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

## Planning Overlay

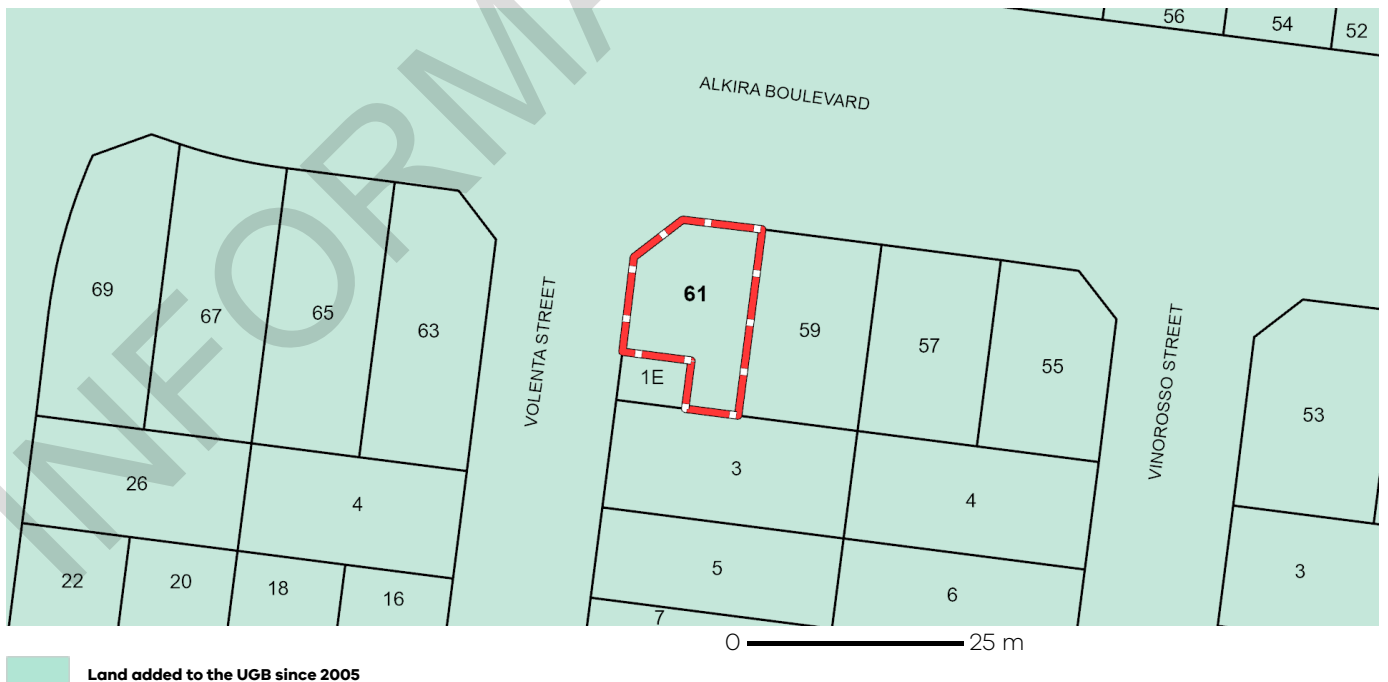
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

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



## 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](#)



## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 26 October 2023.

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

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

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

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

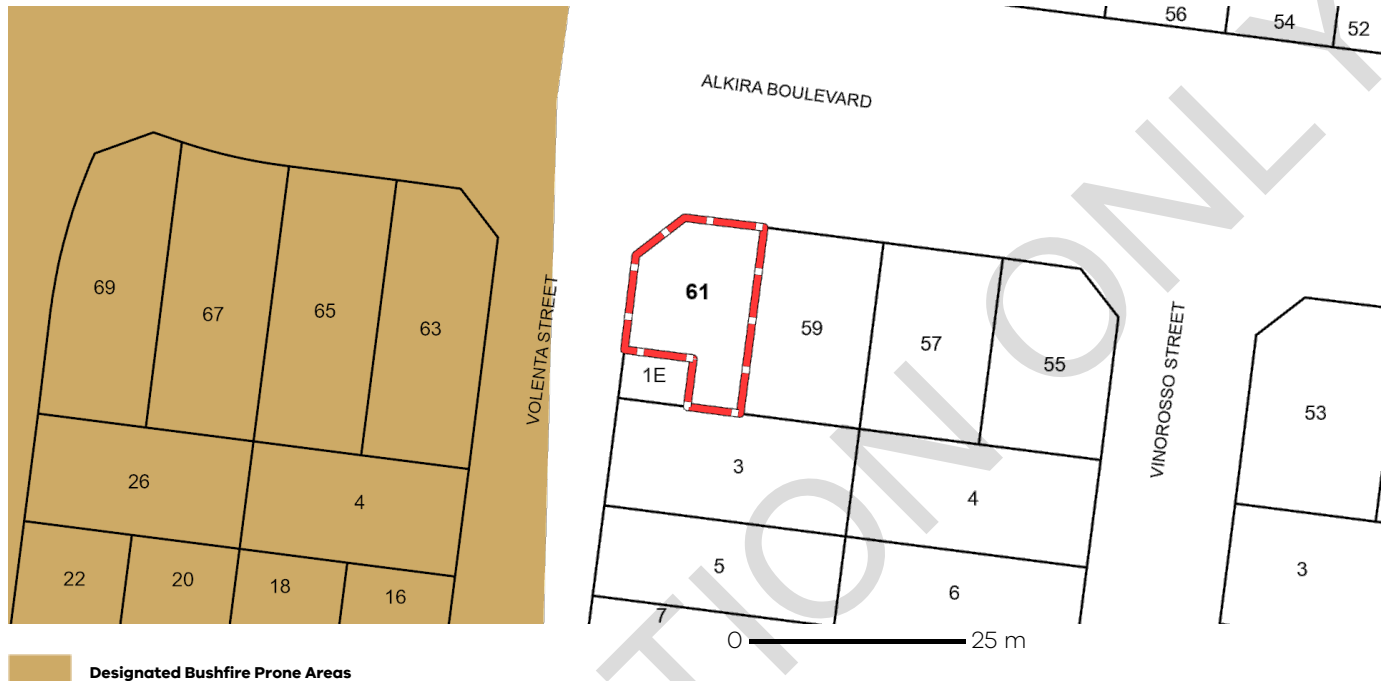
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is 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>.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 November 2023 12:04 PM

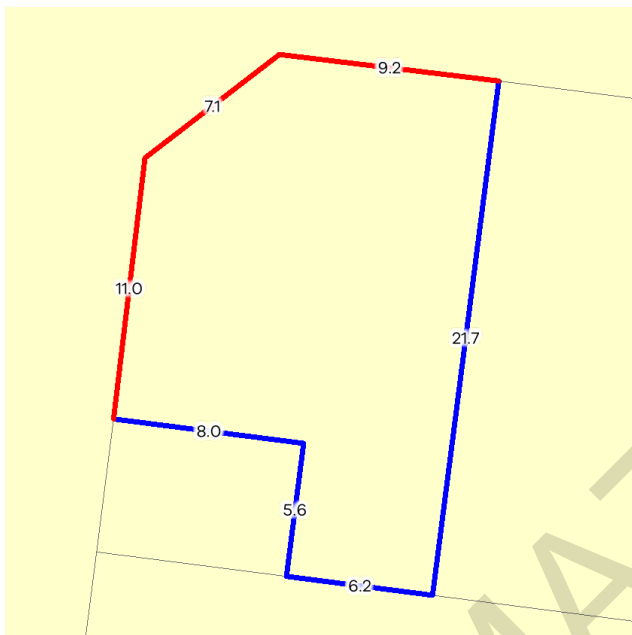
## PROPERTY DETAILS

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Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1161546**  
Directory Reference: **Melway 388 G10**

[www.whittlesea.vic.gov.au](http://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:** 250 sq. m

**Perimeter:** 69 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 address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

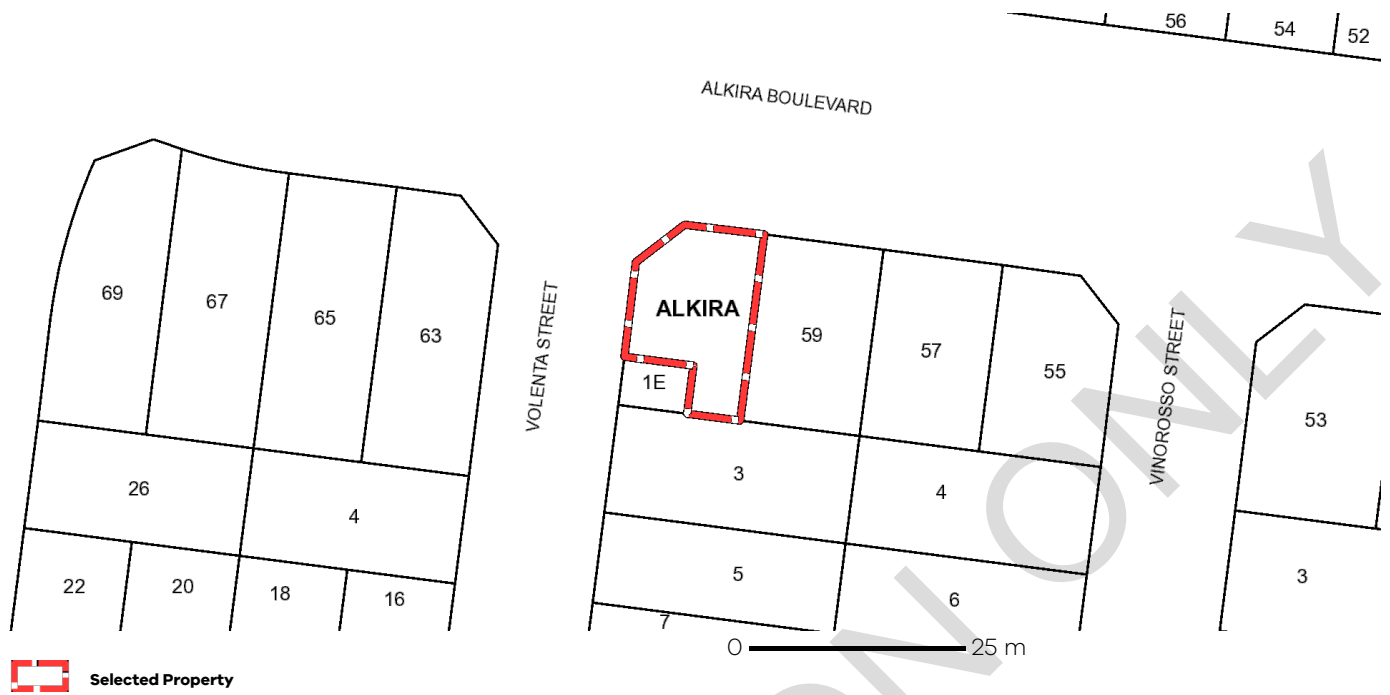
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



INFORMATION

**37.07**31/07/2018  
VC148**URBAN GROWTH ZONE**

Shown on the planning scheme map as **UGZ** with a number (if shown).

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

**Application of provisions****Part A – No precinct structure plan applies**

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

**Part B – Precinct structure plan applies**

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

**Precinct structure plan provisions**

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

**37.07-1**14/11/2022  
VC227**Table of uses****Section 1 – Permit not required**

Use	Condition
<b>Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)</b>	
<b>Automated collection point</b>	<p>Must meet the requirements of Clause 52.13-3 and 52.13-5.</p> <p>The gross floor area of all buildings must not exceed 50 square metres.</p>
<b>Bed and breakfast</b>	<p>No more than 10 persons may be accommodated away from their normal place of residence.</p> <p>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>

Use	Condition
<b>Dependent person's unit</b>	<p>Must be the only Dependent person's unit on the lot.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
<b>Dwelling (other than Bed and breakfast)</b>	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
<b>Grazing animal production</b> <b>Home based business</b> <b>Informal outdoor recreation</b>	
<b>Poultry farm</b>	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
<b>Primary produce sales</b>	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
<b>Railway</b>	
<b>Rural industry (other than Abattoir and Sawmill)</b>	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p> <ul style="list-style-type: none"> <li>▪ The threshold distance, for a purpose listed in the table to Clause 53.10.</li> <li>▪ 30 metres, for a purpose not listed in the table to Clause 53.10.</li> </ul> <p>Must not:</p> <ul style="list-style-type: none"> <li>▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012.</li> <li>▪ Require a notification under the Occupational Health and Safety Regulations 2017.</li> <li>▪ Require a licence under the Dangerous Goods (Explosives) Regulations</li> </ul>

Use	Condition
-----	-----------

2011.

- Require a licence under the Dangerous Goods (HCDG) Regulations 2016.

#### Rural store

Must be used in conjunction with Agriculture.

Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.

Must be the only Rural store on the lot.

#### Tramway

#### Any use listed in Clause 62.01

Must meet the requirements of Clause 62.01

### Section 2 – Permit required

Use	Condition
-----	-----------

#### Abattoir

#### Animal production (other than Grazing animal production, Intensive animal production and Poultry farm)

#### Broiler farm - if the Section 1 condition to Poultry farm is not met

Must be no more than 10,000 chickens.

#### Camping and caravan park

#### Car park

Must be used in conjunction with another use in Section 1 or 2.

#### Cemetery

#### Crematorium

#### Dependent person's unit – if the Section 1 condition is not met

Must meet the requirements of Clause 37.07-2.

#### Display home centre

#### Domestic animal boarding

#### Domestic animal husbandry (other than Domestic animal boarding)

Must be no more than 5 animals.

Use	Condition
<b>Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met</b>	Must be no more than 2 dwellings on the lot. Must meet the requirements of Clause 37.07-2.
<b>Education centre (other than child care centre) Emergency services facility</b>	
<b>Freeway service centre</b>	Must meet the requirements of Clause 53.05.
<b>Industry (other than Automated collection point and Rural Industry)</b>	
<b>Racing dog husbandry</b>	Must be no more than 5 animals.
<b>Trade supplies Utility installation (other than Minor utility installation and Telecommunications facility) Veterinary centre Warehouse (other than Rural store) Winery Any other use not in Section 1 or 3</b>	
<b>Section 3 - Prohibited</b>	

Use
<b>Accommodation (other than Bed and breakfast, Camping and caravan park, Dependent person's unit, Dwelling, Group accommodation, Host farm and Residential hotel)</b>
<b>Amusement parlour</b>
<b>Brothel</b>
<b>Child care centre</b>
<b>Cinema based entertainment facility</b>
<b>Intensive animal production</b>
<b>Nightclub</b>
<b>Office (other than Medical centre and Real estate agency)</b>
<b>Renewable energy facility</b>
<b>Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)</b>
<b>Saleyard</b>

## Use

### Timber production

#### 37.07-2 Use of land for a dwelling

01/07/2021  
VC203

A lot used for a dwelling must meet the following requirements:

- Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

These requirements also apply to a dependent person's unit.

#### 37.07-3 Subdivision

16/04/2014  
VC111

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

#### 37.07-4 Buildings and works

20/01/2022  
VC205

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
  - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
  - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
  - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.
- A building which is within any of the following setbacks:
  - 100 metres from a road in a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority; and the purpose of the acquisition is for a road.
  - 40 metres from a road in a Transport Zone 3 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is not the acquiring authority.

- 20 metres from any other road.
- 5 metres from any other boundary.
- 100 metres from a dwelling not in the same ownership.
- 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
  - A waterway, wetland or designated flood plain.
  - A dwelling not in the same ownership.
  - A residential zone or urban growth zone where a precinct structure plan applies.

### 37.07-5 Referral of applications

08/08/2019  
VC159

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
  - Display home centre.
  - Education centre.
  - Hospital.
  - Industry.
  - Medical centre.
  - Place of worship.
  - Real estate agency.
  - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

### 37.07-6 Environmental audit

04/05/2022  
VC210

Before a pre-school centre, primary school or secondary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre, primary school or secondary school commences on potentially contaminated land:

- A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* must be issued stating that an environmental audit is not required for the use or proposed use; or
- An environmental audit statement under Part 8.3 of the *Environment Protection Act 2017* must be issued stating that the land is suitable for the use or proposed use; or
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970*; or
- A statement of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* stating that the environmental conditions of the land are suitable for the use or proposed use.

The requirement for a preliminary risk screen assessment statement, an environmental audit statement, a certificate of environmental audit or a statement of environmental audit in this provision does not apply to the construction or carrying out of buildings and works, if:

- The buildings and works are associated with an existing pre-school centre, primary school or secondary school,

included in Clause 62.02-1 or 62.02-2, and the soil is not disturbed;

- The buildings and works are required by the Environment Protection Authority or an environmental auditor appointed under the *Environment Protection Act 2017* to make the site suitable for use; or
- The buildings and works are reasonably required by an environmental auditor appointed under the *Environment Protection Act 2017* or the *Environment Protection Act 1970* to undertake a preliminary risk screen assessment or environmental audit.

### **37.07-7 Decision guidelines**

31/07/2018  
VC148

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
  - Any relevant Growth Corridor Framework Plan.
  - Any precinct structure plan being prepared for the area.
  - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

### **37.07-8 Signs**

31/07/2018  
VC148

Sign requirements are at Clause 52.05. The zone is in Category 3.

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

### **37.07-9 Table of uses**

03/02/2022  
VC199

#### **Use of land**

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

#### **Table of uses**

**Section 1 – Permit not required**

Use	Condition
<b>Any use in Section 1 of a zone applied by the schedule to this zone</b>	<p>Must comply with any condition opposite the use in Section 1 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any use specified in the schedule to this zone as a use for which a permit is not required</b>	<p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>

**Section 2 – Permit required**

Use	Condition
<b>Any use in Section 2 of a zone applied by the schedule to this zone</b>	<p>Must comply with any condition opposite the use in Section 2 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any use specified in the schedule to this zone as a use for which a permit is required</b>	<p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any other use not in Section 1 or 3</b>	

**Section 3 – Prohibited**

Use
<p><b>Any use in Section 3 of a zone applied by the schedule to this zone</b></p> <p><b>Any use specified in the schedule to this zone</b></p>

**37.07-10 Subdivision of land**23/09/2011  
VC77

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

**37.07-11 Buildings and works**23/09/2011  
VC77

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

### **37.07-12 Application requirements**

10/06/2008  
VC48

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

### **37.07-13 Exemption from notice and review**

25/05/2017  
VC133

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless the schedule to this zone specifies otherwise.

### **37.07-14 Decision guidelines**

31/07/2018  
VC148

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

### **37.07-15 Inconsistencies between specific and applied zone provisions**

10/06/2008  
VC48

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

### **37.07-16 Signs**

31/07/2018  
VC148

Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.



Application Number: BLD20221041

**FORM 2**

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**  
Building Permit No. 5275553773231 15 August 2022

**Issued to**

Agent of Owner **Amarjith Singh Brar**  
ACN / ARBN  
Postal Address **97 Arnaud Loop Wollert** Postcode **3750**  
Email **brar1974@rediffmail.com** Postcode **3750**  
Address for serving or giving of documents: **97 Arnaud Loop Wollert**  
Contact Person **Amarjith Singh Brar** Telephone **0430151437**

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

Owner **Kanwaljith Singh and Pinki**  
ACN / ARBN  
Postal Address **145 Main Street Thomastown** Postcode **3074**  
Email **knwelgill@gmail.com**  
Contact Person **Kanwaljith Singh and Pinki** Telephone **0469305471**

**Property Details** [include title details as and if applicable]

Number **61** Street/Road **Alkira Boulevard** Suburb **Wollert** Postcode **3750**  
Lot/s **241** LP/PS **0469305471** Volume **12363** Folio **695**  
Crown allotment Section No Parish County  
Municipal District **Whittlesea City Council**

**Builder**

Name **First Rentals Pty Ltd** Telephone **0413 852 097**  
Address **2 Boboli Walk Wollert 3750**  
ACN/ARBN: **601 882 482**  
Building practitioner registration no: **CDB-U 51843**

This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural Person for service of directions, notices and orders** (if builder is a body corporate)

Name **Raja Sidhu** Telephone **0413852097**  
Postal address **53 Willandra Drive EPPING VIC** Postcode **3076**

**Details of Building Practitioners and Architects**

Address: Lot 241, 61 Alkira Boulevard Wollert Vic 3750 Australia

Page 1 of 6



a) To be engaged in the building work

Name	Category/class	Registration Number
First Rentals Pty Ltd	CDB-U	51843

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

Name	Category/class	Registration Number
Heba Hanna	Architect	18770
Damir Katavic	BS-U	33602
Alex Sorgiovanni	PE	0000524

#### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date	Insurance policy cover
<b>VMIA</b>	<b>C710165</b>	<b>20/06/2022</b>	<b>\$350,000.00</b>

Name of the Builder on insurance document	<b>First Rentals Pty Ltd</b>
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#### Details of Relevant Planning Permit

Planning Permit No: **PLN-39107**

Date of grant of Planning Permit: **05 August 2022**

#### Nature of Building Work

Description: **Construction of single storey dwelling and garage**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019 Vol 2 Amd 1**

Cost of Building Work: **\$350,000.00**

Total floor area of new building work in m<sup>2</sup>: **232**

#### Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Garage**

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
P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing	To permit use Hebel power Panel( Code mark Certificate No:CM40233) to external wall of the building. Date of Issue 07/10/2021.Date of Expiry 07/10/2024.
P2.6.1 Building	Use recycle water for toilet flushing devices in lieu of 2000 litre water tank.

#### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on Or Consented To	Regulation no
Whittlesea City Council	Legal point of discharge	133(2) Building Regulations 2018

### **Protection Work**

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

### **Inspection Requirements**

The mandatory inspection notification stages are:

1. Pre-Slab: before placing a footing
2. Steel: before pouring a footing or in situ reinforced concrete member
3. Frame: on completion of the framework
4. Final: on completion of all building work

**Occupation or User 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 of the building in relation to which the building work is carried out.

### **Commencement and Completion**

This building work must commence by 15 August 2023

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

This building work must be completed by 15 August 2024

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

### **Relevant Building Surveyor**

Name: **Chaminda Janaka** Gamage

Address: **Level 10, 440 Collins street, Melbourne VIC 3000**

Email: **janaka@jjntsurveyors.com.au**

Building practitioner registration no.: **BS-L 64981**

Municipal district: **Whittlesea City Council**

Permit no.: **5275553773231**

Date of issue of permit: **15 August 2022**



# Building Permit No 5275553773231

## BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions.

- The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor
- The dwelling is required to comply with the 6 star energy report. A letter is required at occupancy permit stage stating that all aspects the 6 star report have been complied with throughout.
- There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
- Owner or Applicant must report cost increases( from initial estimate) of more than \$15,625 to the VBA within 28 days of becoming aware of the increase.
- The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
- Site cuts are not permitted on or near the allotment boundary unless they have been considered and approved as part of the protection work measures.
- If protection work measures are required to be provided in respect of an adjoining property (if this was required, you would have been notified before this permit was issued), this is required to be carried out before the carrying out of any building work, and before any protection work can commence, the owner of the property must ensure that a contract of insurance is in force in accordance with s. 93 of the Building Act 1993 (please note that a standard construction and public liability policy will not normally provide the minimum cover required) before protection work is commenced, and also must ensure that a survey of the adjoining property in accordance with s. 94 of the Building Act 1993.
- All proprietary systems (roof trusses, posi-struts, staircases etc...) design and documentation must be forwarded for approval prior to the construction of the framework.
- The following information must be displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work, for the duration of the building work;
  - (1) Building Permit Number & Date of issue
  - (2) Registration Number & contact details of the Builder & the Relevant Building Surveyor.
- The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage (refer to the building permit)
- If a planning permit has been issued for the building work, all relevant planning permit conditions must be complied with.
- If an inspection is required prior to placing a footing, it applies to all footings applicable to the construction, and relates to the foundation material once excavated, but before a footing is placed. For example, if a dwelling is built with a slab for the dwelling, strip footings for the garage, and pad footings for a verandah, all of these are separate footings, however, can be undertaken at the same time. The foundation of all footings needs to be inspected once excavated to ensure correct sizes, positions, soil conditions etc... BEFORE a footing is placed. This may be required to be done before an inspection relating to the reinforcement within a concrete member occurs, as the foundation material needs to be sighted by the inspector (e.g. a slab on ground will have a membrane covering the soil, and therefore needs to be inspected before the membrane is placed, ensuring the soil can be viewed).
- If an inspection is required prior to pouring an in situ concrete member, this relates to the steel

reinforcement within concrete members poured on site, and must be inspected prior to pouring the concrete. For example, this may be steel within the slab, steel within strip footings, steel within retaining walls, steel within basement walls, steel within pool construction, steel within bored piers, or any other steel reinforcement member which is available for inspection on site before pouring the concrete.

- In an inspection is required on completion of the framework, all elements of the framework must be made available for the inspection. For example, no cladding should be installed obstructing the inspection, and if the sub-floor is construction of framework, any flooring, plinth boards, decking boards or the like should not be installed until the sub-floor is inspected and approved. If necessary, provisions (such as an additional inspection) must be made prior to any work continuing.
- After inspecting building work, the relevant building surveyor or a person acting on behalf of the relevant building surveyor may direct the person who is in charge of carrying out the building work to carry out work so that the building work complies fully or substantially with the building permit issued in respect of work, the Act or the Regulations, as the case requires.
- All excavations and backfilling must be executed in a safe and workmanlike manner.
- An applicant for a building permit must provide a copy of the permit and one set of any approved plans, specifications and documents relating to the permit to the person who is in charge, or is to be in charge, of carrying out the building work, unless that person is the applicant.
- If any termite protection is required by this permit, a durable notice is to be installed in accordance with clause 3.1.3.2(b) of the BCA. If the use of chemicals is involved in the termite management system, certificate/s edifying that the supplied treatment complies with AS3660.1 are also required to be provided upon completion of the building work.
- As allowed under the Interpretation of Legislation Act 1984, this building permit will be revoked if any misrepresentations, misleading, fraudulent advice or documentation was provided, prior or after the issuing of this building permit.
- Its owners/Builder responsibility to demarcate the boundary.
- Before any earthworks are undertaken, contact Dial Before You Dig on 1100.
- Its is builders responsibility to construct the external wall cladding as per the manufacturer specifications and conditions and limitations outline in the certification. Installation Certificate required prior to issue the occupancy permit confirming that installation is as per manufacturer specification.
- Prior to frame inspection, submit a copy of truss layout, computations and certification from manufacturer to this office.
- Temporary fence must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

INFORMATION ONLY



Application Number: BLD20221041

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

**Property Details**

Number: <b>61</b>	Street/Road: <b>Alkira Boulevard</b>	Suburb: <b>Wollert</b>	Postcode: <b>3750</b>
Lot/s: <b>241</b>	LP/PS: <b>0469305471</b>	Volume: <b>12363</b>	Folio: <b>695</b>
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>Whittlesea City Council</b>			

**Building permit details**

Building permit number: **BS-L 64981/5275553773231**  
Version of BCA applicable to building permit: **2019 Vol 2 Amd 1**

**Building Details**

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated
Dwelling	Residential	1a(a)	1.5Kpa	N/A
Garage	Residential	10a	2.5Kpa	N/A

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

**Inspection Approval dates for mandatory inspections that have been carried out are as follows:**

Inspection type	Approved date
Re pre slab	18/11/2022
Re Steel Reinforcement	6/12/2022
Re frame : oncompletion of the framework	1/05/2023
Re Final;up on completion of all building work	24/10/2023

**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
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P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing	To permit use Hebel power Panel( Code mark Certificate No:CM40233) to external wall of the building. Date of Issue 07/10/2021.Date of Expiry 07/10/2024.
P2.6.1 Building	Use recycle water for toilet flushing devices in lieu of 2000 litre water tank.

### Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Whittlesea City Council	Legal point of discharge	133(2) Building Regulations 2018


### 1. Other Conditions

- 2.1 All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- 2.2 All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- 2.3 All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- 2.4 Section 38 of the Building Act 1993 States a Occupancy permit is not evidence that the building or building work concerned complies with this Act or the Building Regulations.
- 2.5 Its owner responsibility to maintain the the smoke alarm in accordance with AS3786-2014.

### Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

### Relevant building surveyor

Name: **Chaminda Janaka Gamage**  
Address: **Level 10,440 Collins street, Melbourne VIC 3000**  
Email: **janaka@jjntsurveyors.com.au**  
Building practitioner registration no.: **BS-L 64981**  
Municipal district name: **Whittlesea City Council**  
Occupancy Permit no. **BS-L 64981/5275553773231**  
Date of issue: **1 November 2023**  
Date of final inspection **24 October 2023**  
Signature: 

## Domestic Building Insurance

## Certificate of Insurance

**Pinki Pinki, Kanwaljit Singh**  
145 Main St  
THOMASTOWN  
VIC 3074

Policy Number:  
**C710165**

Policy Inception Date:  
**20/06/2022**

Builder Account Number:  
**011795**

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: **61 Alkira Bvd WOLLERT VIC 3750 Australia**

Carried out by the builder: **FIRST RENTALS PTY. LTD.**

Builder ACN: **601882482**

**!** 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): **Pinki Pinki, Kanwaljit Singh**

Pursuant to a domestic building contract dated: **14/03/2022**

For the contract price of: **\$ 350,000.00**

Type of Cover: **Cover is only provided if FIRST RENTALS 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](mailto: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\*

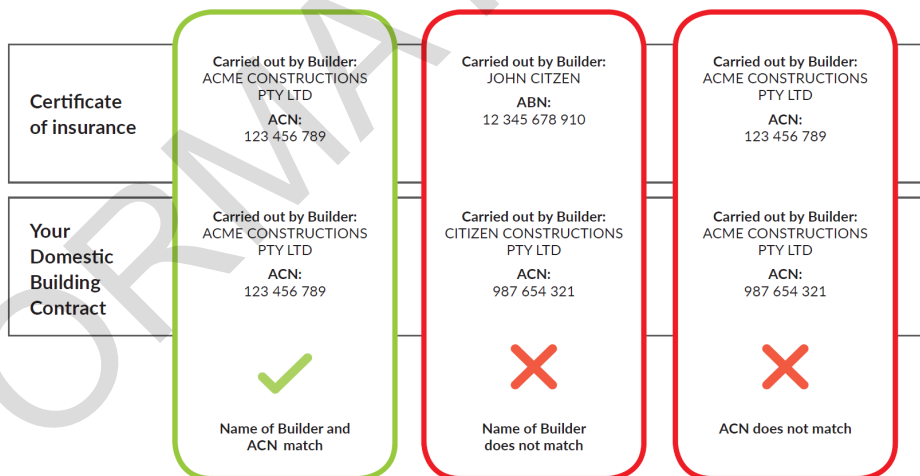
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,051.00</b>
GST:	<b>\$105.10</b>
Stamp Duty:	<b>\$115.61</b>
<b>Total:</b>	<b>\$1,271.71</b>

**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*



Contact Name Kristy Dunn  
Telephone 13 21 61  
Facsimile 03 9628 6853  
Your Ref: **GAIC-Form-01-55454168-8274**

15 November 2023

Acclaim Conveyancing  
61 Alkira Boulevard  
WOLLERT VIC 3750

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**61 Alkira Boulevard, Wollert (Volume 12363 Folio 695) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 1 November 2023 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 13 21 61.

If you have any queries in relation to this matter please contact me.

Yours sincerely



**Kristy Dunn**  
Senior Customer Service Officer  
Land Revenue Administration