REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: 36 Lorikeet Crescent, Whittlesea 3757

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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

Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../……/…….

for and on behalf of:

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

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../……/…….

for and on behalf of:

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

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN: .....
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

DANIEL JAMES MARTIN

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

State nature of authority (if applicable)

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

KIERA PARICIA BUCKLER MARTIN

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

State nature of authority (if applicable)

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

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Particulars of sale

Vendor's estate agent
Name: Stone Real Estate
Address: 1/75 Church Street, Whittlesea, VIC 3757

Email: deanzammit@stonerealestate.com.au and kristinparker@stonerealestate.com.au

Tel: 9716 2000 Mob: 0405 140 704 - Dean / 0425 210 602 Krisin Ref: Dean Zammitt / Kristin Parker

Vendor
Name: **DANIEL JAMES MARTIN AND KIERA PARICIA BUCKLER MARTIN**
Address: 36 Lorikeet Crescent, Whittlesea, Vic

ABN/ACN: .....

Email: djmartin.carpentry@gmail.com

Vendor's legal practitioner or conveyancer
Name: TONKIN LEGAL GROUP
Address: 8-10 Flintoff Street, GREENSBOROUGH VIC 3088
Email smartin@tonkinlaw.com

Tel: 03 9435 9044 Mob: Fax: Ref: ST:250104

Purchaser
Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10657	Folio	363	168	422128U
Volume		Folio			

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

The land includes all improvements and fixtures.

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Property address

The address of the land is **36 Lorikeet Crescent, Whittlesea 3757**

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

All fixed floor coverings, light fittings, window furnishings, together with all fixtures and fittings of a permanent nature.

Payment

Price $

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

Balance $ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

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Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special conditions

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

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

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General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

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

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

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

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14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

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 –

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

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

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

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

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(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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(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 Tax Act, but only if –

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

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(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Special conditions

1. FOREIGN PURCHASER

1.1. The Purchaser warrants (please tick (a) or (b) as appropriate):

☐ a) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

☐ b) That the Purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act* 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the Purchaser

1.2. Should the Purchaser be a foreign resident under Special Condition 1.1(b) and as such requires the approval of the Foreign Investment Review Board (FIRB) to purchase the property:

a) The Purchaser warrants that an application for approval for it to purchase the property has been lodged with the FIRB.

b) The Purchaser will use its best endeavours to obtain the approval as soon as possible.

c) The Purchaser will keep the Vendor fully informed of the progress of the Purchaser's application and will deliver to the Vendor copies of all correspondence in connection with the application.

d) Completion of this agreement will take place within 21 days from the date the Purchaser receives notice of approval. If completion does not take place within those 21 days, the Vendor may serve a notice on the Purchaser stipulating a date for completion being not less than 14 days after the date of service of that notice. The notice may provide that time is of the essence in respect of the date stipulated for completion. The parties agree that for the purposes of this condition a period of 14 days after service of the notice is a sufficient and reasonable time within which to complete this agreement.

e) If the Purchaser does not provide written notice of the FIRB approval to the Vendor within 90 days from the date of this agreement, the Vendor may rescind this agreement.

f) If the FIRB notifies the Purchaser that it will not approve of its purchase of the property, the Purchaser will immediately notify the Vendor, whereupon either party may rescind this agreement.

2. NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties, or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or his agent except such as are made conditions on this contract.

3. PURCHASER ACKNOWLEDGEMENTS

The Purchaser acknowledges that they are purchasing the property:

3.1. As a result of their own enquiries and inspection and are not relying upon any representation made by the Vendor or any other person on the Vendor's behalf.

3.2. In its present condition and state of repair.

3.3. Subject to all defects latent and patent.

3.4. Subject to any infestations and dilapidation.

3.5. Any asbestos materials that may be present at the property.

3.6. All existing water, sewerage, drainage and plumbing services and connections in respect of the property.

3.7. Subject to any non-compliance, or non-issue of building permits in respect of any building on the land.

3.8. Subject to any non-compliance that is disclosed herein, with the *Local Government Act* 1989 or any Ordinance under that Act in respect of any building on the land.

The Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the said improvements or as to the suitability for occupation or otherwise. This special condition does not merge upon completion of this Contract of Sale.

The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider. Where any such payment is made by the Vendor prior to settlement, the Purchaser will reimburse the Vendor at settlement.

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

4. IDENTITY OF THE LAND

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

5. PLANNING AND USE

5.1. The Purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning legislation, orders, plans, schemes, overlays, local government by-laws or other enactments by any Government Agency empowered to make restrictions.

5.2. Any such restriction shall not constitute a defect in the Vendor's title.

5.3. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

5.4. The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put, and the purchaser is satisfied as to the requirements

of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.

5.5. The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. DISCLOSURE

The Purchaser acknowledges that prior to the signing of this Contract or any other document relating to this sale which is or is intended to be legally binding, they received from the Vendor's Agent a statement containing particulars specified in and otherwise complying with Section 51 of the Estate Agents Act 1980 (Vic) if applicable, a statement pursuant to Section 32 of the Sale of Land Act 1962 (Vic), the Due Diligence Checklist pursuant to Section 33 of the Sale of Land Act 1962 and a copy of this Contract.

7. AUCTION (if applicable)

7.1. If the property is offered for sale by public auction, it is subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the *Sale of Land (Public Auctions) Regulations* 2014 (or any rules prescribed by regulation which modify or replace those rules) and if Schedule 1 applies shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.

7.2. The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance sign this Contract and pay the deposit to the vendor's Estate Agent forthwith and in default thereof:

a) the Vendor may at any time sell the property to any other person either by auction or private treaty; and

b) the Purchaser will have no rights against the vendor, the vendor's Estate Agent or the auctioneer and will not be entitled to call for a Contract of Sale of the property and will not have any legal or equitable interest in the property and will be liable to pay to the Vendor any deficiency in price on resale and the costs of such resale.

8. NOMINATION

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

8.1. For the purposes of clarification, the word 'person' in General Condition 4 is taken to mean any individual or corporation; and

8.2. any corporate nominee must enter into a guarantee pursuant to General Condition 3; and

8.3. any Guarantee entered into under General Condition 3 is to be in the form included at Schedule A hereto.

9. DEFAULT

9.1. The vendor gives notice to the purchaser that in the event the purchaser fails to complete the purchase of the property by 4.00pm on the settlement date the purchaser shall be in default.

9.2. Upon default by the Purchaser the Vendor will or may suffer the following losses and expenses which the purchaser shall be required and hereby agrees to pay to the Vendor in addition to the default interest payable under General Condition 33:

a) all costs associated with obtaining finance to complete the vendor's purchase of another property including bridging finance;

b) accommodation costs necessarily incurred by the vendor;

c) any further interest payable by the vendor under an existing mortgage;

d) all fees and disbursements as between the vendor's legal practitioner and/or conveyancer and the vendor; and

e) penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase settlement.

10. RE-SCHEDULING FEE

The purchaser agrees and acknowledges that should they delay settlement, there is a fee of $220.00 payable to the Vendor's conveyancer each, and every time settlement needs to be re-arranged or re-scheduled.

11. SOLAR PANELS

If there are solar panels on the roof of the dwelling constructed on the property hereby sold the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

(b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

12. CONTAMINATION

(a) The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances.

(b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

13. MATERIAL FACT DISCLOSURE

It is hereby acknowledged and agreed by the Purchaser that:-

(a) If the Vendor has disclosed one or more Material Fact(s) (jointly or severally) and including any related attachments ("Material Fact") in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto;

(b) The Material Fact constitutes the whole of the Vendor's significant knowledge of that issue;

and, unless expressly stated to the contrary, the Purchaser hereby Agrees and: -

13.1 Acknowledges that a full and true disclosure of these matters, to the best of the Vendors knowledge, is set out and described in the attached Section 32 Vendor Statement which is annexed to this Contract of Sale and that the Purchaser has read and understood the disclosure so given;

13.2 Hereafter makes its own enquiries in relation to the Material Fact;

13.3 Admits that the Vendor makes no warranty in relation to any other aspect surrounding the Material Fact and agrees not to call upon the Vendor to provide or contribute to any costs thereof;

13.4 That no other party or person may be aware of the Material Fact or, that if they are, that they view, interpret or understand the Material Fact in the same way as the Vendor.

13.5 All recommended, required or desired attendances, if any arising from the Material Fact shall, from the Day of Sale, becoming the sole responsibility of the Purchaser and at the Purchaser's cost in all things;

13.6 Admits that is shall have no objection to title or otherwise in relation to any Material Fact;

13.7 Admits that it buys the Property on its own investigations in that regard;

13.8 Admits that it will not delay settlement, deduct any monies at settlement, or make any claim for compensation and that is has no entitlement to compensation, whatsoever, in relation to any Material Fact; and

13.9 Hereafter releases and indemnifies and keeps indemnified the Vendor from all related costs, claims, actions, losses or the like whatsoever related to the Material Fact.

14. WINDFALL GAINS TAX ("WGT")

In this condition:

14.1 *"WGT Act" means The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act. 2021*: and

14.2 "WGT" means Windfall Gains Tax under the WGT Act and includes penalties and interest.

For the purpose of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under the *Planning and Environment Act, 1987*, occurring on or after 1st July 2023.

14.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

14.4 Where WFT has not already been assessed or is assessed after Day of Sale but before settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with Section 31 of the WGT Act.

14.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the

valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as of the 1st of January each year.

14.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is no liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

14.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

15. NO LAND TAX ADJUSTMENT AT SETTLEMENT

Where the Sale Price of the property is $10,000,000,00 or less, General Condition 23 is hereby varied to the extend that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall no be required to make any payment or contribution to the Vendor's Land Tax at settlement.

The Purchaser acknowledges and agrees that Land Tax, whilst not adjustable at settlement, may also apply or change in the future, especially after 31st December each Calendar Year, after any review or re-assessment by the State Revenue Office, and depending on the Purchaser's own Entity/Structure, Citizenship or Owner-Occupier status and other property holdings in the State of Victoria, and the Purchaser will remain liable for any future Land Tax, if applicable, after the Calendar Year of Settlement.

16. OWNERS CORPORATIONS (if applicable)

In this Contract the following terms have the following meaning:

(a) **Plan** means the Plan of Subdivision on which the Land is located, a lot a copy of which is included in the attached Vendor's Statement.

(b) **OC Regulations** means the *Owners Corporations Regulations* 2007 (Vic).

(c) **Subdivision Act** means to the *Subdivision Act* 1988 (Vic).

(d) **OC Act** means the *Owners Corporation Act* 2006 (Vic).

17. CHRISTMAS AND NEW YEARS HOLIDAY PERIOD (if applicable)

(a) Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.

(b) Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 17(a).

(c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 17.

18. SWIMMING POOL / SPA (if applicable)

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this Contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing, or swimming pool securing fencing or security that fails to comply

with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

GUARANTEE

1. The “guarantor”, “vendor”. “purchaser” and “contract” are set out in the schedule.

2. In consideration of the vendor at the request of the guarantor entering into the contract the guarantor;

   2.1 agrees to be jointly and severally liable with the purchaser to the vendor for the performance of all the obligations of the purchaser.

   2.2 guarantees to the vendor the payment of all money payable by the purchaser and the performance of the purchaser’s obligations.

3. If for any reason all or any part of the contract is unenforceable by the vendor against the purchaser the guarantor will indemnify the vendor against all loss including all money that would have been payable by or recoverable from the purchaser if the contract had been enforceable against the purchaser.

SCHEDULE

Guarantor:

Vendor: DANIEL JAMES MARTIN and KIERA PATRICIA BUCKLER MARTIN

Purchaser:

Contract: The contract executed between the vendor and the purchaser as attached hereto.

EXECUTED AS A DEED on the day of 2026.

SIGNED SEALED AND DELIVERED by)
)
the Guarantor in the presence of:)

..... Witness

SIGNED SEALED AND DELIVERED by)
)
the Guarantor in the presence of:)

..... Witness

Vendor/supplier GST withholding notice

From: Daniel James Martin and Kiera Patricia Buckler Martin

Property Address: 36 Lorikeet Crescent, Whittlesea

Lot: 168 Plan of Subdivision: 422128U

Purchaser must make a GST Withholding Payment: (X) No ( ) Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the Contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

~~**GST Withholding Payment Details**~~

~~Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the Vendor is part of a GST group or a participant is a GST joint venture.~~

~~Supplier's name:~~
~~Supplier's ABN:~~
~~Supplier's Business Address:~~
~~Supplier's Phone Number:~~
~~Supplier's proportion of the GST Withholding Payment:~~

~~If more than one supplier, provide the above details for each supplier.~~

~~Amount purchaser must pay – price multiplied by the GST withholding rate: $~~

~~Amount must be paid: ( ) at completion ( ) at another time (specify):~~

~~Is any of the consideration not expressed as an amount in money? ( ) No ( ) Yes~~

~~If 'yes', the GST inclusive market value of the non-monetary consideration: $~~

~~Other details (including those required by regulation or the ATO forms):~~

Signed by the Vendor/Vendor's Representative:

Tonkin Legal Group

_____

DANIEL JAMES MARTIN and KIERA PATRICIA BUCKLER MARTIN

VENDORS STATEMENT

Property Address: 36 Lorikeet Crescent, Whittlesea Vic 3757

TONKIN LEGAL GROUP
8-10 Flintoff Street, GREENSBOROUGH VIC 3088
PO Box 241, Greensborough VIC 3088
Phone: 03 9435 9044
Email: stoleski@tonkinlaw.com or smartin@tonkinlaw.com
Ref: ST:SM:250104

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	36 Lorikeet Crescent, Whittlesea 3757	
Vendor's name	Daniel James Martin	**Date** 19/10/2026
Vendor's signature		
Vendor's name	Kiera Paricia Buckler Martin	**Date** 19/10/2026
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

TONKIN LEGAL GROUP
Lawyers
8-10 Flintoff Street
GREENSBOROUGH VIC 3088
Tel: 03 9435 9044
Ref: ST:SM:250104

1. FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

110Terms 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.

1.3 **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.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110 Detached dwelling as per the attached document
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☐ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☐ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

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

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

unregistered): -

Is in the attached copies of title documents.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m²; (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 (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.

(04/10/2016)

CONSUMER AFFAIRS VICTORIA

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

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

VOLUME 10657 FOLIO 363 Security no : 124139766988P
Produced 19/10/2026 02:37 PM

LAND DESCRIPTION

Lot 168 on Plan of Subdivision 422128U.
PARENT TITLE Volume 10619 Folio 946
Created by instrument PS422128U 25/06/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KIERA PATRICIA BUCKLER MARTIN
DANIEL JAMES MARTIN both of 68 BANNONS LANE YARRAMBAT VIC 3091
AS311682H 01/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY179238J 05/07/2024
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
W317234H 29/09/1999

DIAGRAM LOCATION

SEE PS422128U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 36 LORIKEET CRESCENT WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

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PLAN OF SUBDIVISION

Stage No. \

LTO use only

EDITION 1

PLAN NUMBER

PS 422128U

Location of Land

Parish: Tooraurrong

Township: ———

Section: 3

Crown Allotment: A (Part) and A[1] (Part)

Crown Portion: ———

LTO base record: DCMB

Title References:

Vol 10619 Fol 946

Last Plan Reference: PS 442973R Lot G

Postal Address: Corella Drive
Whittlesea 3757

AMG Co-ordinates: E 332,950m
(Of approx. centre of plan) N 5,845,690m Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROADS RI	WHITTLESEA CITY COUNCIL

Council Certification and Endorsement

Council Name: Whittlesea City Council Ref: 604864

~~1. This plan is certified under section 6 of the Subdivision Act 1988~~

2 This plan is certified under section 11(7) of the Subdivision Act 1988
Date of original certification under section 6 - 18/9/2000

3. ~~This is a statement of compliance issued under section 21A of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~

Date 6/3/02

Notations

Depth Limitation: Does not apply

Staging This ~~is~~/is not a staged subdivision
Planning Permit No.

Number of lots: 37
Area of stage: 4·387ha

Lot identifiers A to H (both inclusive) and I to 139 (both inclusive) have been omitted from this plan.

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.
This survey has been connected to permanent mark(s) no(s). ———
In Proclaimed Survey Area no. ———

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	SEE DIAG.	PS 422044B	LAND IN PS 422044B
	SEWERAGE		PS 422044B	YARRA VALLEY WATER LIMITED
	DRAINAGE AND SEWERAGE		PS 422049Q	LAND IN PS 422049Q
	DRAINAGE AND SEWERAGE		PS 422089C	LAND IN PS 422089C
	DRAINAGE AND SEWERAGE		PS 442973R	LAND IN PS 442973R
	DRAINAGE AND SEWERAGE		THIS PLAN	LAND IN THIS PLAN
E-2	DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LIMITED
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LTO use only

Statement of Compliance / Exemption Statement

Received ✓

Date 24/6/02

LTO use only

PLAN REGISTERED

TIME 1·45PM.

DATE 25/6/02

Assistant Registrar of Titles

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

REF 6982/5/01 VERSION 5 DATE 17/8/2001 SIGNATURE ----------

Sheet 1 of 4 Sheets

benchmark IN QUALITY AS/NZS ISO9001

PEYTON WAITE
CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001/1994 CERT No.842

6982501.LCD

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Plan Number PS 422128U

Stage No. /

SHEET 2 OF 4 SHEETS

ORIGINAL SHEET SIZE A3 SCALE 1:2500

SCALE 25 0 25 50 75 100 LENGTHS ARE IN METRES

AMG ZONE 55

I 5.735ha

6

PLOVER WAY

CURLEW DRIVE

CORELLA DRIVE

LORIKEET CRESCENT

SEE SHEETS 3 AND 4 FOR DETAILS

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE ---------- DATE 17/8/2001

REF 6982/5/01 VERSION 5

6982501.LCD

DATE / /

COUNCIL DELEGATE SIGNATURE

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706932 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001 1994 CERT No. 842

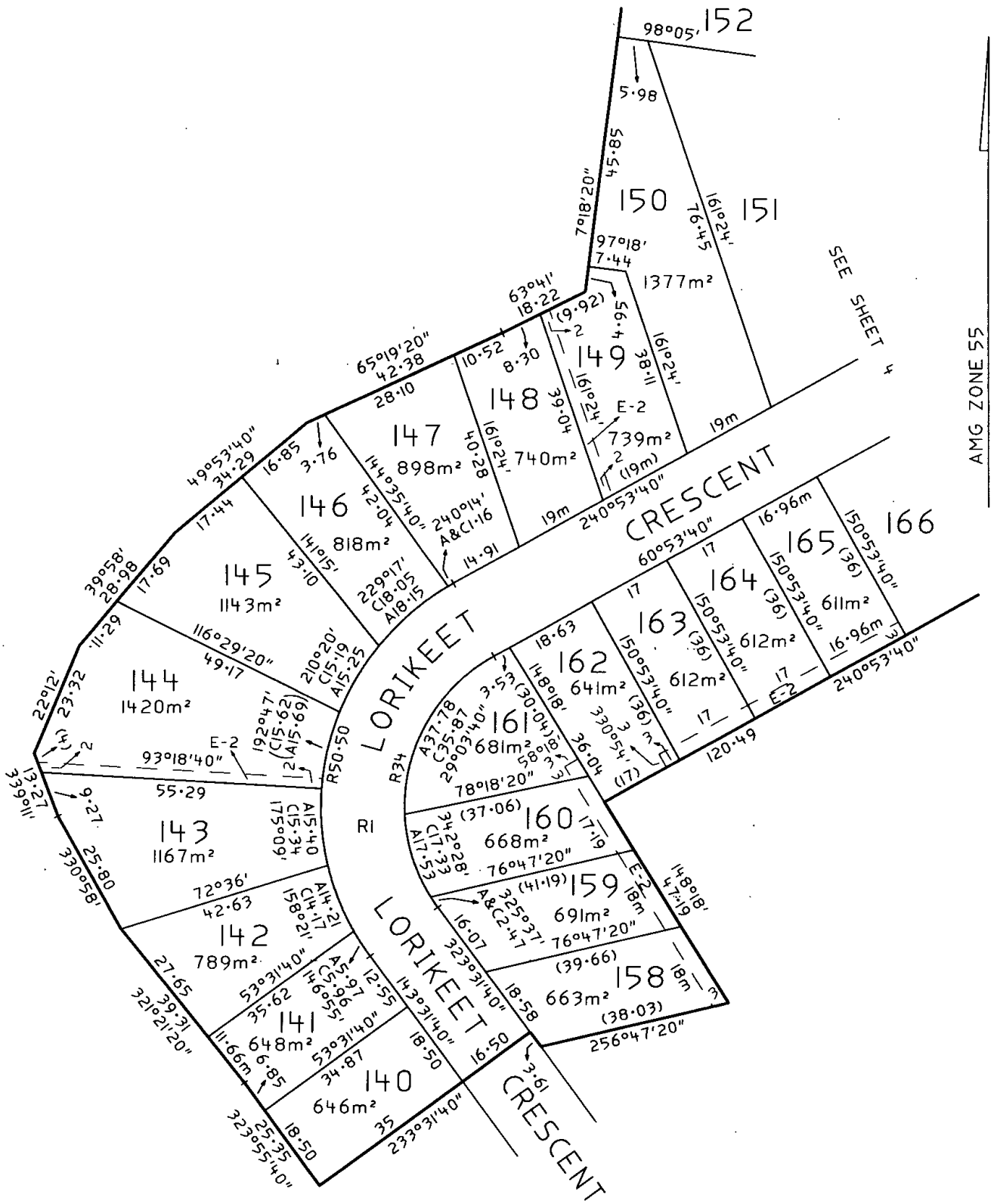
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 422128U



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:800	8 0 8 16 24 32 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 17/8/2001

REF 6982/5/01 VERSION 5 6982501.LCD

benchmark IN QUALITY AS/NZS ISO9001

PEYTON WAITE

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353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001:1994 CERT No.842

SHEET 3 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

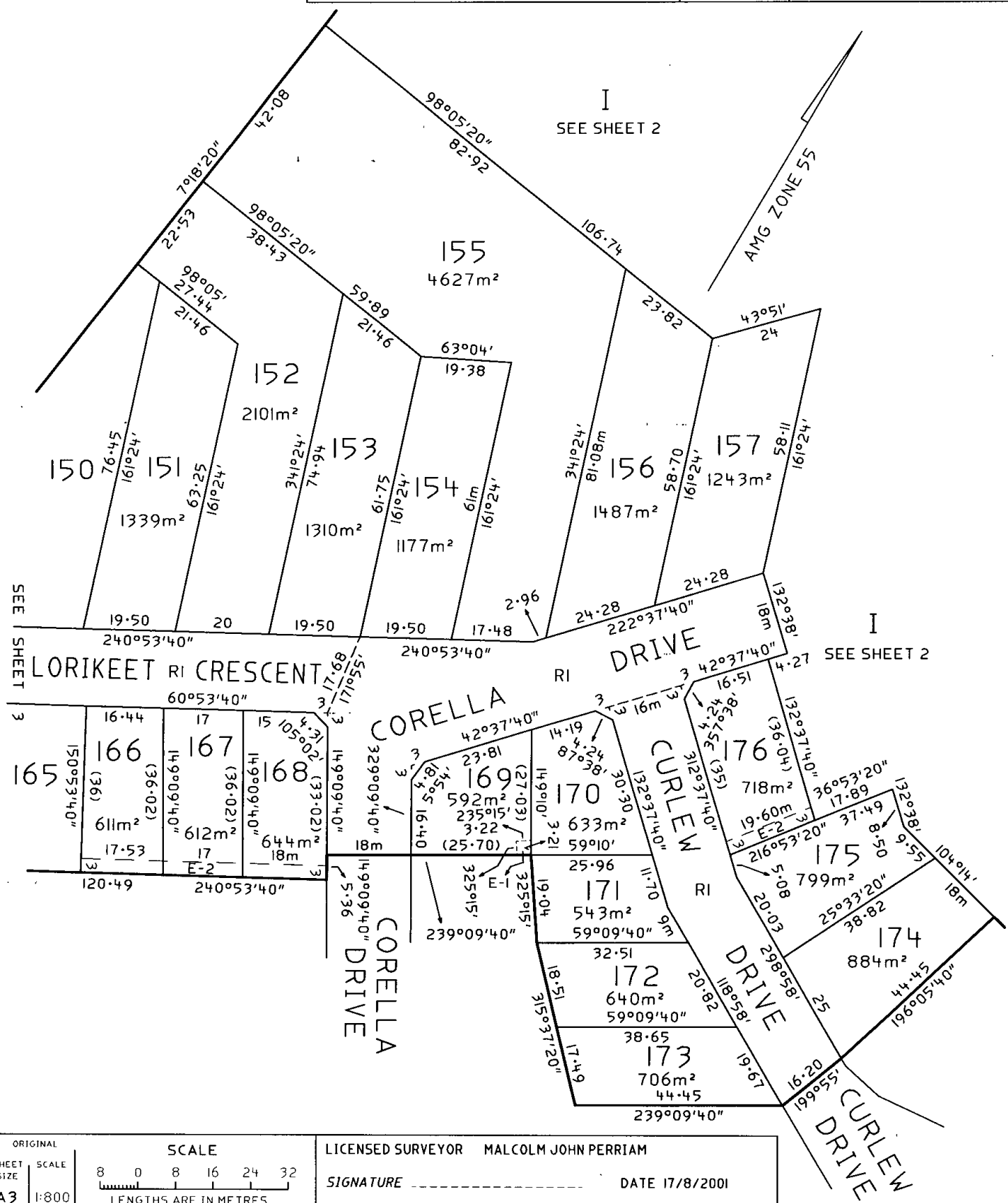
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 422128U



ORIGINAL SHEET SIZE A3 | SCALE 1:800

SCALE 8 0 8 16 24 32 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 17/8/2001

REF 6982/5/01 VERSION 5 6982501.LCD

SHEET 4 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

benchmark IN QUALITY AS/NZS ISO9001

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

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0 10 20 30 40 50 60 70 80 90 100 110mm

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A.3.

W317234H
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Form 13

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

NOTICE SENT
28 OCT 1999

RE CAVEAT:
W0917929

CAVEAT

Lodged at the Land Titles Office by:

Name: Maddock Lonie & Chisholm
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TNH:649657 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register for the land.

Land: Volume 10413 Folio 820 and more particularly lots B, 7, 8, 17, 18 & C on the plan of subdivision no. PS 416612Y

10462-123/4
10462-158
10462-157
10462-133/4
AS 6.10.99

Authority: Whittlesea City Council of Ferres Boulevard, South Morang

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: GRAEME BRENNAN

Office held: CHIEF EXECUTIVE OFFICER

Date: 13 September 1999
{//PL3}

DW317234H-1-6

AS 6.10.99

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Maddock Lonie & Chisholm

LAWYERS

DATED **1999**

WHITTLESEA CITY COUNCIL

- and -

COLLINS CREST PTY LTD ACN 071 759 996

Agreement Under Section 173 of the Planning and Environment Act 1987

Subject Land: part of 2415 Plenty Road, Whittlesea

W317234H
290999 1045 173



A MEMBER OF
adv@c asia
ADELAIDE, COLOMBO, DUBAI, HONG KONG,
JAKARTA, KUALA LUMPUR, MANILA, MELBOURNE,
MUMBAI, NEW DELHI, PERTH, SINGAPORE, SYDNEY, TIANJIN

140 WILLIAM STREET MELBOURNE VICTORIA AUSTRALIA 3000
EMAIL. info@maddocks.com.au
WEB SITE: www.maddocks.com.au
TELEPHONE + (61 3) 9288 0555
FACSIMILE. + (61 3) 9288 0666
DX 259 MELBOURNE



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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 13 September 1999

BETWEEN

WHITTLESEA CITY COUNCIL
of Ferres Boulevard, South Morang



("**Council**")

AND

COLLINS CREST PTY LTD ACN 071 759 996
of "Kooramidgee" Dall Road, Whittlesea

("**Owner**")

RECITALS

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. The Owner has submitted to Council the Plan of Subdivision of the Subject Land.

D. Council requires the Owner to enter into the obligations created by this Agreement as a condition of approval of the Plan of Subdivision.

E. On 10 August 1999 Council and the Owner agreed to enter into this agreement in connection with certain amendments to the Plan of Subdivision that were agreed between the Owner and Council.

F. The parties enter into this Agreement to:

(a) implement the agreement reached between Council and the Owner in relation to amendments to the Plan of Subdivision; and

(b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

"**Act**" means the Planning and Environment Act 1987;

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

"**lot**" means a lot on the Plan of Subdivision;



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"**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

"**party or parties**" means the Owner and Council under this Agreement as appropriate;

"Plan of Subdivision" means the plan of subdivision for the Subject Land and surrounding land that was certified by Council on 28 April 1999, a copy of which is contained in Annexure A;

"**Planning Scheme**" means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land;

"**Subject Land**" means part of the land situated at 2415 Plenty Road, Whittlesea being the land referred to in Certificates of Title Volume 10413 Folio 820 and more particularly described as lots B, 7, 8, 17 and 18 on the Plan of Subdivision and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it;

"**Mortgagee**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

DW317234H-5-5

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

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2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

3.1 Fencing adjoining Council reserves

the owner of any lot is responsible for the ongoing maintenance and repair of all fencing separating the lot from any reserves on the Subject Land.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

DW317234H-6-2

4.2 Further actions

The Owner further covenants and agrees that:

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4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in

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writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way

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amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of **WHITTLESEA CITY COUNCIL** is affixed in the presence of:)

.....

Delegate

THE COMMON SEAL of **COLLINS CREST PTY LTD** ACN 071 759 996 was affixed in the presence of authorised persons:)

COLLINS CREST PTY LTD A.C.N. 071 759 996 COMMON SEAL

.....

Director

WALTER HILAIRE MOTT

60 DALLS ROAD, WHITTLESEA. 3757

Full name

Usual address

.....

Director (or Company Secretary)

MARGARET HYLDA KIDD

15 NILAND RISE, TEMPLESTOWE

Full name

Usual address

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W317234H
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ANNEXURE A

DW317234H-10-2

The Plan of Subdivision

PLAN OF SUBDIVISION

Stage No. \

LTO use only

EDITION

PLAN NUMBER PS 416612Y

Location of Land

Parish: Toorourrong

Township: ——

Section: 3

Crown Allotment: A (Part) and A[1] (Part)

Crown Portion: ——

LTO base record: DCMB

Title References:

Vol Fol

Last Plan Reference: PS 416611B Lot 1

Postal Address: 2415 Plenty Road
Whittlesea 3757

AMG Co-ordinates: E 339,100m
(Of approx. centre of plan) N 5,845,840m Zone 55

Council Certification and Endorsement

Council Name: Whittlesea City Council Ref: 146874

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988.
Date of original certification under section 6 4 / 12 / 1998

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

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate

~~Council seal~~

Date 28 / 4 / 99

W317234H
290999 1045 173

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROADS R1	WHITTLESEA CITY COUNCIL
RESERVES No.1, No.2 No.3 AND No.4	WHITTLESEA CITY COUNCIL
RESERVE No.5	EASTERN ENERGY LIMITED

Notations

Depth Limitation: Does not apply.

Staging This is/is not a staged subdivision
Planning Permit No.

Number of lots: 39
Area of stage: 4.369ha

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.
This survey has been connected to permanent marks no(s). ——
In Proclaimed Survey Area no. ——

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
A-1	DRAINAGE	3.06	INST 2179194	LOT 1 ON TP88188
E-1	DRAINAGE AND SEWERAGE	9	THIS PLAN	LAND IN THIS PLAN
	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	WATER SUPPLY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN AND YARRA VALLEY WATER LIMITED
R1	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LTO use only

Statement of Compliance / Exemption Statement

Received ☐

Date / /

LTO use only

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

REF 6982/1/01 VERSION 7 DATE 29/2/1999 SIGNATURE

Sheet 1 of 9 Sheets

PEYTON WAITE
CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706382 ACN 004 863 884

6982.G05

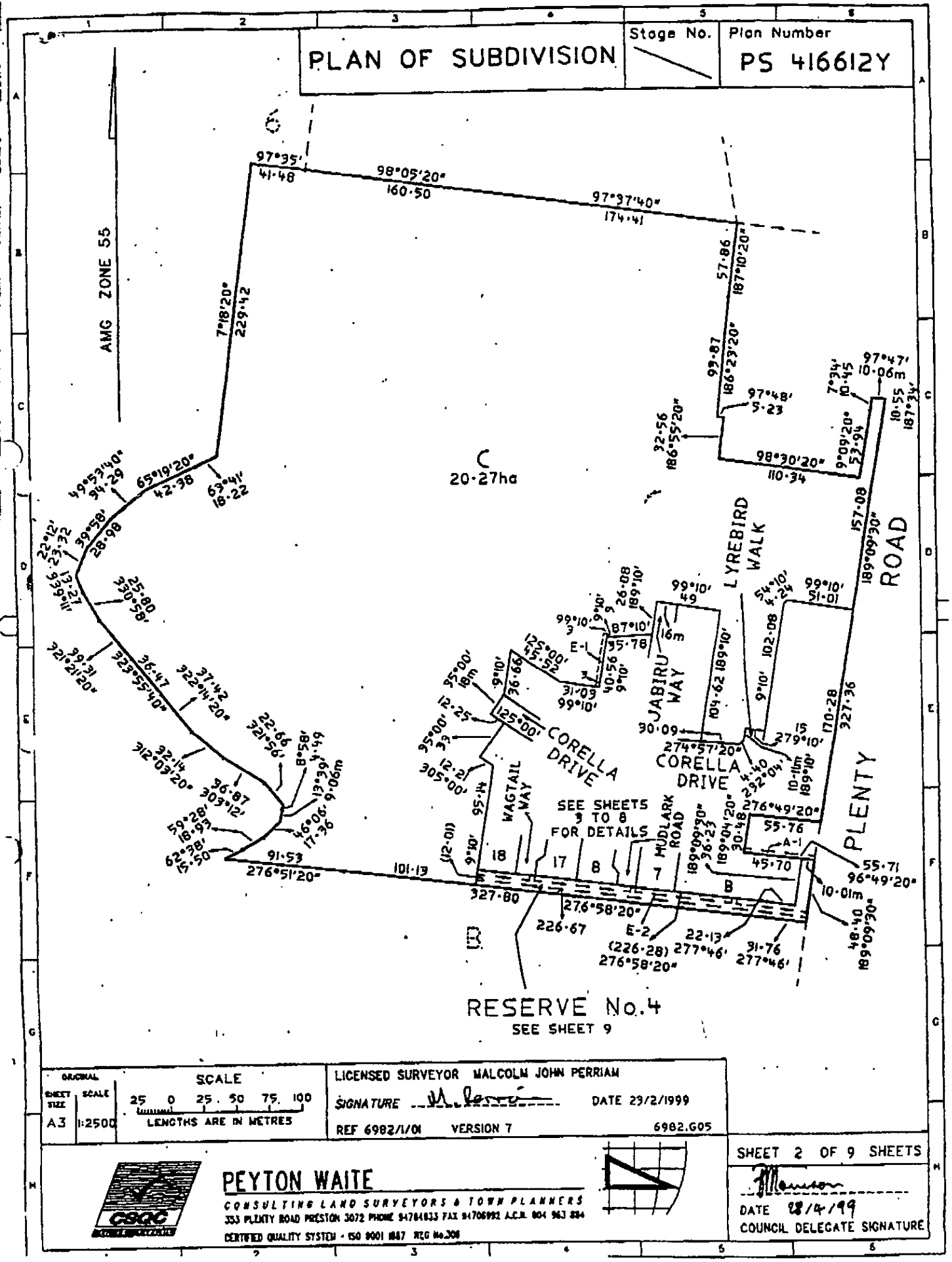
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Original Sheet size A3

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PLAN OF SUBDIVISION

Stage No. | Plan Number PS 416612Y



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE ..... DATE 29/2/1999

REF 6982/1/01 VERSION 7 6982.G05

SHEET 2 OF 9 SHEETS

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784833 FAX 94706992 A.C.N. 004 963 884

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DATE 28/4/99

COUNCIL DELEGATE SIGNATURE

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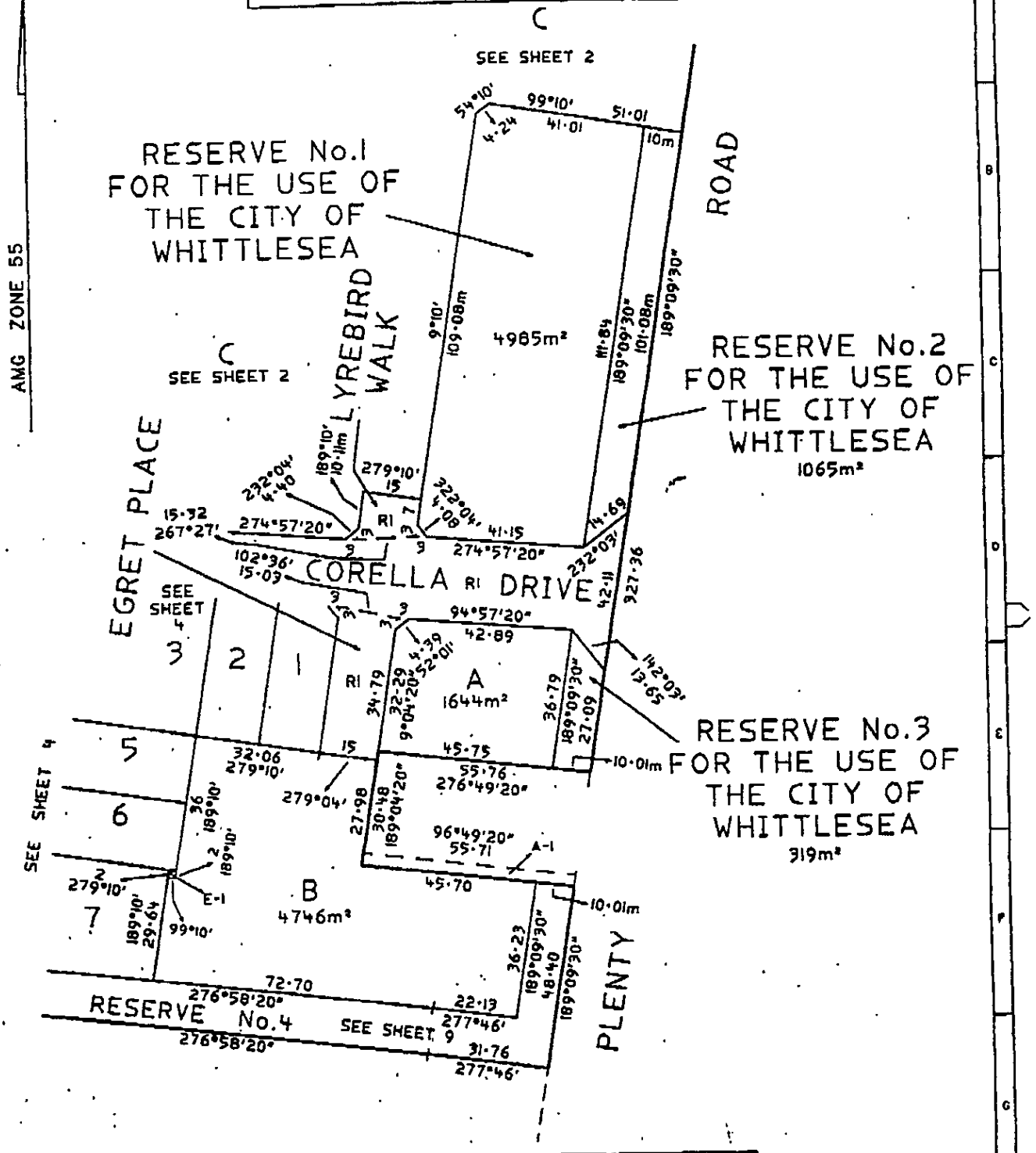
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PLAN OF SUBDIVISION

Stage No. | Plan Number PS 416612Y



ORIGINAL SHEET SIZE	SCALE	SCALE
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LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 23/2/1999

REF 6982/1/01 VERSION 7 6982.G05

SHEET 3 OF 9 SHEETS

DATE 28/4/99 COUNCIL DELEGATE SIGNATURE

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

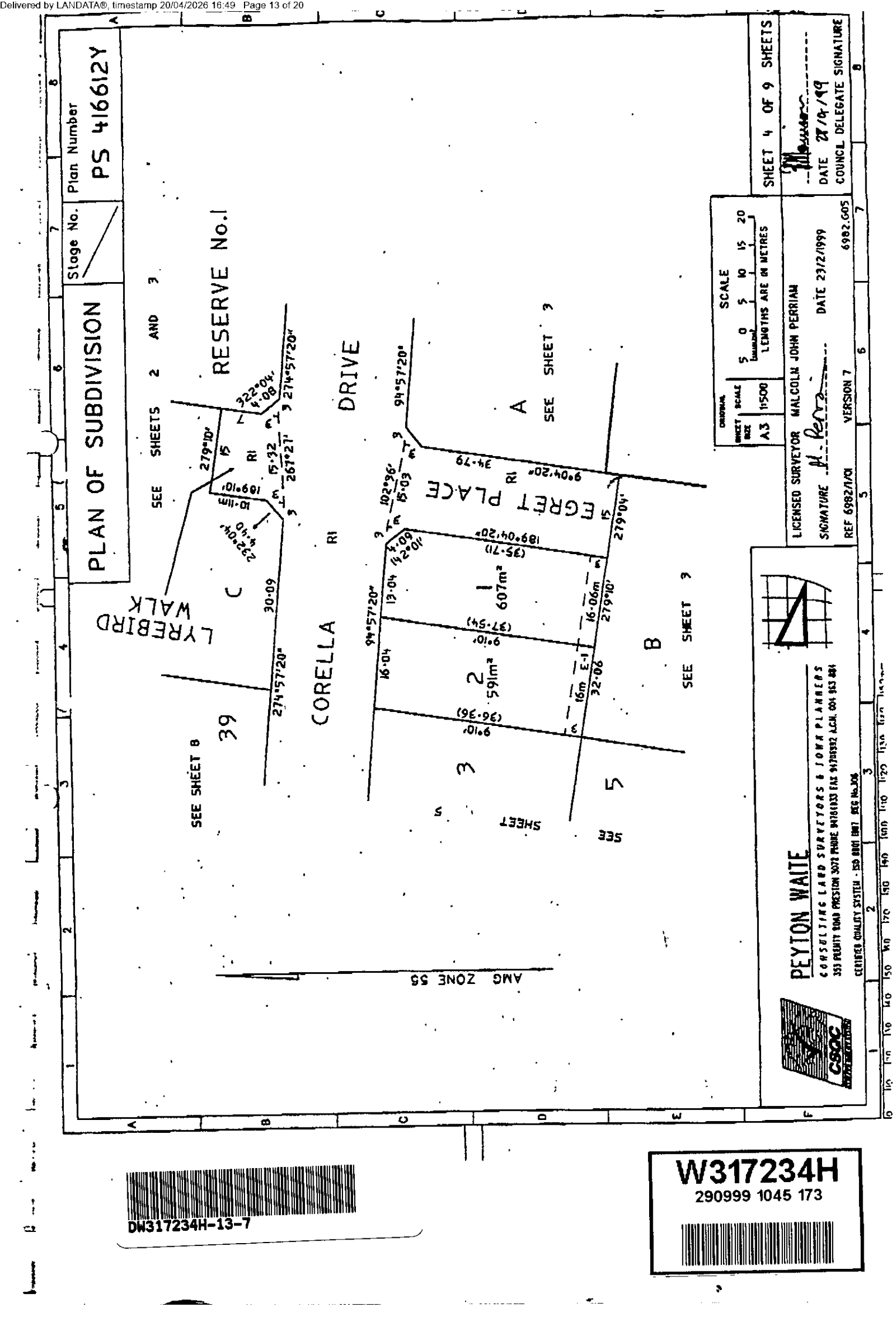
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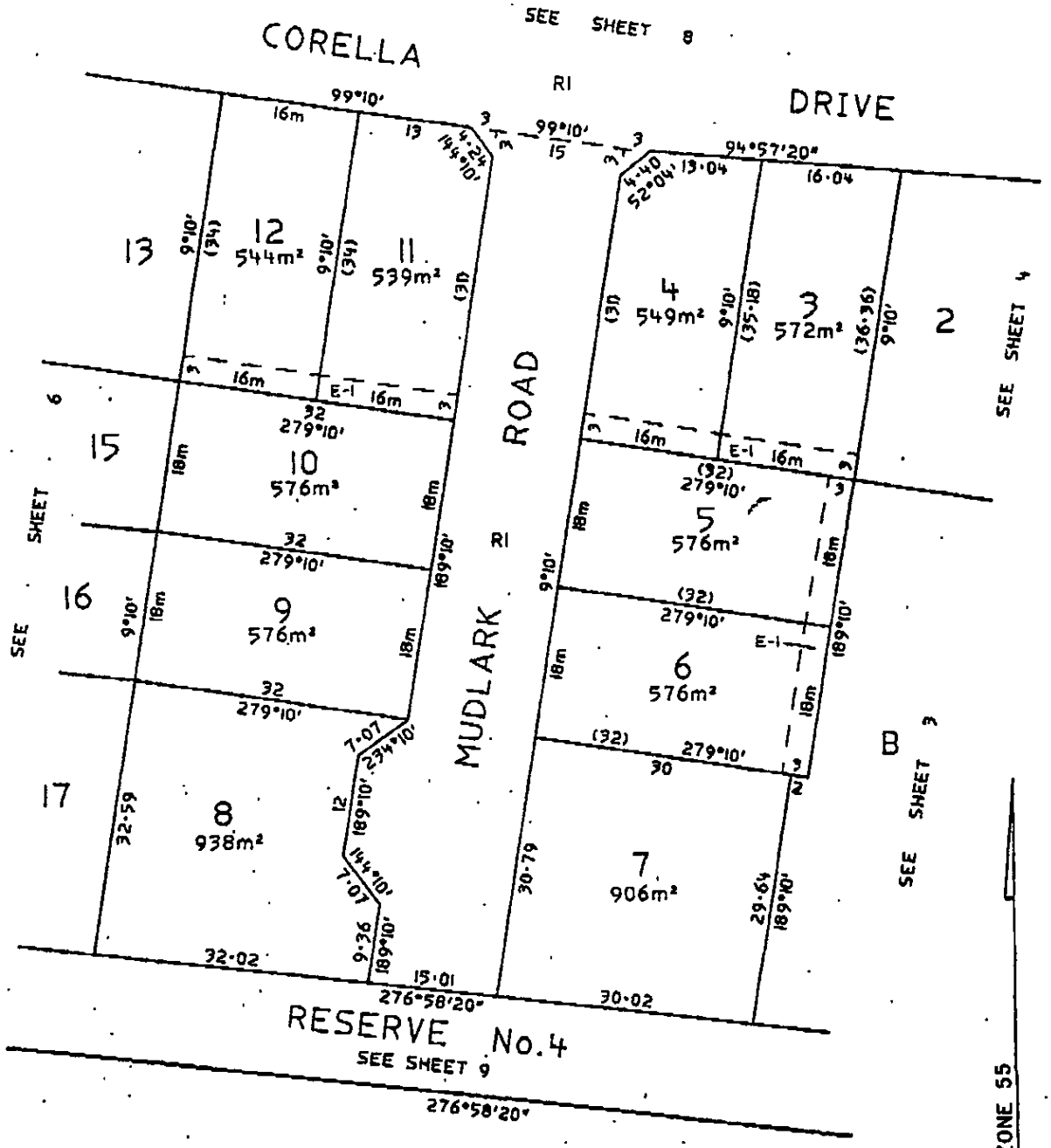
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 416612Y



ORIGINAL SHEET SIZE	SCALE	SCALE
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LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE M. Perriam DATE 29/2/1999

REF 6982/1/01 VERSION 7 6982.G05

SHEET 5 OF 9 SHEETS

DATE 28/4/99

COUNCIL DELEGATE SIGNATURE

PEYTON WAITE
CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706892 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306

DW317234H-14-5

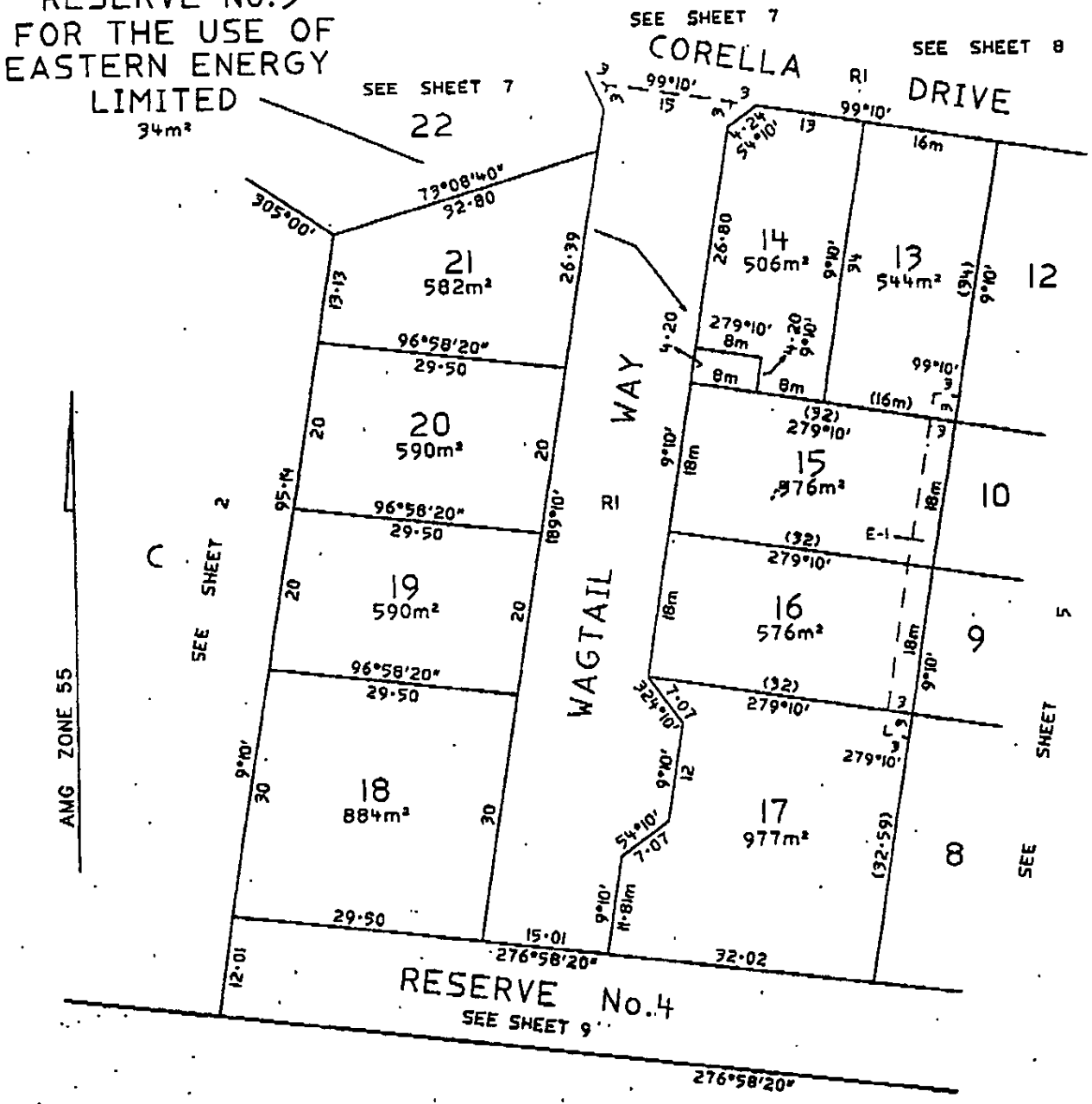
W317234H
290999 1045 173

Delivered by LANDATA®, timestamp 20/04/2026 16:49 Page 15 of 20

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 416612Y



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE M. Perriam DATE 29/2/1999

REF 6982/1/01 VERSION 7 6982.G05

SHEET 6 OF 9 SHEETS

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94764833 FAX 94786992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.308

DATE 28/4/99

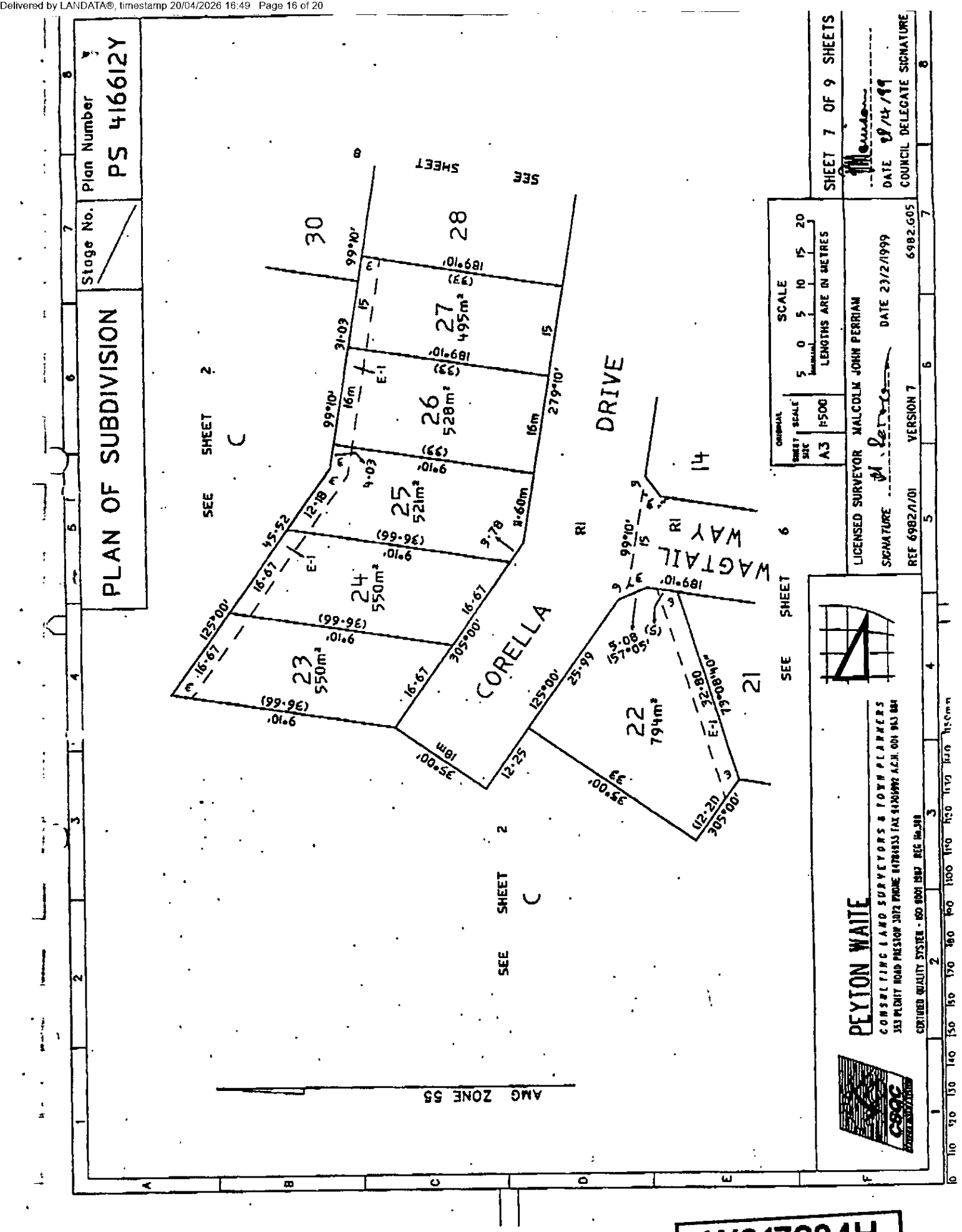
COUNCIL DELEGATE SIGNATURE

W317234H

290999 1045 173

DW317234H-15-3

Delivered by LANDATA®, timestamp 20/04/2026 16:49 Page 16 of 20

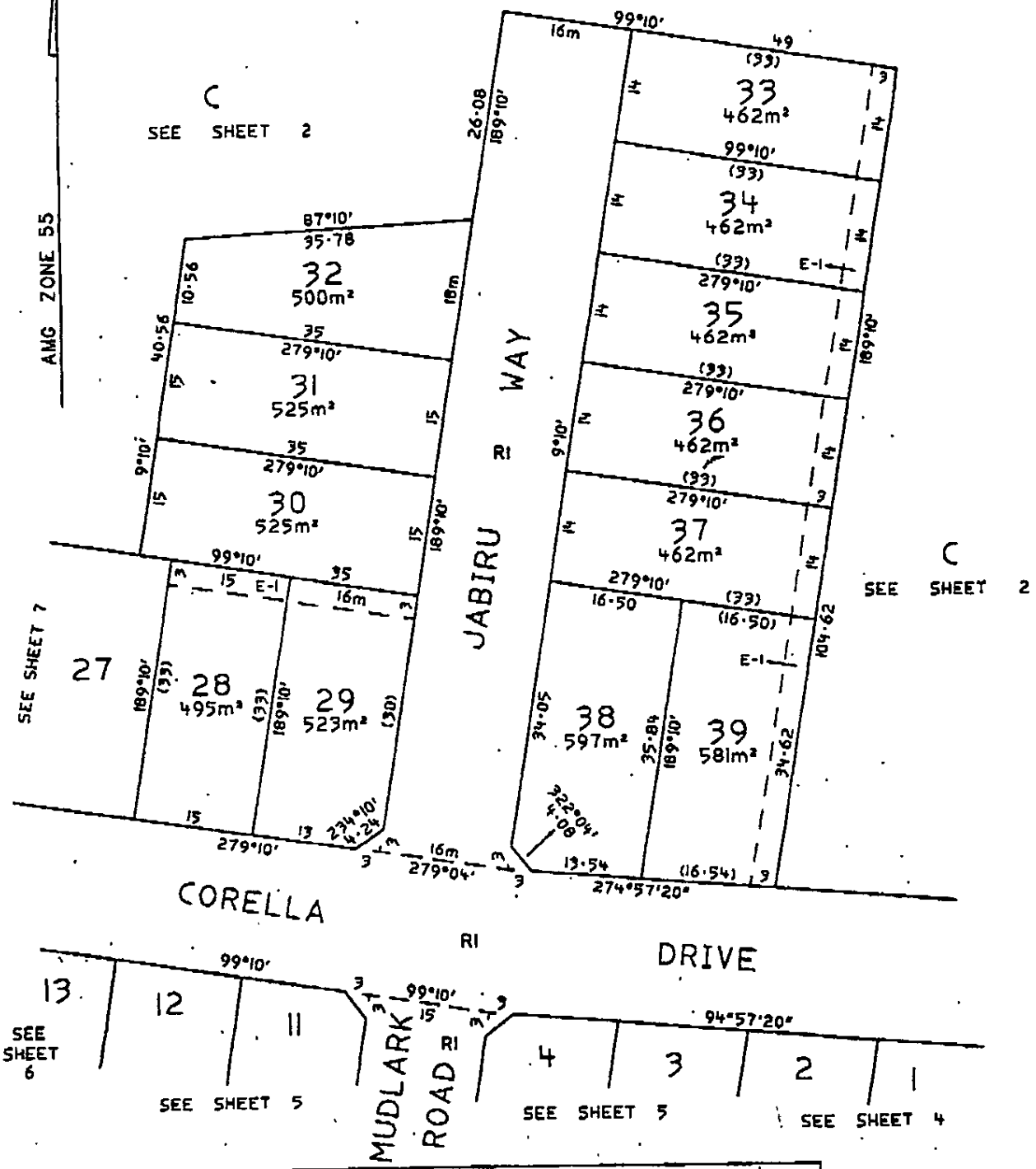


W317234H
290999 1045 173
DW317234H-16-1

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PLAN OF SUBDIVISION

Stage No. | Plan Number PS 416612Y



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 23/2/1999

REF 6982/1/01 VERSION 7 6982.G05

SHEET 8 OF 9 SHEETS

DATE 28/4/99

COUNCIL DELEGATE SIGNATURE

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784833 FAX 94708992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.308

W317234H

290999 1045 173

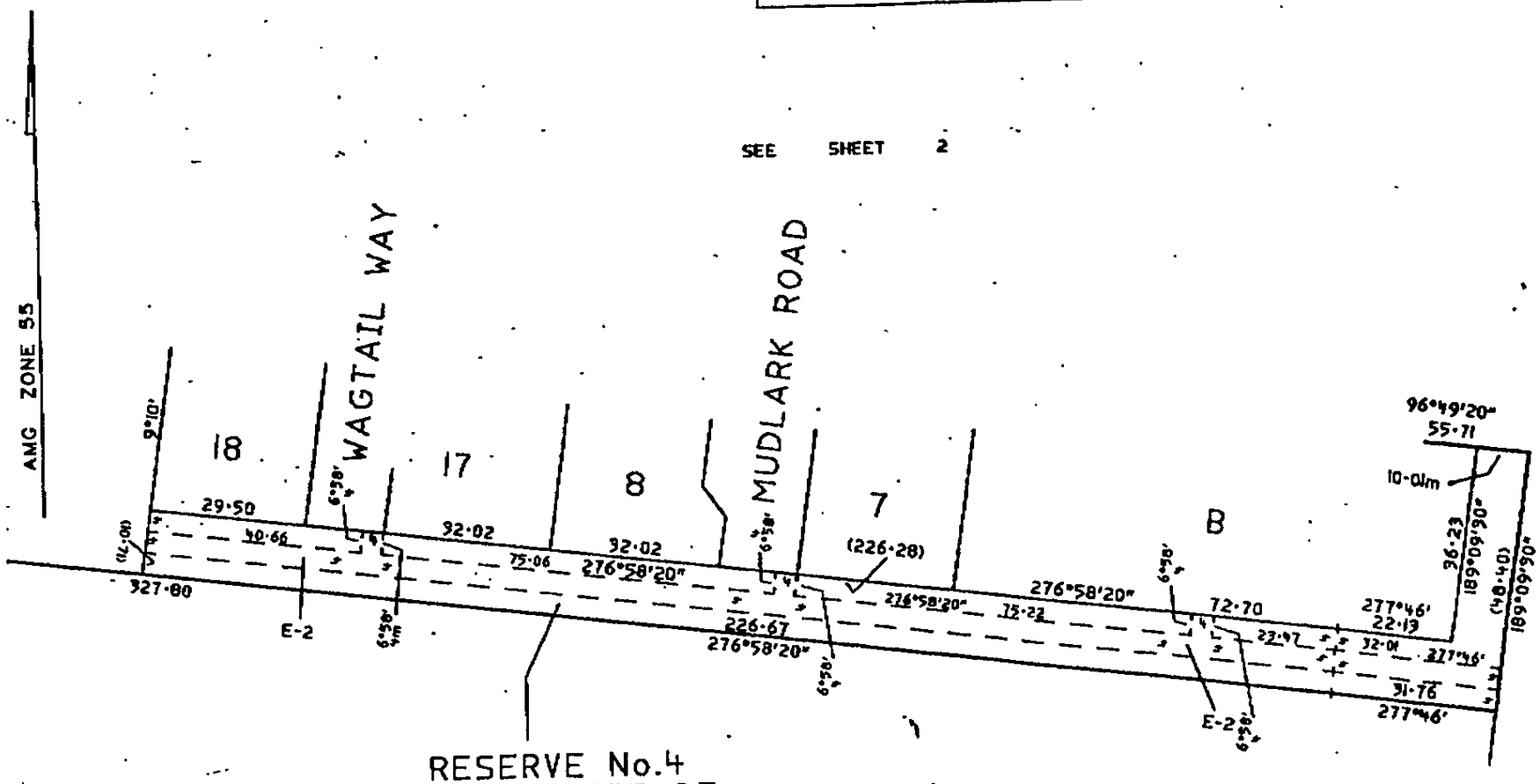
DW317234H-17-0

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 416612Y



RESERVE No.4
FOR THE USE OF
WHITTLESEA CITY COUNCIL
3465m²

ORIGINAL SHEET SIZE	SCALE
A3	1:800

SCALE
0 8 16 24 32
LENGTHS ARE IN METRES

SHEET 9 OF 9 SHEETS

PEYTON WAITE
CONSULTING LAND SURVEYORS & TOWN PLANNERS
333 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94708992 A.C.N. 004 983 884
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
SIGNATURE M. Perriam DATE 23/2/1999
REF 6982/1/01 VERSION 7 6982.G05

DATE 28/4/99
COUNCIL DELEGATE SIGNATURE

DW317234H-18-8

W317234H
290999 1045 173

Delivered by LANDATA®, timestamp 20/04/2026 16:49 Page 19 of 20

W317234H

URGENT NOTICE TO CAVEATOR

Pursuant to Section 90 (1)
of the Transfer of Land Act 1958

DATE 28.10.99

Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

LAND VICTORIA
283 Queen Street, Melbourne DX 250639
Telephone: (03) 9603 5555 Facsimile: (03) 9603 5556

Ian McCubbin & Assoc.
40 Chute Street
Diamond Creek 3089

DW317234H-19-6

As Caveator Stuart Anthony Marshall
Under Caveat No. V816603A
Registered Proprietor Collins Crest Pty. Ltd.
Please note: dealing/s has/have been lodged for registration.

- [1] Dealing No. W317234H
- [ ] Dealing No. _____
- [ ] Dealing No. _____
- [ ] Transfer to _____
- [ ] Mortgage to _____
- [ ] Variation of Mortgage _____
- [ ] Creation of Easement by _____
- [ ] Application under section 31* by _____
- [ ] Application under section 49* by _____
- [ ] Application under section 50* by _____
- [1] Other Application of a recording of an agreement

* Transfer of Land Act 1958

This is a copy of the notice sent 28.10.99

OFFICE OF TITLES VICTORIA

ROSALYN HUNT
Registrar of Titles

FOR LAND TITLES OFFICE USE ONLY

- [☑] Time expired. No action taken. [☑] Caveat remains.
- [ ] Caveat will lapse to permit registration of _____ Caveat remains.
- [ ] Caveat will lapse (*as to*) _____ on the registration of _____ (*Caveat remains.*)
- [ ] Consent lodged caveat will remain in operation.
- [ ] Other _____

Date 6 DEC 1999

OFFICE OF TITLES VICTORIA

DO NOT DETACH.

Delivered by LANDATA®, timestamp 20/04/2026 16:49 Page 20 of 20

W317234H

URGENT NOTICE TO CAVEATOR

Pursuant to Section 90 (1)
of the Transfer of Land Act 1958

DATE 28.10.99

Natural Resources and Environment
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

LAND VICTORIA
283 Queen Street, Melbourne DX 250639
Telephone: (03) 9603 5555 Facsimile: (03) 9603 5556

Ian McCubbin & Associates
40 Clunie Street
Diamond Creek 3089

DW317234H-20-0

As Caveator Clive Sherwin
Under Caveat No. W091792B
Registered Proprietor Collins Crest Pty. Ltd.
Please note: dealing/s has/have been lodged for registration.

- [1] Dealing No. W317234H
- [ ] Dealing No. _____
- [ ] Dealing No. _____
- [ ] Dealing No _____
- [ ] Dealing No _____
- [ ] Dealing No _____
- [ ] Transfer to _____
- [ ] Mortgage to _____
- [ ] Variation of Mortgage _____
- [ ] Creation of Easement by _____
- [ ] Application under section 31* by _____
- [ ] Application under section 49* by _____
- [ ] Application under section 50* by _____
- [1] Other Application for the Making of a recording of an agreement

* Transfer of Land Act 1958

This is a copy of the notice sent 28.10.99

OFFICE OF TITLES VICTORIA

ROSALYN HUNT
Registrar of Titles

FOR LAND TITLES OFFICE USE ONLY

- [1] Time expired. No action taken. [1] Caveat remains.
- [ ] Caveat will lapse to permit registration of _____ Caveat remains.
- [ ] Caveat will lapse (*as to*) _____ on the registration of _____ (*Caveat remains.*)
- [ ] Consent lodged caveat will remain in operation.
- [ ] Other _____

Date 6 DEC 1999

OFFICE OF TITLES VICTORIA

DO NOT DETACH.

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 07 March 2025 12:48 PM

PROPERTY DETAILS

Address:	**36 LORIKEET CRESCENT WHITTLESEA 3757**
Lot and Plan Number:	**Lot 168 PS422128**
Standard Parcel Identifier (SPI):	**168\PS422128**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**507731**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 246 D9**

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 VICTORIA**
Legislative Assembly:	**YAN YEAN**

OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential
GWZ - Green Wedge

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

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

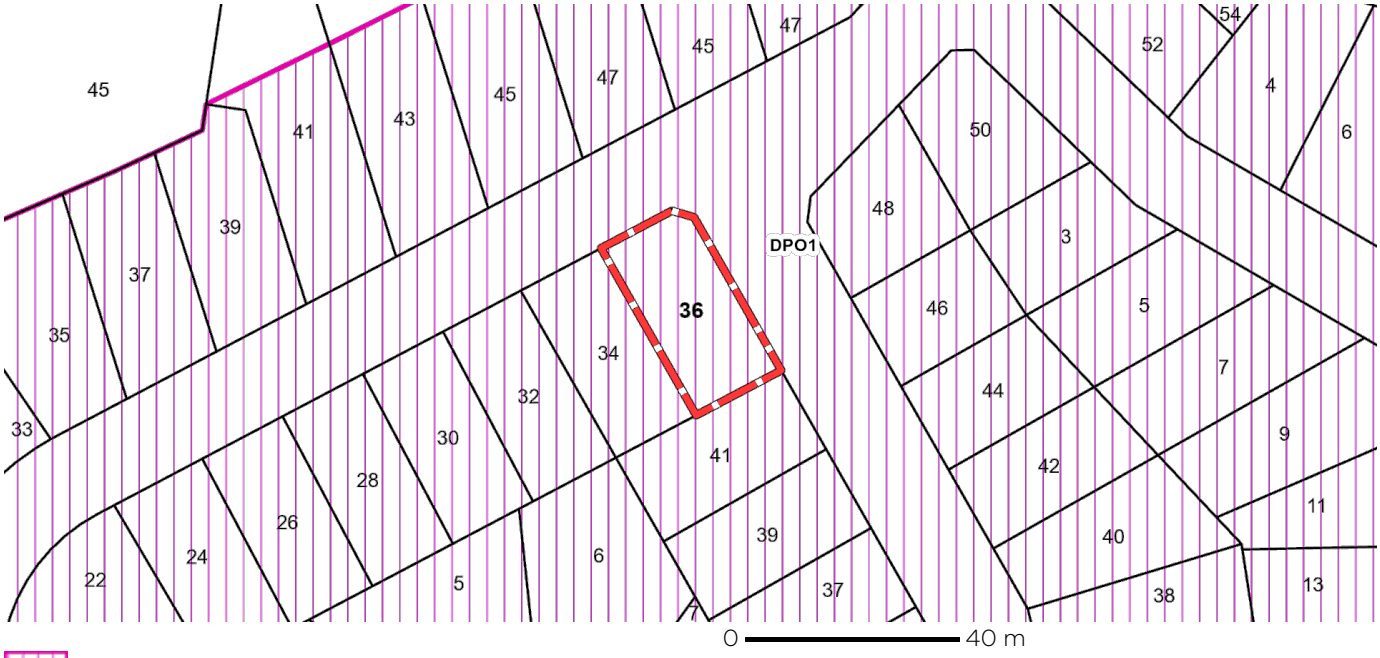
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

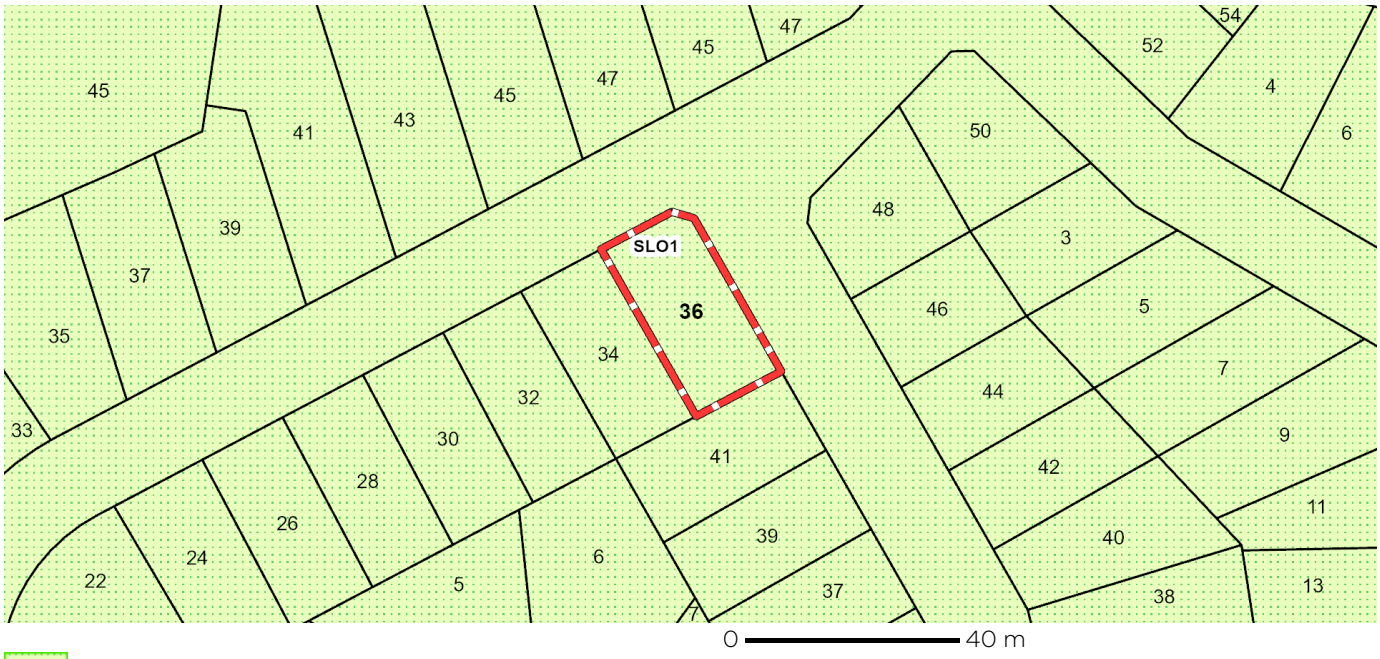


DPO - Development Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



SLO - Significant Landscape Overlay

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 5 March 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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LOTSEARCH REFERENCE
LS075719 PS

REPORT DATE
07 Mar 2025 12:54:33

CLIENT ID
156971214

ADDRESS
36 LORIKEET CRESCENT,
WHITTLESEA VIC 3757

COUNCIL
Whittlesea City

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 168, PS422128

EPA Priority Sites Register Plus+

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS075719 PS

REPORT DATE
07 Mar 2025 12:54:33

ADDRESS
36 LORIKEET CRESCENT,
WHITTLESEA VIC 3757

EPA Priority Sites Register Plus+

- This report provides information sourced from freely available, public registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries. Search results are provided for your property and the surrounding search area.
- Search results are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.

2. Regulated Activities

No Records Identified

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

3. Contamination Investigations

No Records Identified

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed here.

4. Other Contamination Issues

No Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

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

WHAT NEXT?

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

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

support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

36 LORIKEET CRESCENT, WHITTLESEA VIC 3757

LOTSEARCH REFERENCE
LS075719 PS

REPORT DATE
07 Mar 2025



LEGEND

- Site Boundary
- Search Area
- Search Results

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

N

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS075719 PS

REPORT DATE
07 Mar 2025 12:54:33

ADDRESS
36 LORIKEET CRESCENT,
WHITTLESEA VIC 3757

Search Results

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

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

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

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

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

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

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS075719 PS

REPORT DATE
07 Mar 2025 12:54:33

ADDRESS
36 LORIKEET CRESCENT,
WHITTLESEA VIC 3757

Data Sources

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

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	07/03/2025
EPA Site Management Orders	Environment Protection Authority Victoria	21/02/2025
EPA Register of Permissions	Environment Protection Authority Victoria	11/02/2025
Legacy EPA Licensed Activities	Environment Protection Authority Victoria	19/07/2022
Legacy EPA Works Approvals	Environment Protection Authority Victoria	13/12/2022
Legacy EPA Prescribed Industrial Waste	Environment Protection Authority Victoria	12/08/2020
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	21/02/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	21/02/2025
Planning Scheme Overlay - Environmental Audits	VIC Department of Energy, Environment and Climate Action	14/02/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	21/02/2025
Defence 3 Year Regional Contamination Investigation Program	Australian Department of Defence	18/02/2025
Airservices Australia National PFAS Management Program	Airservices Australia	05/03/2025
Defence PFAS Investigation & Management Program - Investigation Sites	Australian Department of Defence	05/03/2025
Defence PFAS Investigation & Management Program - Management Sites	Australian Department of Defence	05/03/2025
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority Victoria	25/10/2024
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	20/02/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	20/02/2025

Useful Contacts

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

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

Whittlesea City
http://www.whittlesea.vic.gov.au
info@whittlesea.vic.gov.au
(03) 9217 2170

Click for USE OF REPORT - APPLICABLE TERMS

Date of issue	Assessment No.	Certificate No.	Your reference
24/04/2026	507731	183442	80290222-015-5

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 36 Lorikeet Crescent WHITTLESEA 3757
Description: LOT: 168 PS: 422128U
AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	$1,100,000	$390,000	$55,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:
Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges			
General rate		$2,600.77	
Food/Green waste bin charge		$95.30	
ESVF Fixed charge (Res)		$136.00	
ESVF Variable Levy (Res)		$190.30	
Waste Service Charge (Res/Rural)		$208.80	
Waste Landfill Levy Res/Rural		$105.85	
Arrears to 30/06/2025		$0.00	
Interest to 24/04/2026		$0.00	
Other adjustments		$0.00	
Less	Concessions	$0.00	
	Sustainable land management rebate	$0.00	
	Payments	-$3,337.02	
Balance of rates & charges due:			$0.00
Property debts			
Other debtor amounts			$0.00
Special rates & charges			
nil			
Total rates, charges and other monies due			**$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices
25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083
Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au

Free telephone interpreter service 131 450

2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:
The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act* 1989 or under a local law of the Council:

No Orders applicable.

4. Specified flood level:
There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:
The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments
Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act* 1983. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:

Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020, the Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.

www.whittlesea.vic.gov.au
Ref **507731**

Phone 1300 301 185
Ref **507731**

Biller Code **5157**
Ref **507731**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

20th April 2026

Tonkin Legal Group Pty Ltd C/- InfoTrack (LEAP) C/
LANDATA

Dear Tonkin Legal Group Pty Ltd C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	36 LORIKEET CRESCENT WHITTLESEA 3757
Applicant	Tonkin Legal Group Pty Ltd C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	31028448
Conveyancing Account Number	7959580000
Your Reference	245291

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	36 LORIKEET CRESCENT WHITTLESEA 3757

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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Melbourne Water Property Information Statement

Property Address	36 LORIKEET CRESCENT WHITTLESEA 3757

STATEMENT UNDER SECTION 158 WATER ACT 1989

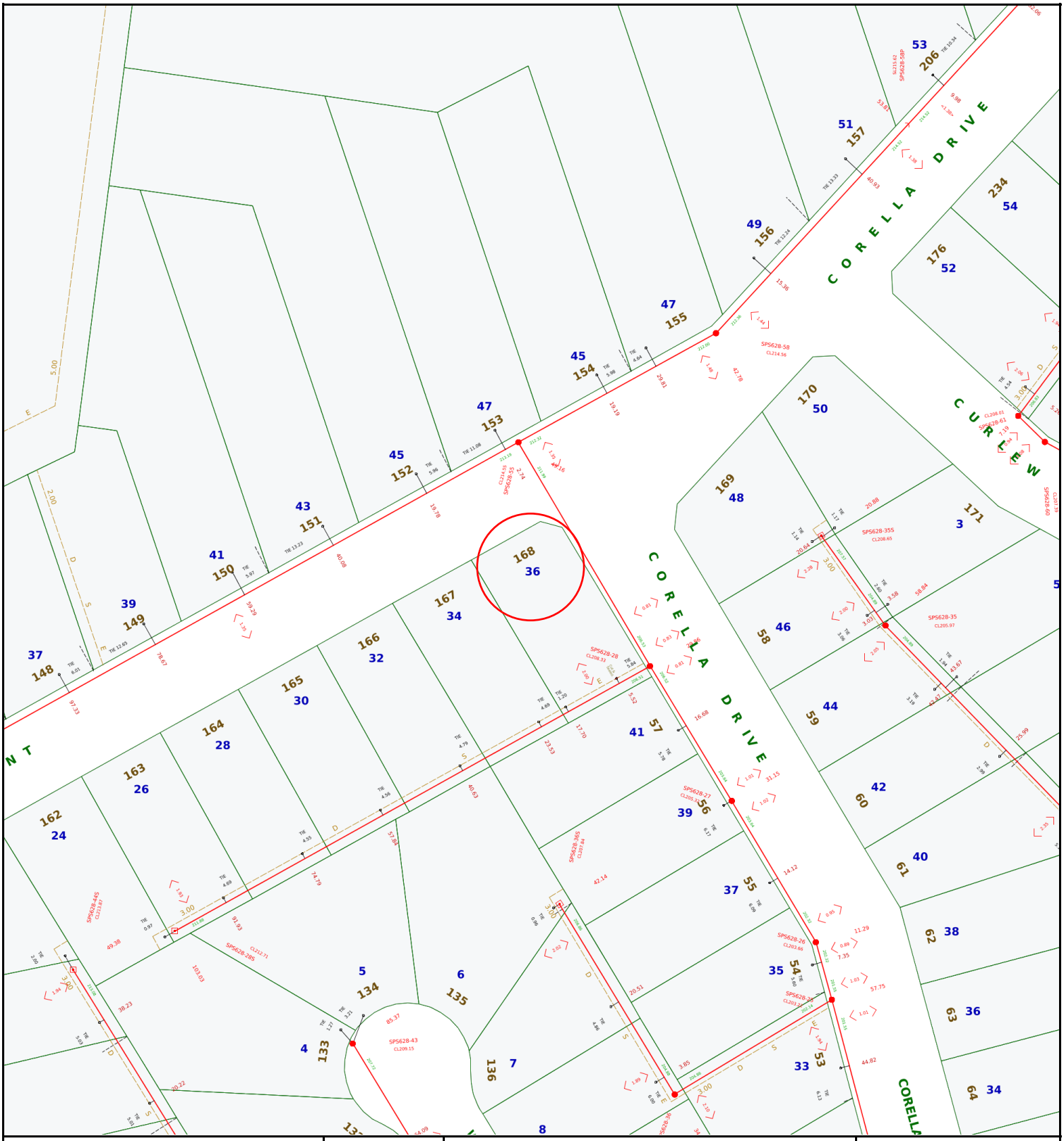
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 31028448**	**Address**	36 LORIKEET CRESCENT WHITTLESEA 3757	
	Date	20/04/2026	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

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

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

15th May 2020

Application ID: 448515

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	925205

Conditions of Connection Details

GENERAL

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

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

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

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

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

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

WATER

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

METER ASSEMBLIES & POSITIONING

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

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

SEWER

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

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

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

19th March 2020

Application ID: 441816

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	925205

Service Request Number: 7167431

Conditions of Connection Details

GENERAL

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

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

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

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

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

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

SEWER

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:
1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

Any unused branches at the site must be cut and sealed.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

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ABN 93 066 902 501

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Tonkin Legal Group Pty Ltd C/- InfoTrack (LEAP) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4648383764
Rate Certificate No: 31028448

Date of Issue: 20/04/2026
Your Ref: 245291

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
36 LORIKEET CRES, WHITTLESEA VIC 3757	168\PS422128	1584059	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2026 to 30-06-2026	$21.04	$21.04
Residential Water and Sewer Usage Charge *Step 1 – 37.000000kL x $3.57240000 = $132.18* Estimated Average Daily Usage $1.41	03-11-2025 to 05-02-2026	$132.18	$0.00
Residential Sewer Service Charge	01-04-2026 to 30-06-2026	$121.26	$121.26
Parks Fee	01-04-2026 to 30-06-2026	$22.39	$22.39
Drainage Fee	01-04-2026 to 30-06-2026	$17.10	$17.10
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$181.79

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

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

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

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

Property No: 1584059

Address: 36 LORIKEET CRES, WHITTLESEA VIC 3757

Water Information Statement Number: 31028448

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 46483837641

Amount Paid		Date Paid		Receipt Number	

18th March 2020

Danel Martin
care of
djmartin.carpentry@gmail.com

Dear Danel Martin,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	441546
Property Address	36 LORIKEET CRESCENT WHITTLESEA 3757
Service Location ID	1584059

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is either cutback or extended by an Accredited Live Sewer Contractor to meet the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

Please note the proposed structure is not meeting the required clearance of 600mm from the sewer branch. The branch will need to be altered by an accredited Live Sewer Contractor.

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

Build Over Condition Summary *
Residential or Habitable Structure • cannot build over the sewer main and 600mm horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required
Brick Garages & Brick Carports Greater than 10 square metres • can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required

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

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

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

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

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

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

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

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

more than one property.

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

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

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

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

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut back/extended by one of Yarra Valley Water's accredited live sewer contractors to achieve the minimum clearance.

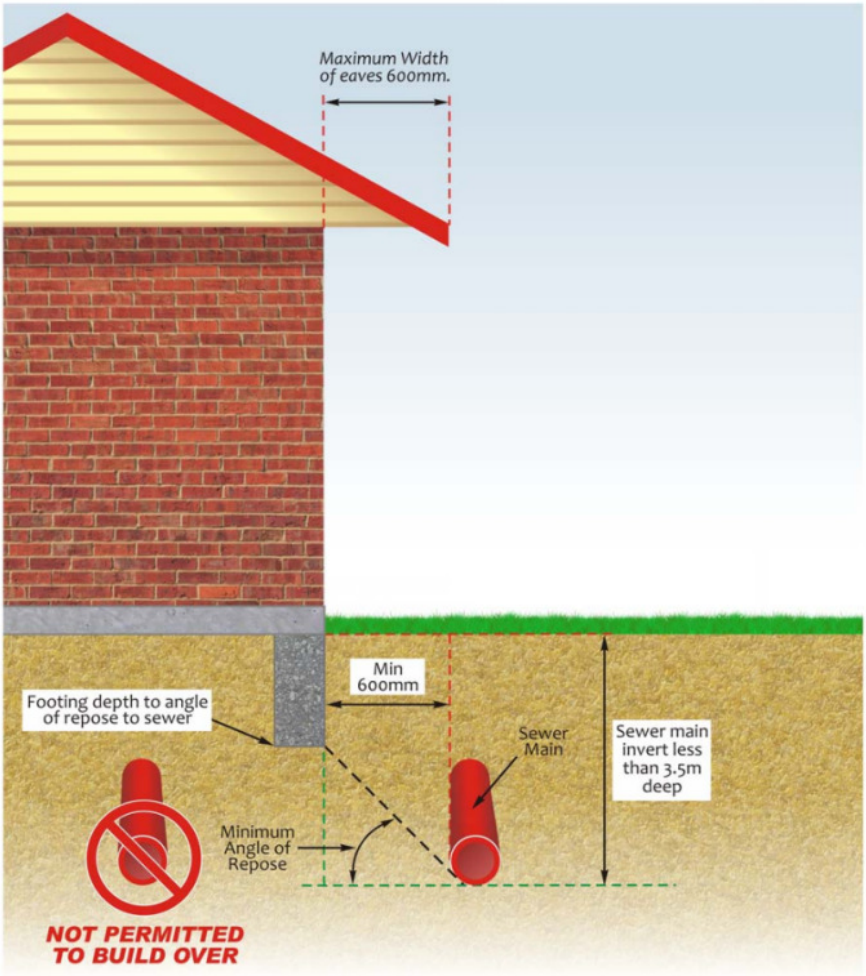
The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point.

The accredited live sewer contractor will be responsible to record all changes to the sewer branch on a field note recording the alterations to the sewer branch and provide this field note to Yarra Valley Water. The updated information must include surface and invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

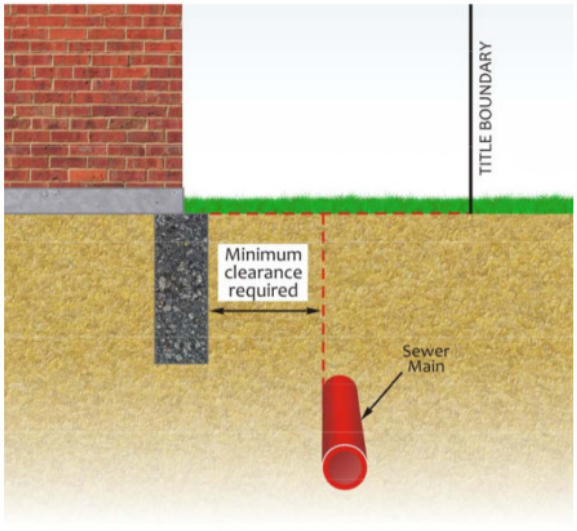
To complete the necessary alterations, you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley website www.yvw.com.au

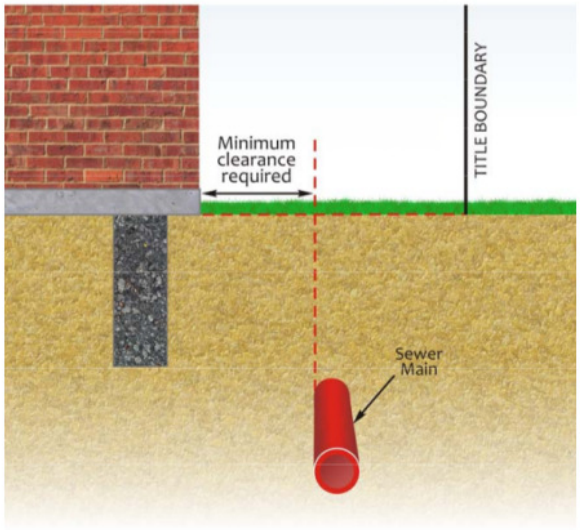
HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



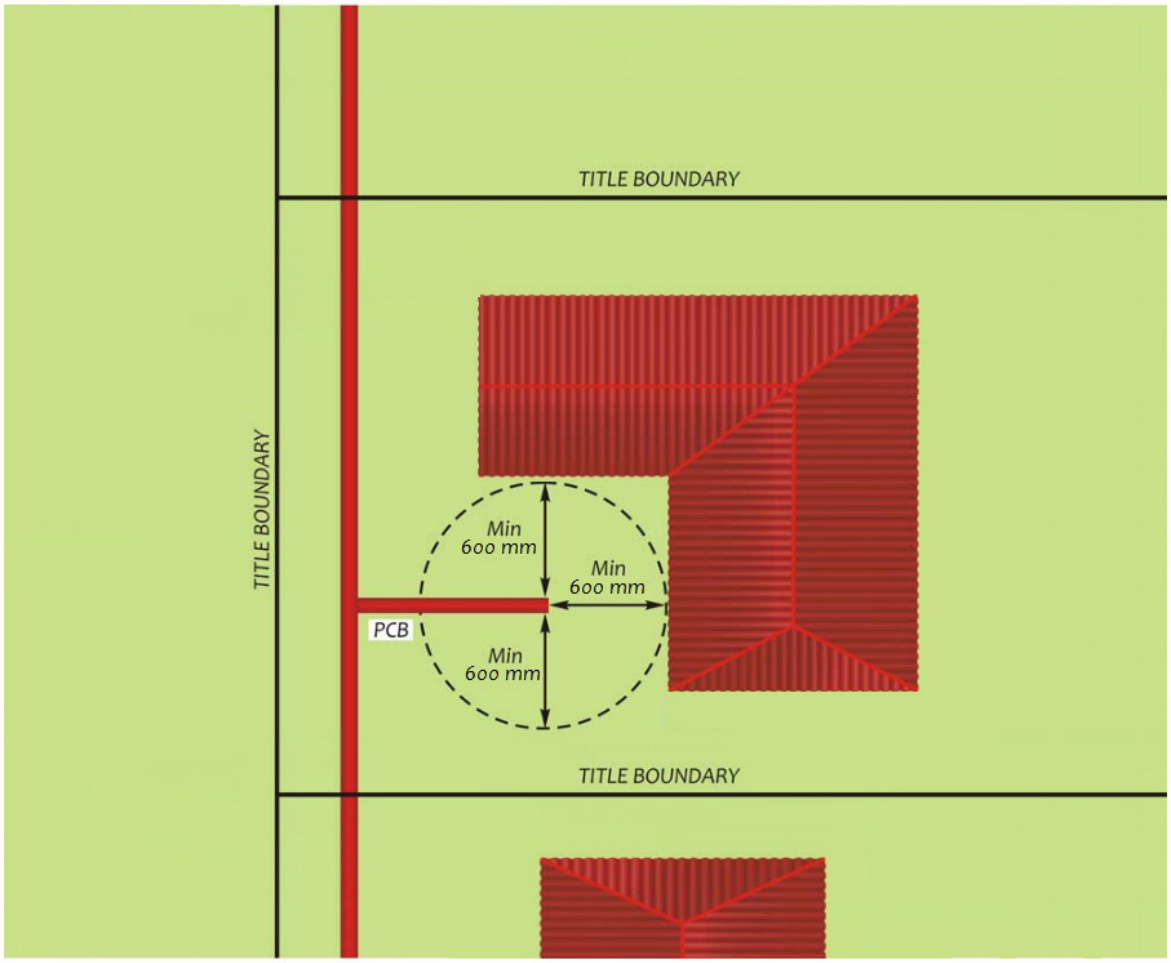
CLEARANCES REQUIRED FROM ASSETS



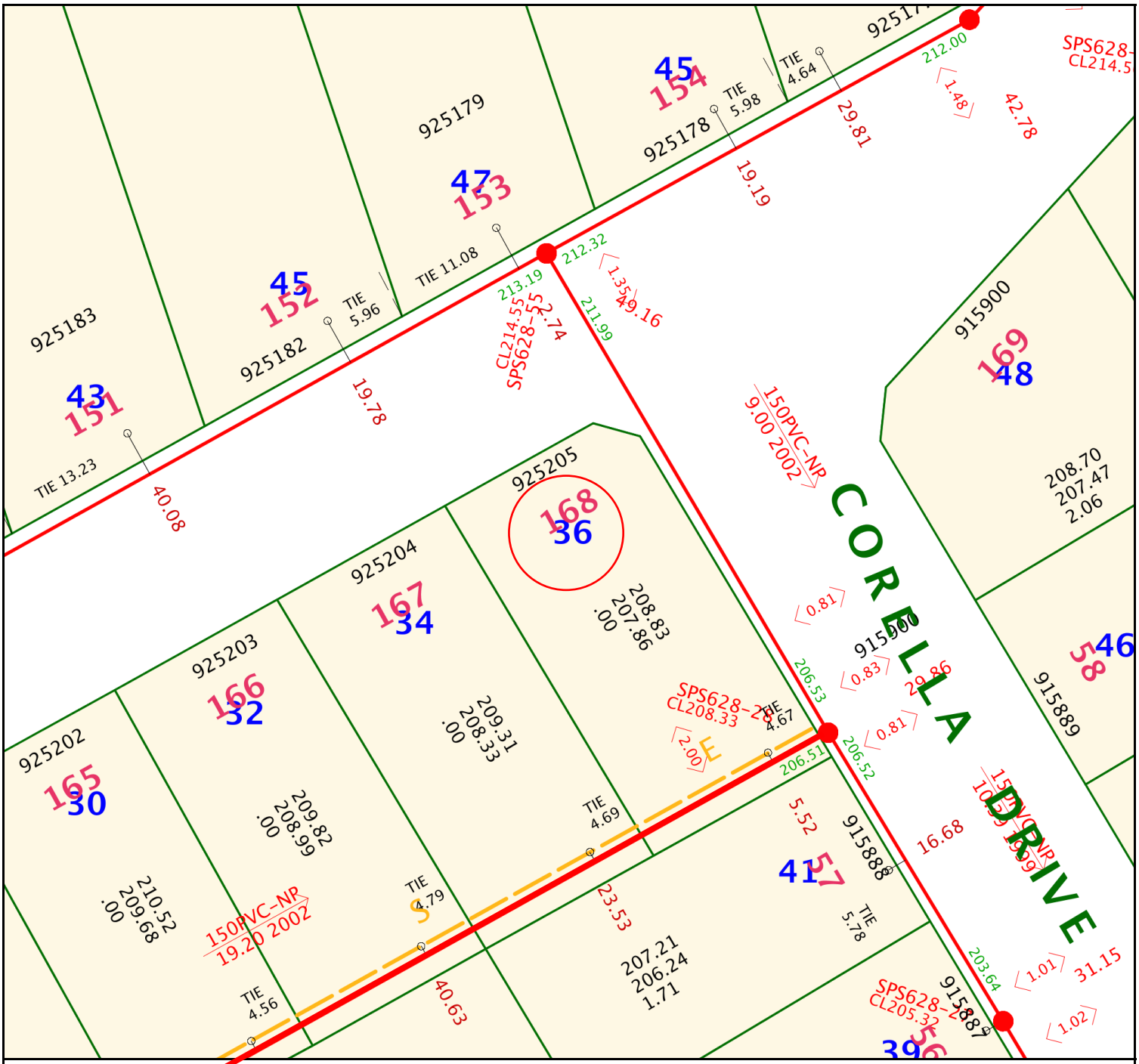


THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

RESIDENTIAL
PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



Yarra Valley Water
Sewerage Depth Offset
Asset Map

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	18/03/2020
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	s
Circular Manhole		Maintenance Chamber	r
Sewer Offset	<1.00>	End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

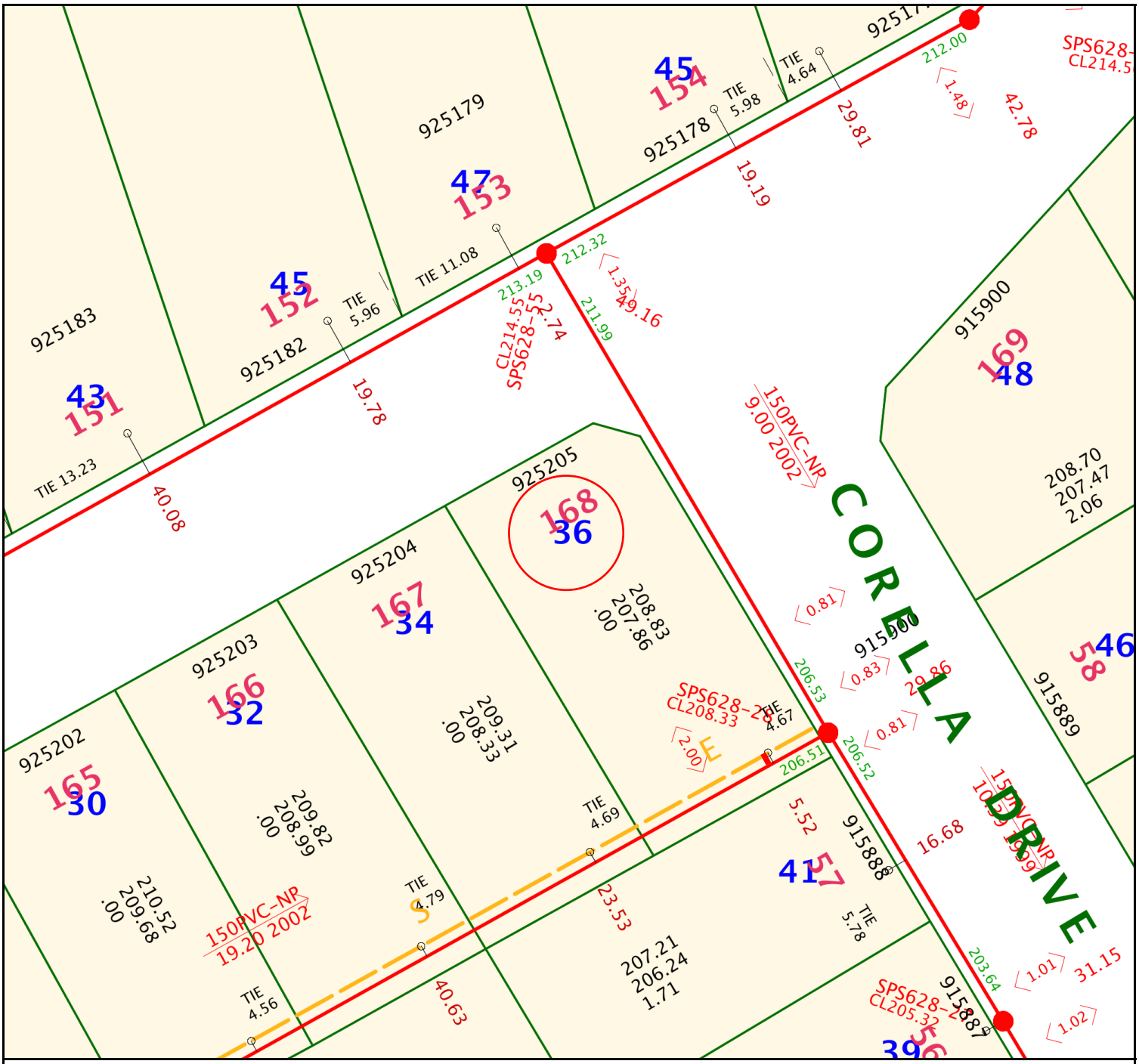
Abbreviation Pipe Material

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

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 1.33
Branch Length (m): 0

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.
YVW Ref: 1584059



Yarra Valley Water
Sewer Branch
Asset Map

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	18/03/2020
Scale	1:500

N

Yarra Valley Water

ABN 93 066 902 501

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Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
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Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset	<1.00>	Maintenance Shaft	s
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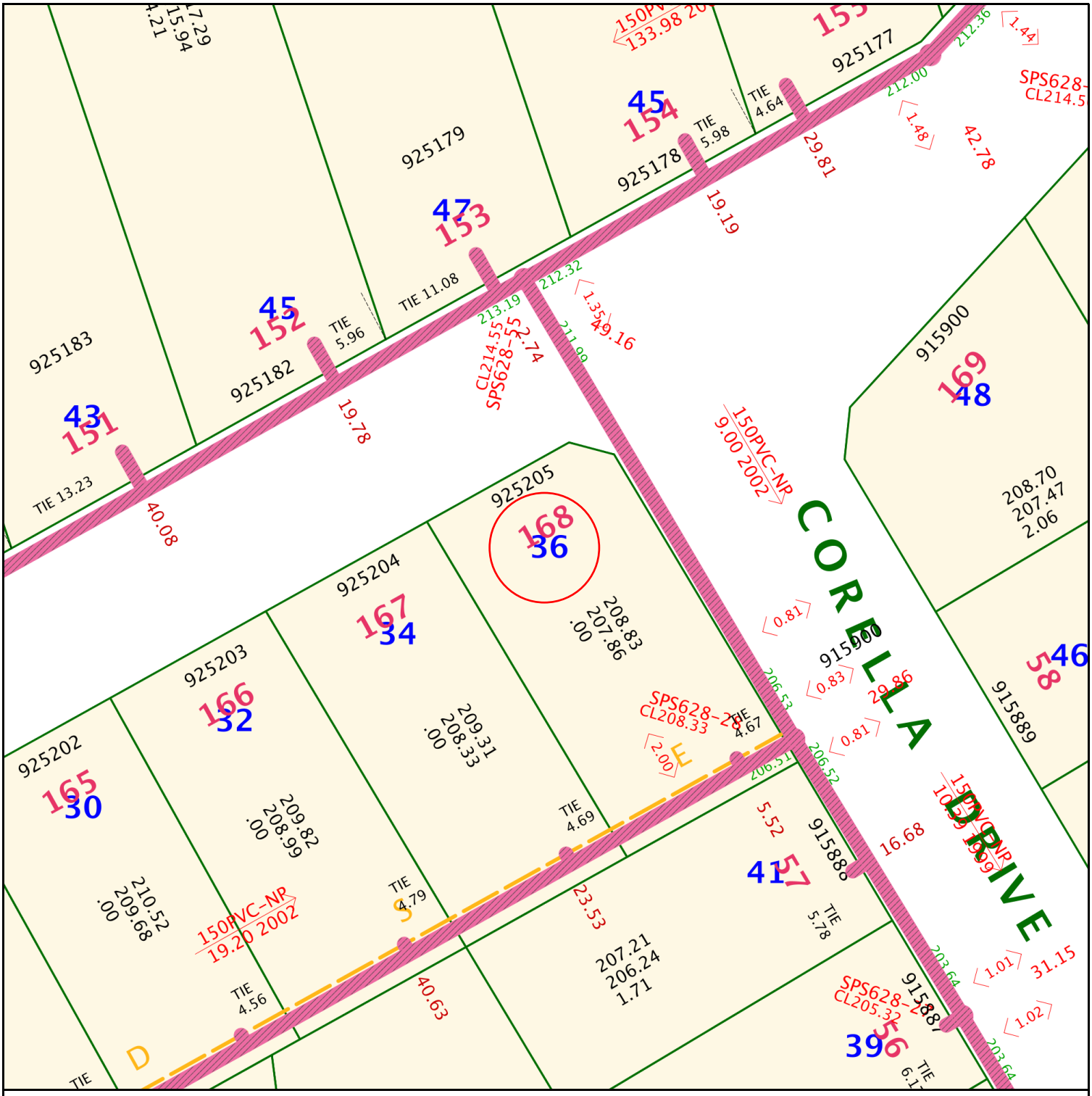
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HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.963
Branch Length (m): 0

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1584059



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

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	18/03/2020
Scale	1:500

N

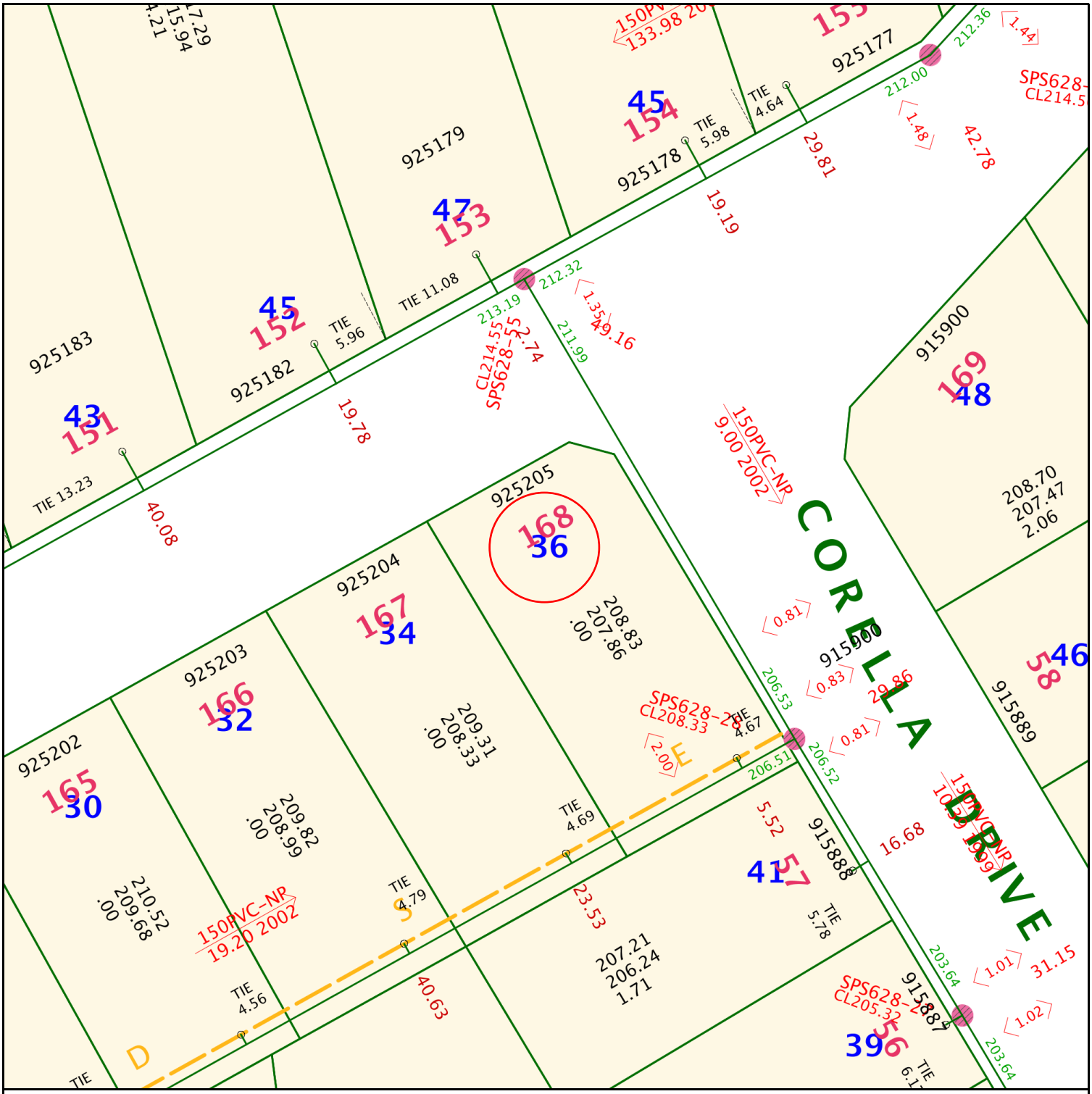
Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 441546

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

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



Yarra Valley Water
Build Over Plan Reference: Plan D
General Structures

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	18/03/2020
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

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

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

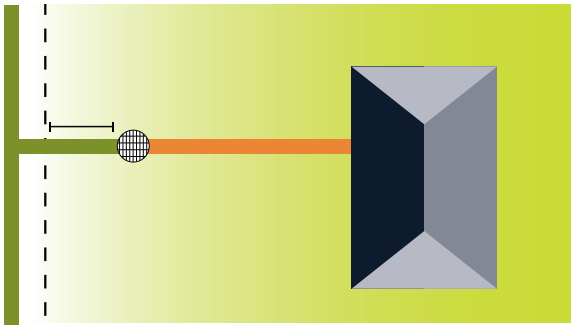
Yarra Valley Water

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

STAND ALONE RESIDENCE

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

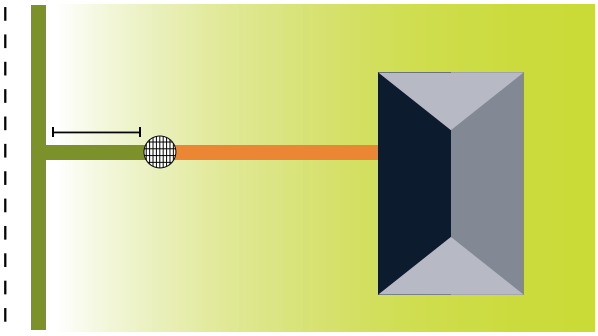
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

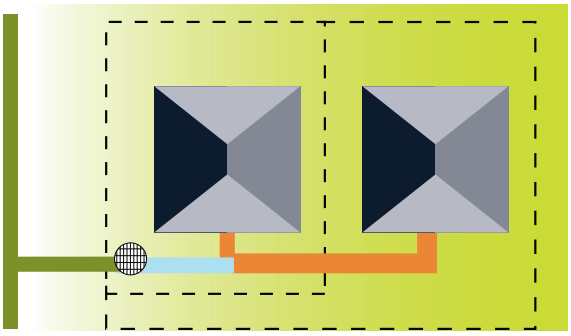
Sewer connection point where the sewer main is **inside** the property.

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



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



KEY

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

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

13th March 2020

Daniel Martin
care of
djmartin.carpentry@gmail.com

Dear Daniel Martin,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	441279
Property Address	36 LORIKEET CRESCENT WHITTLESEA 3757
Service Location ID	1584059

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is either cutback or extended by an Accredited Live Sewer Contractor to meet the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

The proposed dwelling does not achieve the required 600mm clearance to the sewer connection point.

The sewer connection point will either need to be cut back by an Accredited Live Sewer Contractor via a Minor Works application or you can amend your plans and reapply.

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

Build Over Condition Summary *
Residential or Habitable Structure • cannot build over the sewer main and 600mm horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over the sewer main and 750mm vertical clearance is required
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property • 600mm horizontal clearance is required from the sewer main and 150mm vertical

clearance when traversing the sewer main at a 90˚ angle
Driveway Vehicle Crossing / Crossover • for water hydrants, valves or fittings located within a proposed vehicle crossover must be relocated to an appropriately accessible location • for sewer maintenance structures located within a proposed vehicle crossover, cover levels match the surface level of the crossover

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

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

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

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

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

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

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

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

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset.

For works adjacent to the sewer main.

3. Services must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.

For works traversing the sewer main, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load it to be placed on the sewer main by the services.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut back/extended by one of Yarra Valley Water's accredited live sewer contractors to achieve the minimum clearance.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point.

The accredited live sewer contractor will be responsible to record all changes to the sewer branch on a field note recording the alterations to the sewer branch and provide this field note to Yarra Valley Water. The updated information must include surface and invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

To complete the necessary alterations, you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley website www.yvw.com.au

For any driveway vehicle crossing/ crossover proposed over Yarra Valley Water water mains the following apply:

1. Any water hydrants, valves or fittings that are located within the proposed vehicle crossover must be relocated to an appropriately accessible location, preferably in the nature strip and must maintain 1m horizontal clearance from the proposed and any existing vehicle

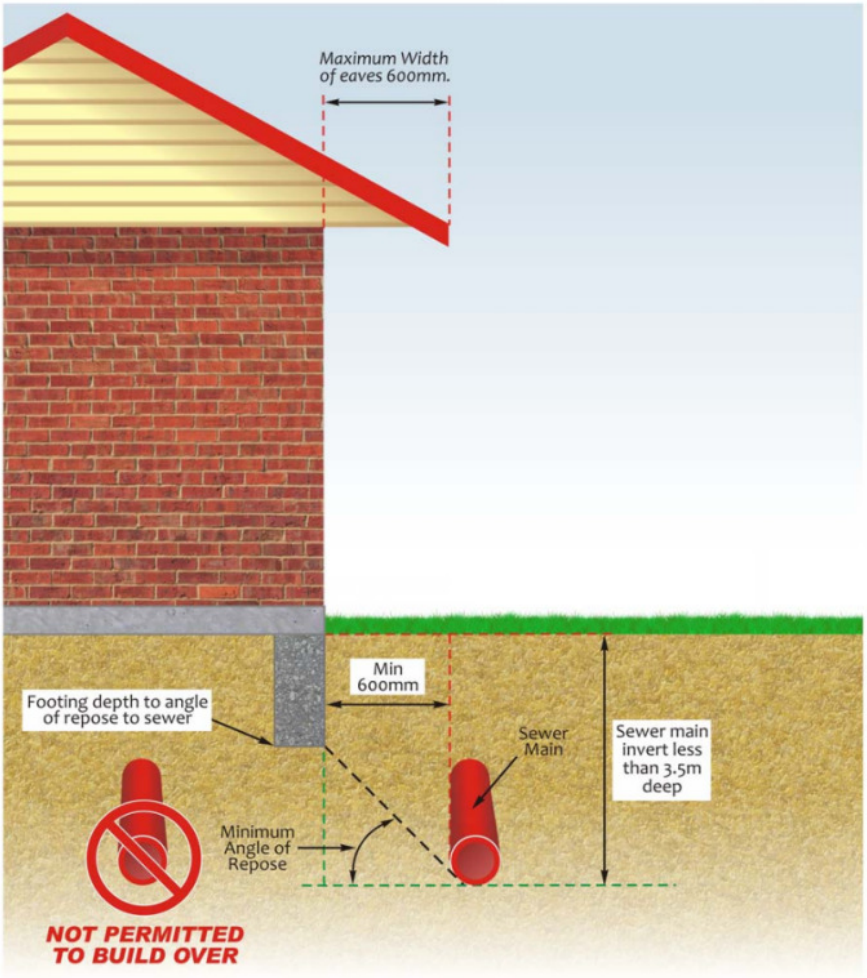
crossovers. Relative positioning between hydrants, valves and fittings must be maintained in the relocation.

2. Sewer maintenance structures located within a proposed vehicle crossover must be altered to ensure cover levels match the surface level of the proposed crossover. If heavy covers are required to be fitted, they will need to comply with YVW's requirements.

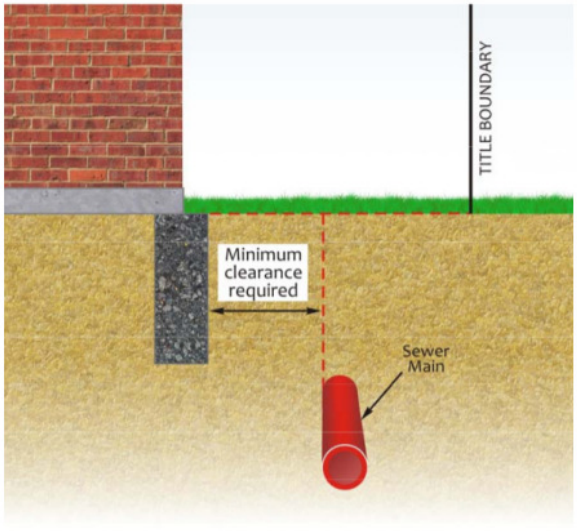
3. Where relocation works are required the works are to be carried out by Yarra Valley Water at the Owner's expense.

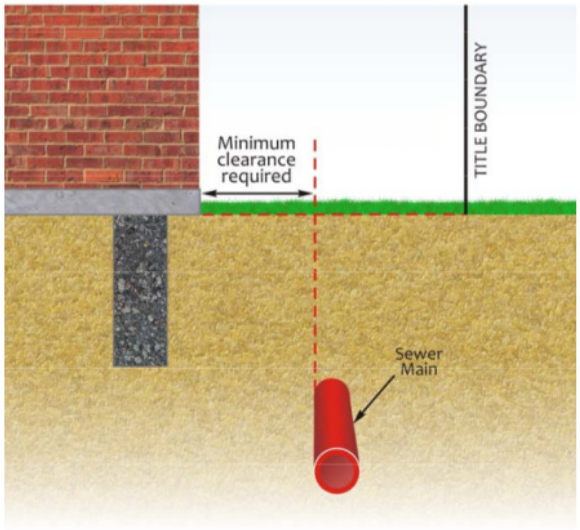
HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



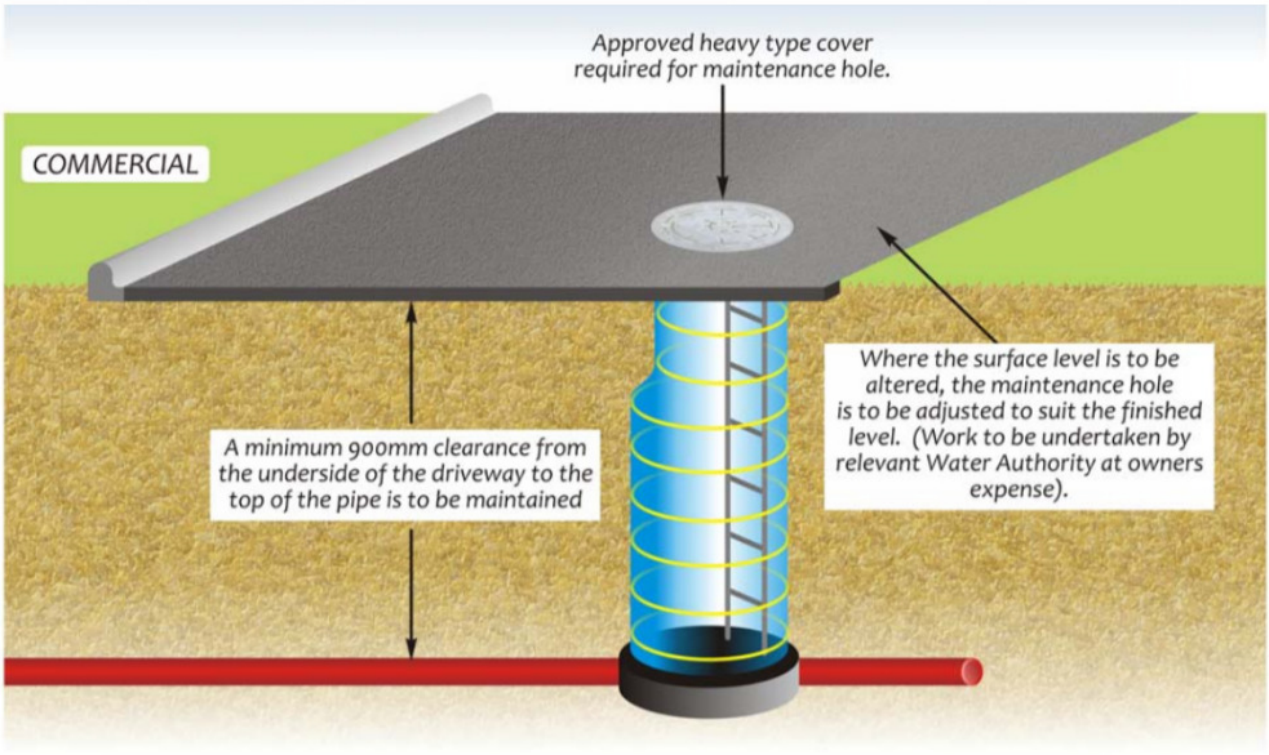
CLEARANCES REQUIRED FROM ASSETS

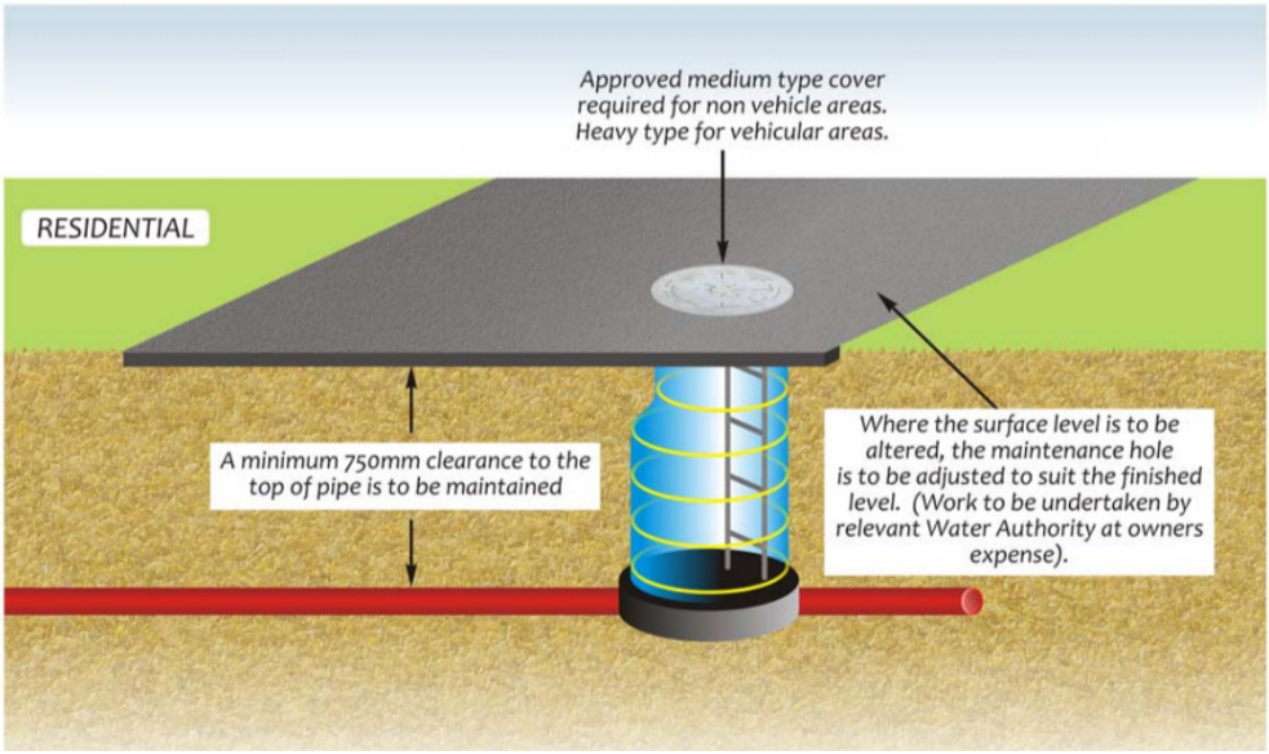


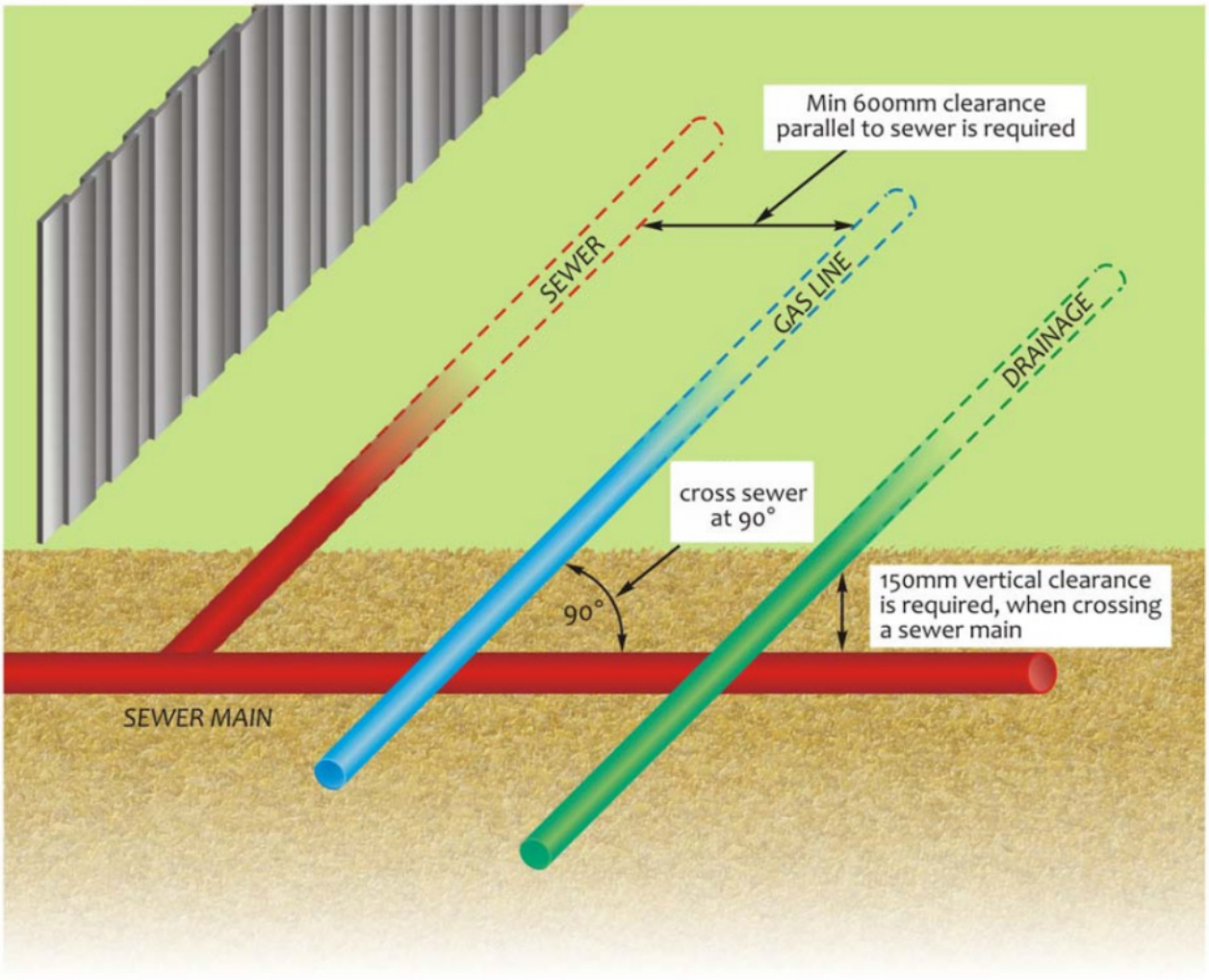


THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

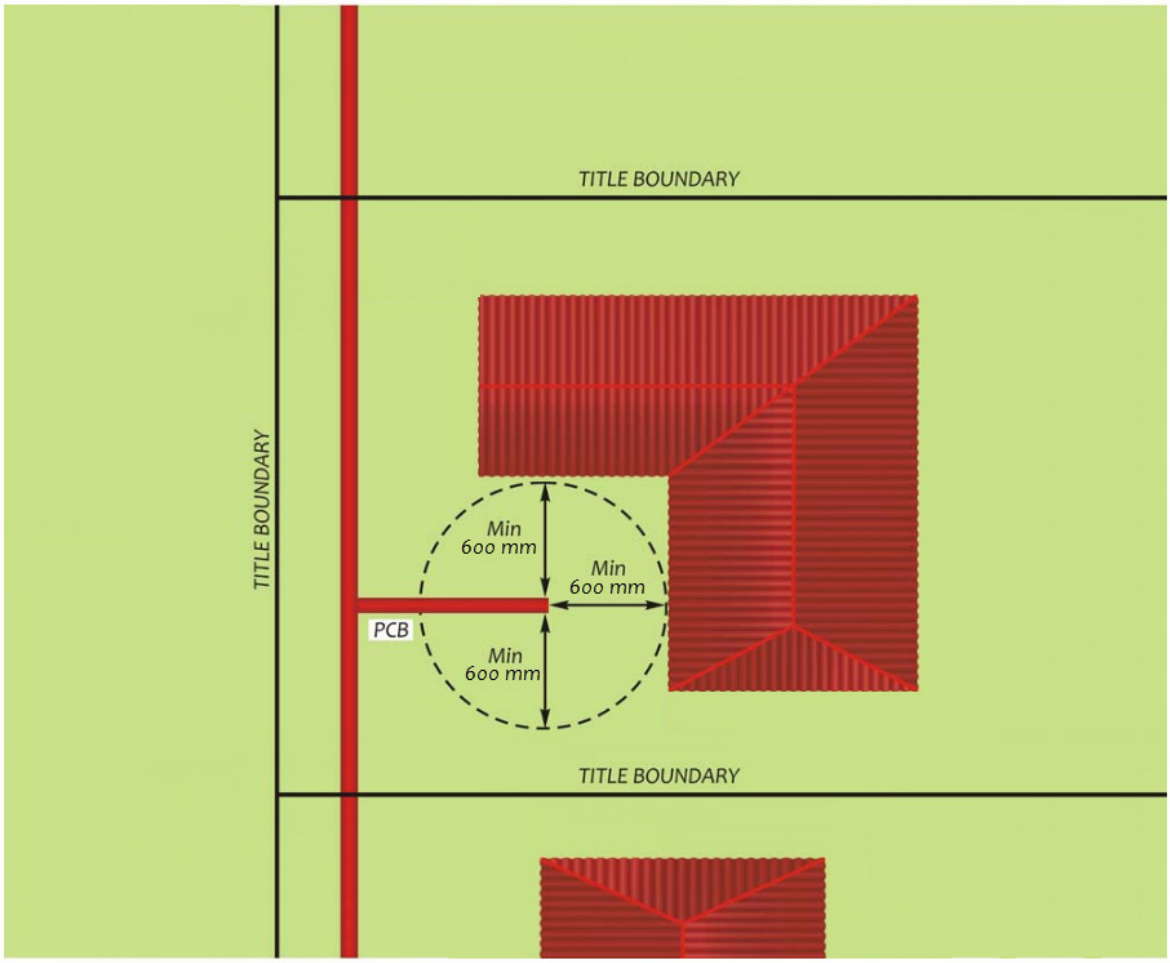
DRIVEWAYS AND PAVING



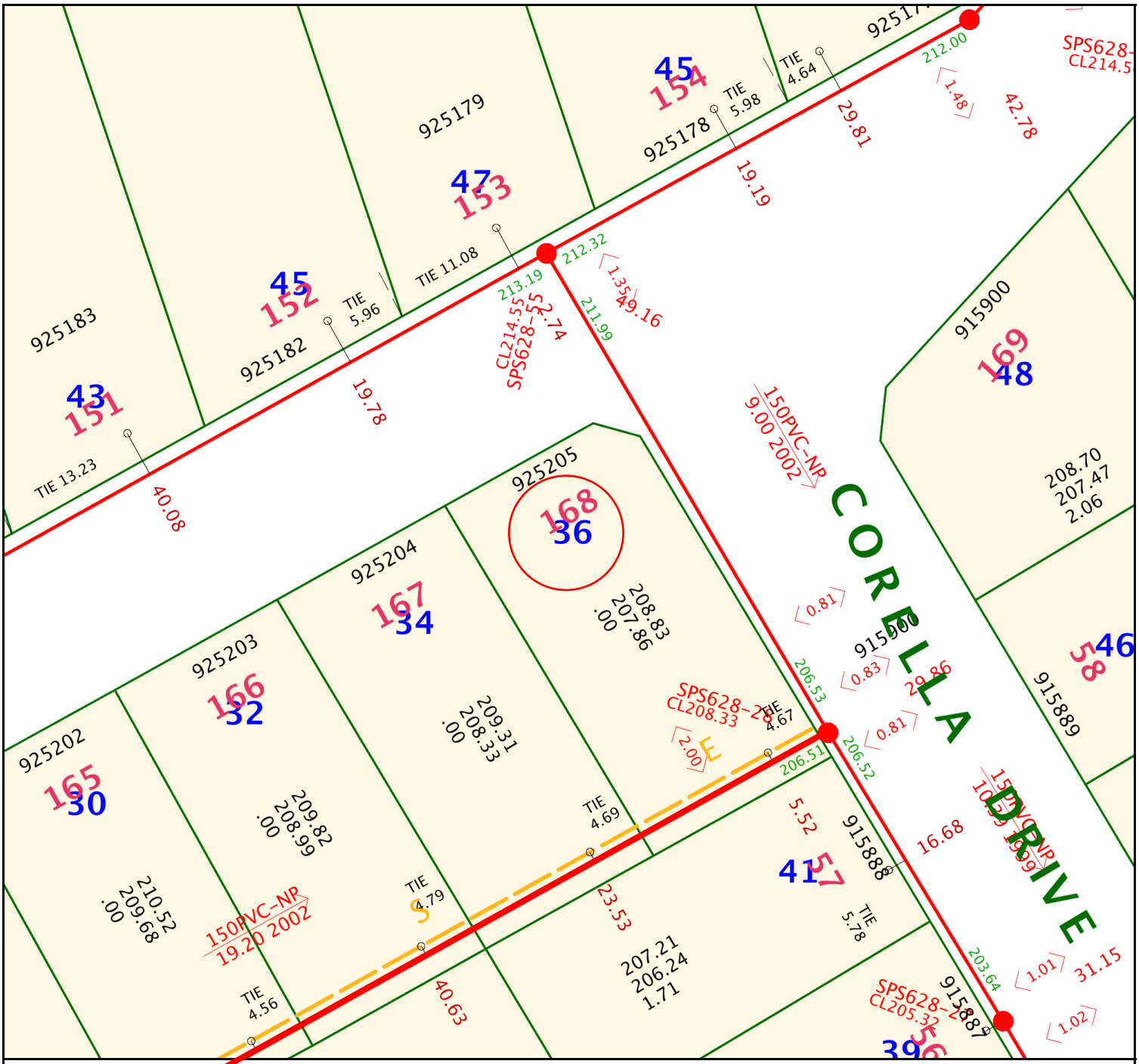



Min 600mm clearance
parallel to sewer is required
SEWER
GAS LINE
DRAINAGE
cross sewer
at 90°
90°
150mm vertical clearance
is required, when crossing
a sewer main
SEWER MAIN

RESIDENTIAL
PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



Yarra Valley Water
Sewerage Depth Offset
Asset Map

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	13/03/2020
Scale	1:500

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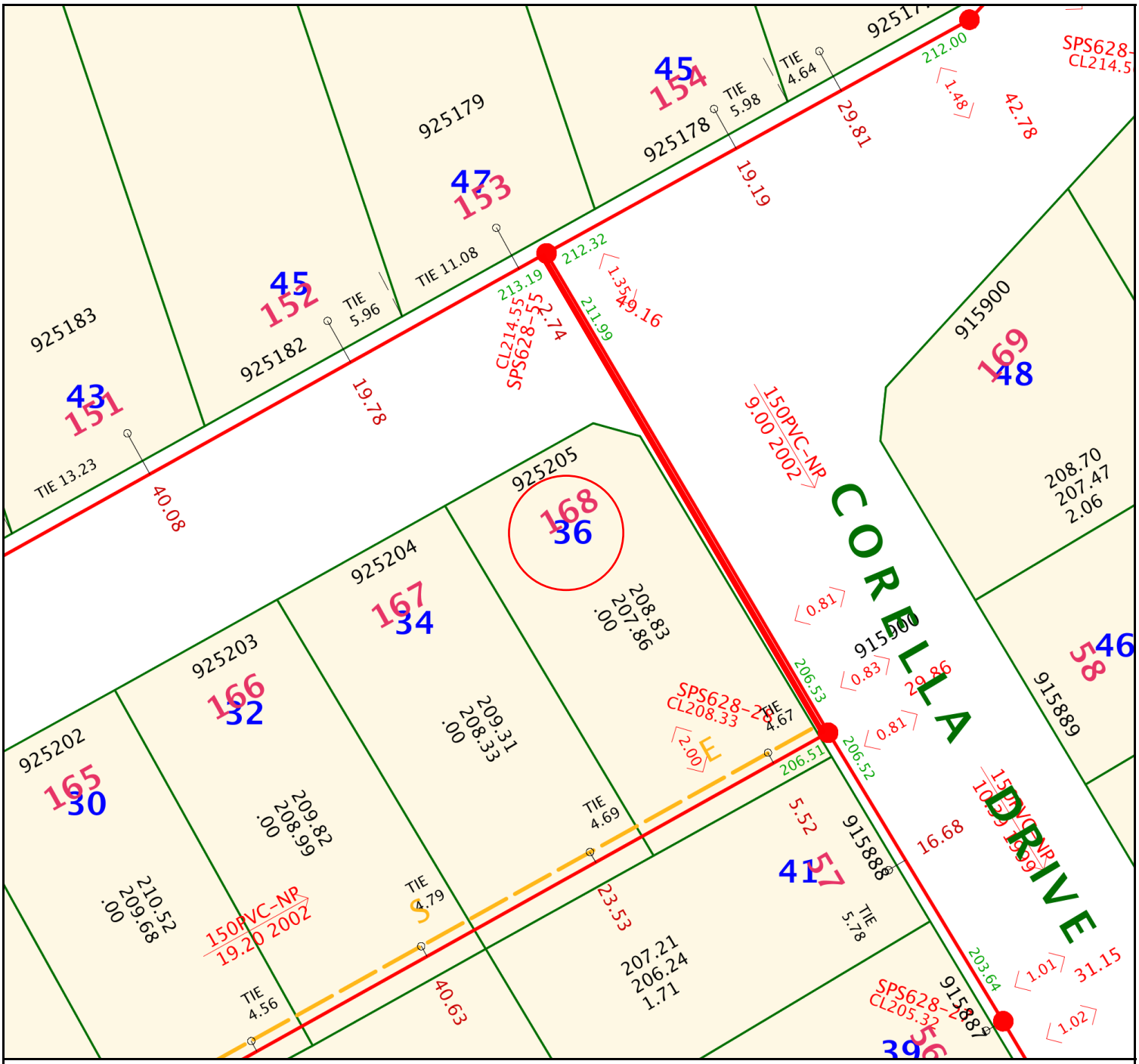
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ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 1.33
Branch Length (m): 0

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
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Yarra Valley Water
Sewerage Depth Offset
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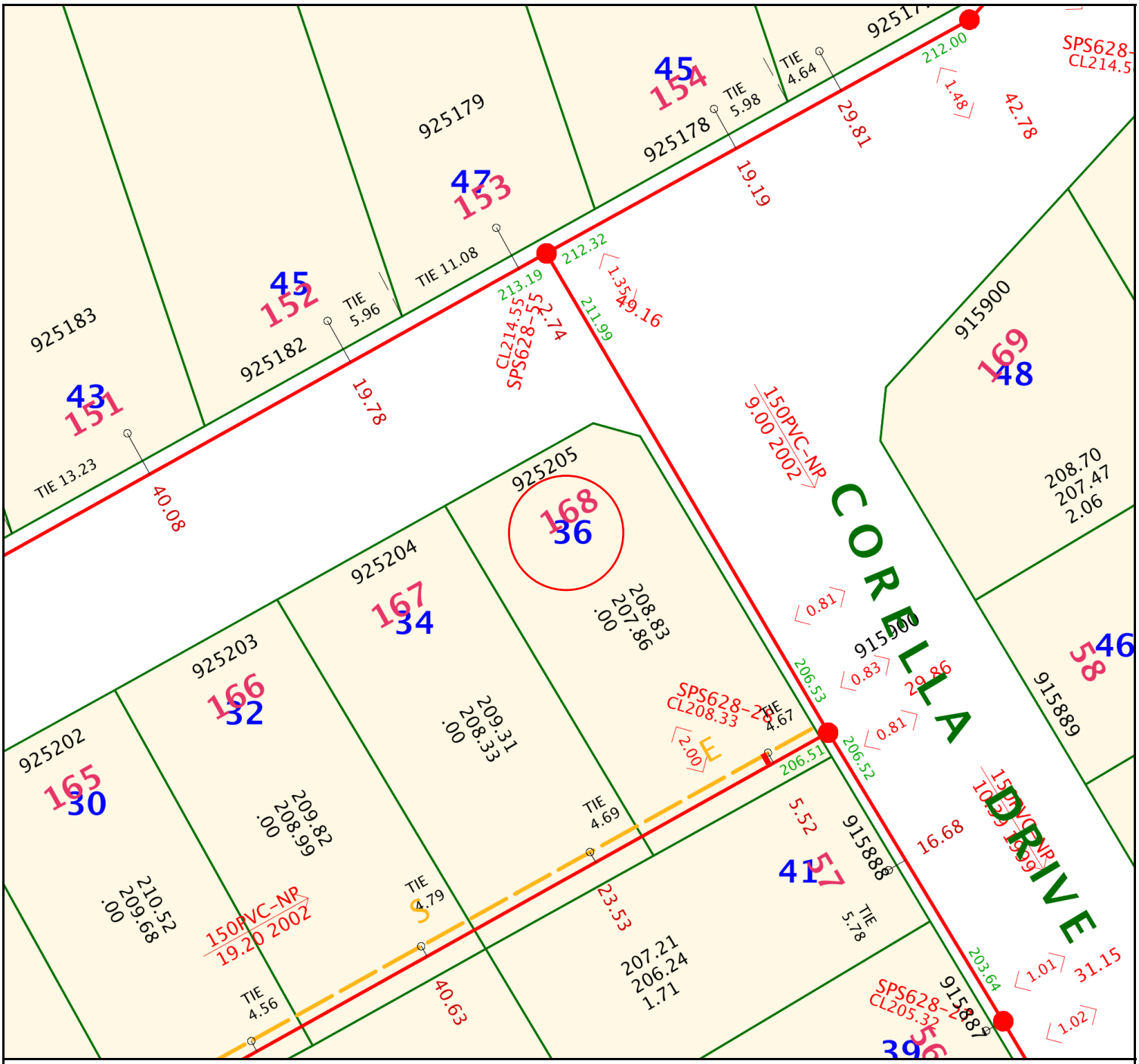
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HDPE	POLYETHYLENE
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ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.18
Branch Length (m): 0

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
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YVW Ref: 1584059



Yarra Valley Water
Sewer Branch
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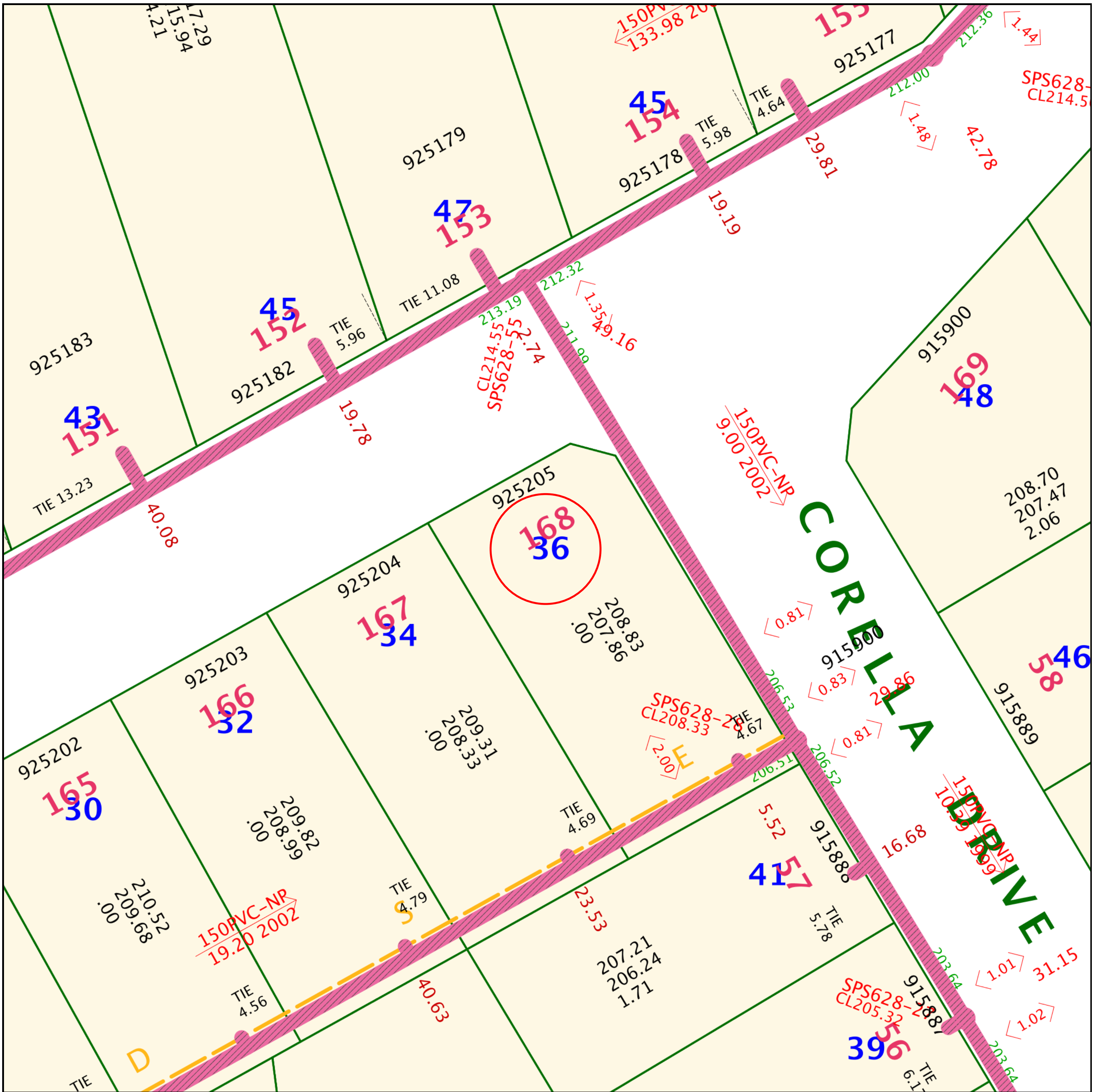
Abbreviation Pipe Material

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

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.963
Branch Length (m): 0

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1584059



Yarra Valley Water **Build Over Plan Reference: Plan B** **Residence & Habitable Structures**	**Address**	36 LORIKEET CRESCENT WHITTLESEA 3757	
	Date	13/03/2020	N
	Scale	1:500	

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

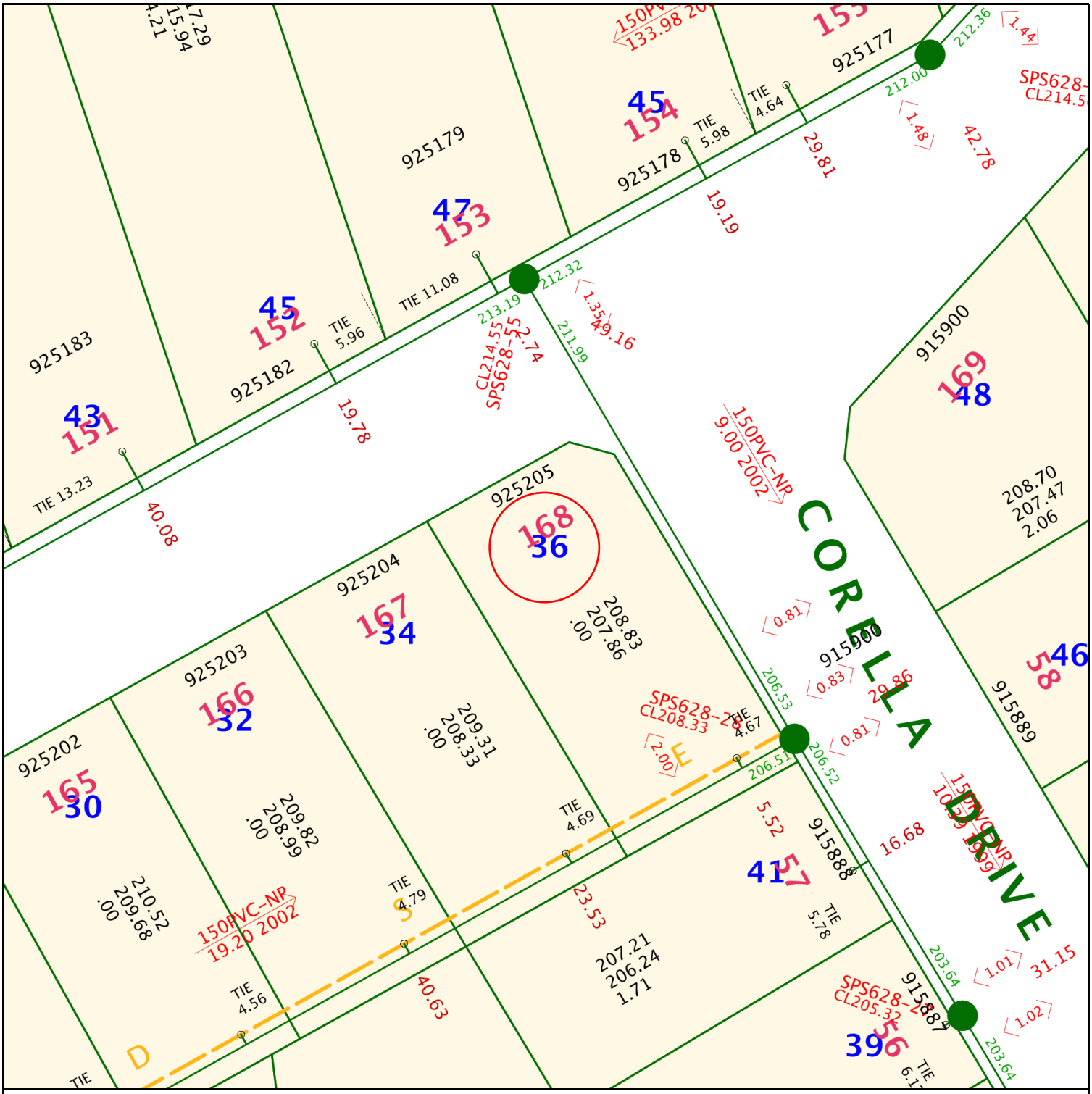
Yarra Valley Water

ABN 93 066 902 501

Yarra Valley Water Application ID: 441279

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

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



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	13/03/2020
Scale	1:500

N

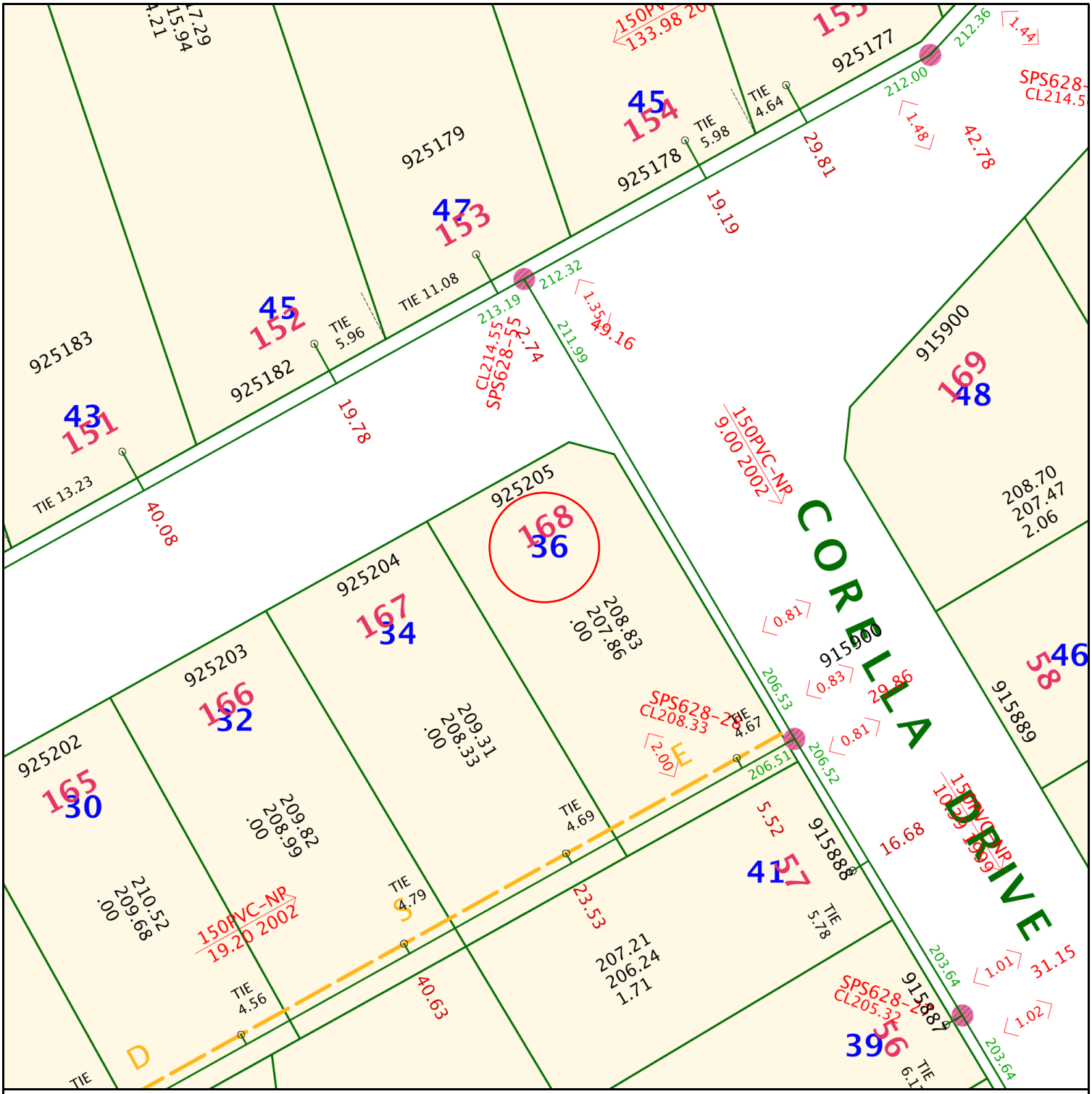
Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 441279

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

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



Yarra Valley Water
Build Over Plan Reference: Plan K
Utilities and Property Drains

Address 36 LORIKEET CRESCENT WHITTLESEA 3757

Date	13/03/2020
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 441279

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

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

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

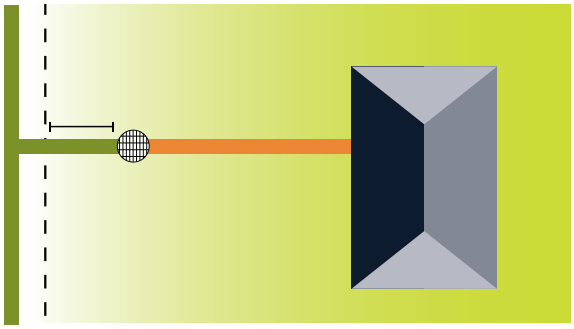
Yarra Valley Water

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

STAND ALONE RESIDENCE

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

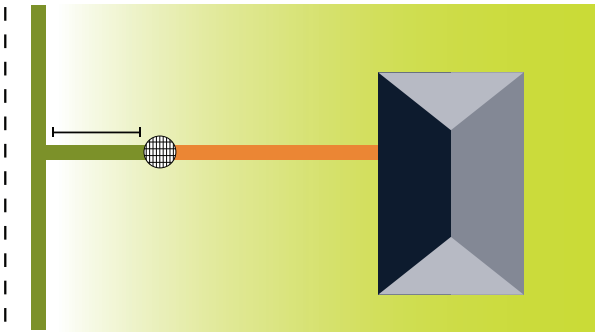
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

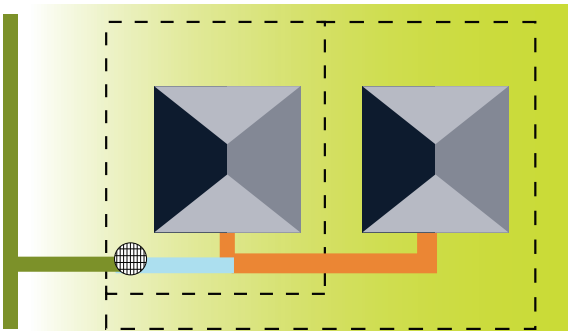
Sewer connection point where the sewer main is **inside** the property.

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



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



KEY

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

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

Property Clearance Certificate

Land Tax

INFOTRACK / TONKIN LEGAL GROUP PTY LTD

Your Reference:	250104
Certificate No:	98767818
Issue Date:	20 APR 2026
Enquiries:	ESYSPROD

Land Address: 36 LORIKEET CRESCENT WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29699242	168	422128	10657	363	$0.00

Vendor: KIERA PARICIA MARTIN & DANIEL JAMES MARTIN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DANIEL JAMES MARTIN	2026	$390,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,100,000
SITE VALUE (SV):	$390,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 98767818

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,620.00

Taxable Value = $390,000

Calculated as $1,350 plus ($390,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $11,000.00

Taxable Value = $1,100,000

Calculated as $1,100,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 98767818

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98767818

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / TONKIN LEGAL GROUP PTY LTD

Your Reference:	250104
Certificate No:	98767818
Issue Date:	20 APR 2026
Enquires:	ESYSPROD

Land Address:	36 LORIKEET CRESCENT WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29699242	168	422128	10657	363	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,100,000
SITE VALUE:	$390,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98767818

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / TONKIN LEGAL GROUP PTY LTD

Your Reference:	250104
Certificate No:	98767818
Issue Date:	20 APR 2026

Land Address:	36 LORIKEET CRESCENT WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
168	422128	10657	363

Vendor: KIERA PARICIA MARTIN & DANIEL JAMES MARTIN

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: 98767818

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98767817

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98767817

Visa or Mastercard

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

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.

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 80290222-017-9

28 April 2026

Landata,

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
36 (Lot 168) Lorikeet Crescent, Whittlesea

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BSU33771/9236290213978	24/6/2020	Construction of a New Dwelling and Garage	Yes – 10/4/2022

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

APPROVED
BUILDING SURVEYORS PTY.LTD

OFFICE
8 Stevenson Avenue, Dandenong North
PO Box 250, Noble Park 3174
Phone: (03) 9794 8810
Fax: (03) 9794 8817

Application Number: 202003623

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. BSU33771/9236290213978 24 June 2020
All

Issued to

Owner	**Kiera Patricia Wise and Daniel James Martin**	
Postal Address	**68 Bannons Lane Yarrambat**	Postcode **3091**
Email	**djmartin.carpentry@gmail.com**	
Contact Person	**Daniel Martin**	Telephone **0400 028** 217

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

Owner	**Kiera Patricia Wise and Daniel James Martin**	
Postal Address	**68 Bannons Lane Yarrambat**	Postcode **3091**
Email	**djmartin.carpentry@gmail.com**	
Contact Person	**Daniel Martin**	Telephone **0400 028** 217

Property Details [include title details as and if applicable]

Number **36**	Street/Road **Lorikeet Crescent**	Suburb **Whittlesea**	Postcode **3757**
Lot/s **168**	LP/PS **PS422128U**	Volume **10657**	Folio **363**
Crown allotment **N/A**	Section No **N/A**	Parish **N/A**	County **N/A**

Municipal District **Whittlesea City** Council

Builder

Name	**Pegaz Homes Footscray Pty Ltd**	Telephone **0408 310 695**
Address	**5 Shearwater Crescent Maribyrnong 3032**	
*ACN/*ARBN:	**168927562**	
***Building practitioner registration no:**	**CDBU59496**	

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

Details of Building Practitioners and Architects
a) To be engaged in the building work

Name	Category/class	Registration Number
Pegaz Homes Footscray Pty Ltd	Builder	CDBU59496

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BUILDING SURVEYORS PTY.LTD

OFFICE
8 Stevenson Avenue, Dandenong North
PO Box 250, Noble Park 3174
Phone: (03) 9794 8810
Fax: (03) 9794 8817

(b) Who were engaged to prepare documents forming part of the application for this permit[4]

Name	Category/class	Registration Number
Pradeep Patel	Civil Engineer	EC40509
Zekija Dedic-Ailbasic	Drafting	DPAD20968

Details of Domestic Building Work Insurance
The issuer or provider of the required insurance policy is: **HIA INSURANCE** SERVICES PTY LTD
Insurance policy number : **C499964**
Insurance policy date : **13/03/2020**

Details of Relevant Planning Permit
Planning Permit No: **719417** Date of grant of Planning Permit: **19 June 2020**

Nature of Building Work
Description: **Construction of** a New Dwelling and Garage
Version of BCA applicable to permit: **2019**
Cost of Building Work: **$690,000.00**
Total floor area of new building work in m^2: **559**

Building classification
Part of Building: **All** BCA Classification: **1ai**
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(a)&(b), P2.2.2, P2.7.5, 3.12.1.4(b)	Usage of Rmax orange board system as per Codemark cert CM40039 Rev 2

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. Prior to Placing a Footing - Blinding
2. Prior to Placing a Footing - Preslab Slab on Ground
3. Prior to Pouring In Situ Concrete - Slab steel
4. Completion of Framework - Timber Frame
5. Final upon 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.

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Commencement and Completion
This building work must commence by 24 June 2021

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

This building work must be completed by 24 June 2022

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

Conditions
This permit is subject to the following conditions

1. This building permit includes up to 5 mandatory inspections. Any additional inspections will incur additional fees.
2. The builder is responsible for installation of the approved external cladding system as per the certified manufacture installation manual.
3. The builder is responsible for the installation of the approved external cladding system as per the certified manufacture installation manual.
4. Where timber trusses are specified, 3 copies of the truss computations, layout plan & designer's certificate must be provided for approval prior to the frame inspection stage.
5. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
6. All new building works are not to project over title boundaries.
7. All relevant covenants on title must be complied with.
8. An application for Occupancy Permit must be submitted to this office prior to the issue of the Occupancy Permit.
9. Each mandatory inspection stage is to be inspected and approved before works may proceed.
10. Site is to be adequately fenced and secured at all times.

Relevant Building Surveyor
Name: **Lloyd Lewis**
Address: **8 Stevenson** Avenue, Dandenong North
Email**: admin@approved**.net.au
Building practitioner registration no.: **BSU33771**
Municipal district: **Whittlesea City** Council
Permit no.:**BSU33771/9236290213978** Date of issue of permit: **24 June 2020**



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8 Stevenson Avenue, Dandenong North
PO Box 250, Noble Park 3174
Phone: (03) 9794 8810
Fax: (03) 9794 8817

Application Number: 202003623

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **36**	Street/Road: **Lorikeet Crescent**	Suburb: **Whittlesea**	Postcode: **3757**
Lot/s: **168**	LP/PS: **PS422128U**	Volume: **10657**	Folio: **363**
Crown: allotment **N/A**	Section: No **N/A**	Parish: **N/A**	County: **N/A**

Municipal District: **Whittlesea City Council**

Building permit details

Building permit number: **BSU33771/9236290213978**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	**All**
Permitted use:	**Dwelling**
BCA Class of building:	**1a(a)**
Part of building to which permit applies:	**Garage**
Permitted use:	**Garage**
BCA Class of building:	**10a**

Suitability for occupation

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

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PO Box 250, Noble Park 3174
Phone: (03) 9794 8810
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Approved Inspections

Inspection Type	Approved Date
Prior to Placing a Footing - Preslab Slab lower ground floor only	22/07/2020
Prior to Pouring In Situ Concrete - Slab steel	27/07/2020
Prior to Placing a Footing - Strip Footing	28/07/2020
Completion of Framework - Timber Frame- external wall bottom plate overhang only	09/09/2020
Completion of Framework - Subfloor; Piers	26/10/2020
Completion of Framework - Timber Frame	18/01/2021
Final upon completion of all building work	01/04/2022

Relevant building surveyor

Name: **Lloyd Lewis**
Address: **8 Stevenson Avenue, Dandenong North**
Email: **admin@approved.net.au**
Building practitioner registration no.: **BSU33771**
Municipal district name: **Whittlesea City Council**
Occupancy Permit no. **BSU33771/9236290213978**
Date of issue: **10 April 2022**
Date of final inspection **1 April 2022**
Signature:



HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Kiera Patricia Wise, Daniel James Martin

68 Bannons Lane
YARRAMBAT
VIC 3091

Policy Number:
C499964

Policy Inception Date:
13/03/2020

Builder Account Number:
006097

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:	**168 36 Lorikeet Cres WHITTLESEA VIC 3757 Australia**
Carried out by the builder:	**PEGAZ HOMES FOOTSCRAY PTY LTD**
Builder ACN:	**168927562**

! 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):	**Kiera Patricia Wise, Daniel James Martin**
Pursuant to a domestic building contract dated:	**09/03/2020**
For the contract price of:	**$ 690,000.00**
Type of Cover:	**Cover is only provided if PEGAZ HOMES FOOTSCRAY 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***

BUILDING PERMIT
Issued
Permit No
24/06/2020 9236290213978
Approved Building Surveyors P/L
PO Box 250 Noble Park Vic 3174

PLEASE CHECK

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

IMPORTANT

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

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

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

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

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.

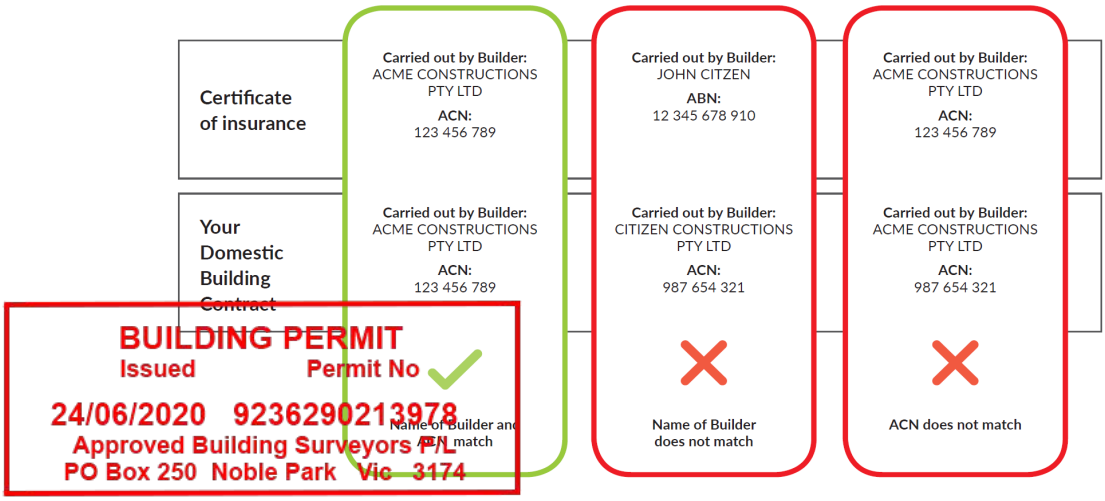
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$1,450.00**
GST:	**$145.00**
Stamp Duty:	**$159.50**
Total:	**$1,754.50**

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



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

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: **76093440-012-2**

13 March 2025

Tonkin Legal Group Pty Ltd
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

36 Lorikeet Crescent, Whittlesea (Volume 10657 Folio 363) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 07 March 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

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

Yours sincerely,

Paul Smith

Paul Smith
Customer Service Officer
Land Revenue Administration

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tonkin Legal Group Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 245291

NO PROPOSALS. As at the 7th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

36 LORIKEET CRESCENT, WHITTLESEA 3757
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76093440 - 76093440124547 '245291'