

CONTRACT OF SALE

VENDORS: AMY LOUISE MOON

PROPERTY: 20 MACALISTER STREET, MERNDA VIC 3754



HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400
REF: 25192

CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: 20 MACALISTER STREET, MERNDA VIC 3754

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;

In that order of priority

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 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 or within 3 clear business days **before or after** a publicly advertised auction; 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing **AMY LOUISE MOON**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

**STONE REAL ESTATE- WHITTLESEA
SHOP 1, 75 CHURCH STREET, WHITTLESEA VIC 3757**

Tel: 9716 2000

Ref:

Email:

deanzammit@stonerealestate.com.au;
linnellecoulthard@stonerealestate.com.au

VENDOR

**AMY LOUISE MOON
Of 20 MACALISTER STREET, MERNDA VIC 3754**

Tel:

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073**

Tel: (03) 9460 9400

Ref: 25192

Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

PROPERTY ADDRESS

20 MACALISTER STREET, MERNDA VIC 3754

LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 217	On Plan 549846D
Volume 11033	Folio 281	

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

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

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

GST

(General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

GST – RESIDENTIAL WITHHOLDING PAYMENT

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

SETTLEMENT

(General Condition 10)

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;

or

14 days after the vendor gives notice to the purchaser of registration of the plan.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN

(refer to general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

7. DUTIES ONLINE SETTLEMENT STATEMENT

The Vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The Purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

9. BUILDER WARRANTY INSURANCE

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

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

TRANSACTIONAL

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the ***Sale of Land Act 1962***:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the ***Sale of Land Act 1962***; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

25. BREACH

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

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

DEFAULT

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked **EC**

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 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.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
 - (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
 - (a). electronically on the next business day; or
 - (b). at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The purchaser must before settlement:
 - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
 - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
 - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
 - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
 - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.
- 1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**

General Condition 12.4 is added:

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

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The calculation of adjustments shall be apportioned on the value of the land sold disregarding any statutory benefit or exemption.

7. **Notices**

General Condition 21 is replaced with the following:

21.NOTICES

- 7.a 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.
- 7.b 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.
- 7.c The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10. Representation and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

11. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

12. Default

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at an additional three per cent higher than the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

13. Cancellation and or Re-Scheduling

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or re-scheduled be liable for the Vendors costs for re-attendance and re-scheduling fee.

14. Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. The Purchaser and Nominated party acknowledges should nomination be within 14 days of settlement date an administration fee of \$220.00 will be applicable and payable by the Purchaser.

15. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

16. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

17. Auction

When the property is offered for sale by public auction the sale 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.

18. Release of Security – General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

Foreign Resident Capital Gains Withholding;

19. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 19.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 19.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 19.3 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.
- 19.4 The purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) Ensure that the representative does so.
- 19.5 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 monies under the control or direction of the representative in accordance with this special 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 special 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.
- 19.6 The representative is taken to have complied with the obligations if;
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
 - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 19.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the date of settlement.
- 19.8 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 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 19.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

20. GST Withholding Payments and Notifications

- 20.1 In this Special Condition 20.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
 - (b) **Commissioner** has the meaning given to that term in the TA Act;
 - (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
 - (d) **Operative Date** means 1 July 2020.
 - (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
 - (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
 - (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 20.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 20.3 Subject to Special condition 20.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 20.4 Subject to Special Condition 20.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 20.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 20.5 This special condition will not merge on settlement.

21. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed and agreed to.

22. **Purchaser's Acknowledgement**

- 22.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 22.2 The Purchaser also acknowledges that they are purchasing the property;
- a. In its present condition and state of repair;
 - b. Subject to any and all defects latent or patent;
 - c. Subject to any and all infestations; and;
- 22.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendors position from signing of the Contract to settlement date.
- 22.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 22.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

VENDORS SECTION 32 STATEMENT

Vendor: AMY LOUISE MOON

Property: 20 MACALISTER STREET, MERNDA VIC 3754

HOME CONVEYANCING RESERVOIR PTY LTD

288 Broadway, Reservoir VIC 3073

Phone: (03) 9460 9400

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: AMY LOUISE MOON

Property: 20 MACALISTER STREET, MERNDA VIC 3754

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1.1 Are contained in the attached certificate/s.
Are as follows:

Authority

1. City Of Whittlesea
2. Yarra Valley Water
3. State Revenue Office land tax, if any applicable.

Land Tax may be applicable if land exceeds \$250,000.00 or a change of use occurs. The Purchaser will remain liable for any adjusted increase if a new assessment is issued. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

2. INSURANCE DETAILS IN RESPECT OF THE LAND

- 2.1 If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

- No such insurance has been effected.

- 2.2 If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

- No such insurance has been effected.

3. MATTERS RELATING TO LAND USE

- 3.1 Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- a. Description: As contained in the attached copy document(s).
- b. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None to the Vendors knowledge.

3.2 This land IS NOT within a bushfire prone area within the meaning of the regulations made under the ***Building Act 1993***.

3.3 There IS access to the property by road.

3.4 In the case of land to which a planning scheme applies a statement specifying—

- a. name of the planning scheme: City Of Whittlesea Planning Scheme
- b. name of the responsible authority: City Of Whittlesea

As contained in the attached certificate/s.

4. NOTICES MADE IN RESPECT OF LAND

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

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.2 Whether there are any 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:

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.3 Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

5. BUILDING PERMITS

5.1 Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

- No such Building permit has been granted to the Vendor's knowledge.

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

The land IS NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

7.1 There IS NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

8. DISCLOSURE OF NON-CONNECTED SERVICES

8.1 The following services are **NOT** connected to the land—

- a. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

- a. In the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- b. In any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- c. If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;
- d. In the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- e. In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* –
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- f. In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed –
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

The day of this Statement is 30/08/2023

Signed by the Vendor(s) *Amson*

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is theday of.....20

Signed by the Purchaser(s)

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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

Page 1 of 1

VOLUME 11033 FOLIO 281

Security no : 124108343546E
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LAND DESCRIPTION

Lot 217 on Plan of Subdivision 549846D.
PARENT TITLE Volume 11018 Folio 210
Created by instrument PS549846D 17/10/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AMY LOUISE MOON of 20 MACALISTER STREET MERNDA VIC 3754
AK651195Q 11/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR167085L 25/06/2018
TEACHERS MUTUAL BANK LTD

COVENANT PS549846D 17/10/2007

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

DIAGRAM LOCATION

SEE PS549846D 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: 20 MACALISTER STREET MERNDA VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16896H TEACHERS MUTUAL BANK LIMITED
Effective from 03/08/2018

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS549846D
Number of Pages (excluding this cover sheet)	6
Document Assembled	15/08/2023 10:25

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PLAN OF SUBDIVISION	STAGE No. <hr/>	LR USE ONLY EDITION 1	PLAN NUMBER PS 549846D
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LOCATION OF LAND

PARISH: MORANG

TOWNSHIP: _____

SECTION: _____

CROWN ALLOTMENT: _____

CROWN PORTION: 19 (PART)

TITLE REFERENCES:

LAST PLAN REFERENCE/S: PS 549842M (LOT 1009)

POSTAL ADDRESS: LOT 1009 RIVERDALE BOULEVARD
(At time of subdivision) MERNDA 3754

AMG Co-ordinates E 331 900
(of approx centre of land in plan) N 5 835 500
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF WHITTLESEA REF: **606127**

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.~~

~~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 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 **11/09/2007**

~~Re-certified under Section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~
~~Council Seal~~
~~Date~~

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF WHITTLESEA
RESERVE No.1	CITY OF WHITTLESEA
RESERVE No.2	CITY OF WHITTLESEA
RESERVE No.3	CITY OF WHITTLESEA

NOTATIONS

STAGING This ~~is~~ is not a staged subdivision.
Planning permit No. 709244

DEPTH LIMITATION DOES NOT APPLY

FOR RESTRICTIONS AFFECTING LOTS 180 TO 232 SEE CREATION OF RESTRICTIONS ON SHEETS 5 TO 6

OTHER PURPOSE OF PLAN:
REMOVAL OF THE CARRIAGEWAY EASEMENT CREATED IN PS 512678F AS IT AFFECTS THE LAND IN THIS PLAN.

REMOVAL OF THE POWERLINE EASEMENT CREATED IN INST AE604625K.

GROUND FOR REMOVAL:
CITY OF WHITTLESEA PLANNING PERMIT No 709244

RIVERDALE ON PLENTY
54 LOTS 5.379ha

SURVEY. THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	PS 539582T	CITY OF WHITTLESEA
E-2	SEWERAGE	SEE PLAN	PS 539582T	YARRA VALLEY WATER LTD
E-3	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS 539582T PS 539582T	CITY OF WHITTLESEA YARRA VALLEY WATER LTD
E-4	DRAINAGE	SEE PLAN	PS 549842M	CITY OF WHITTLESEA
E-5	SEWERAGE	SEE PLAN	PS 549842M	YARRA VALLEY WATER LTD
E-6	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS 549842M PS 549842M	CITY OF WHITTLESEA YARRA VALLEY WATER LTD
E-7	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF WHITTLESEA
E-8	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD
E-9	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER LTD

LR USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE **16/10/07**

LR USE ONLY

PLAN REGISTERED
TIME **2:55 PM**
DATE **17-10-2007**

B. Creanland

Assistant Registrar of Titles

SHEET 1 OF 6 SHEETS



LICENSED SURVEYOR (PRINT)..... OLIVER MICHAEL PURBRICK

SIGNATURE DATE **06/08/07**

REF **0402150-03** VERSION **G**

DATE **11/09/07**

COUNCIL DELEGATE SIGNATURE

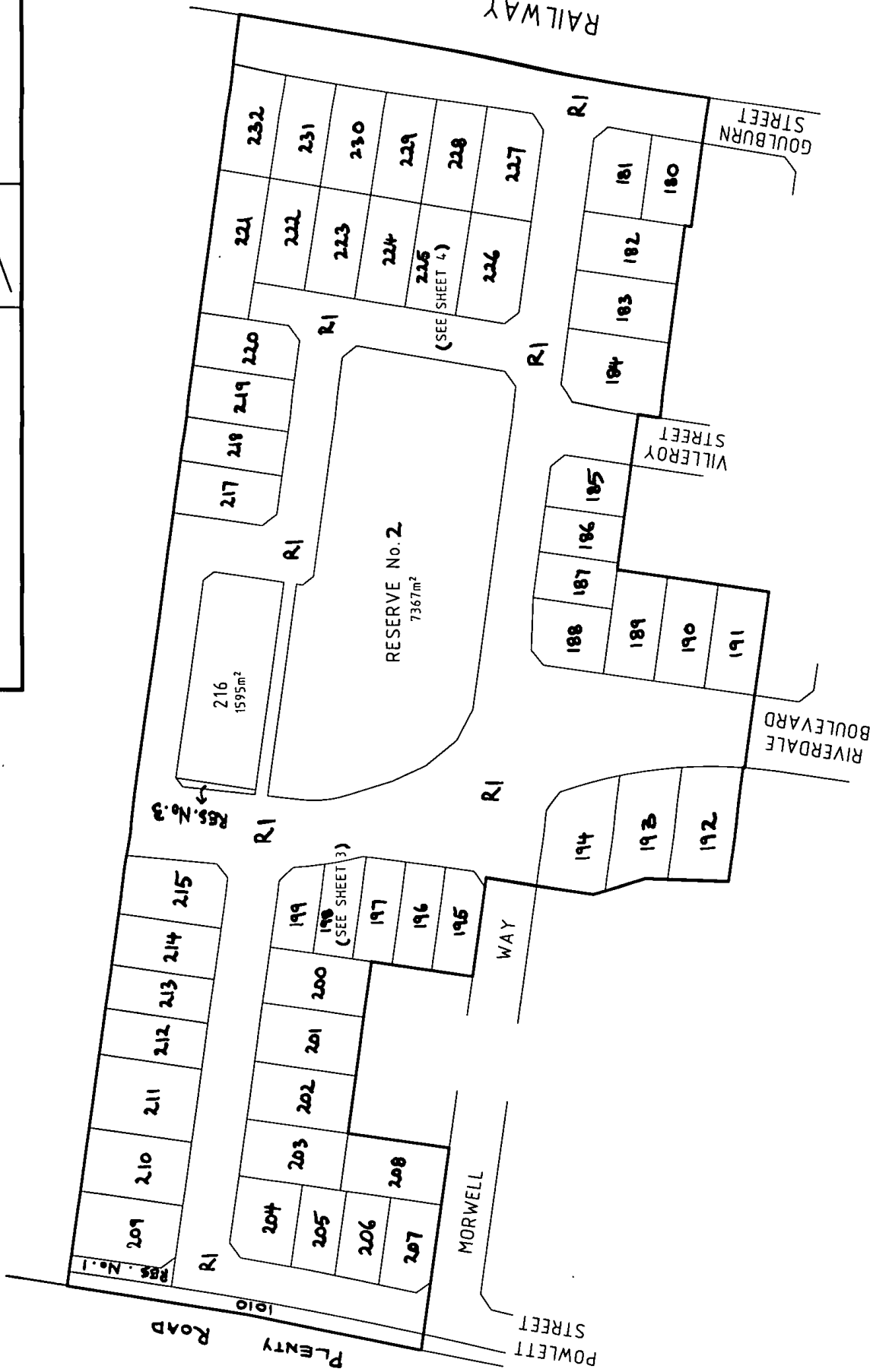
ORIGINAL SHEET SIZE **A3**

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER

PS 549846D



LICENSED SURVEYOR (PRINT)..... OLIVER MICHAEL PURBRICK.....
 SIGNATURE DATE
 REF 0402150.03 VERSION G

ORIGINAL SCALE SHEET SIZE
 1:1250 A3

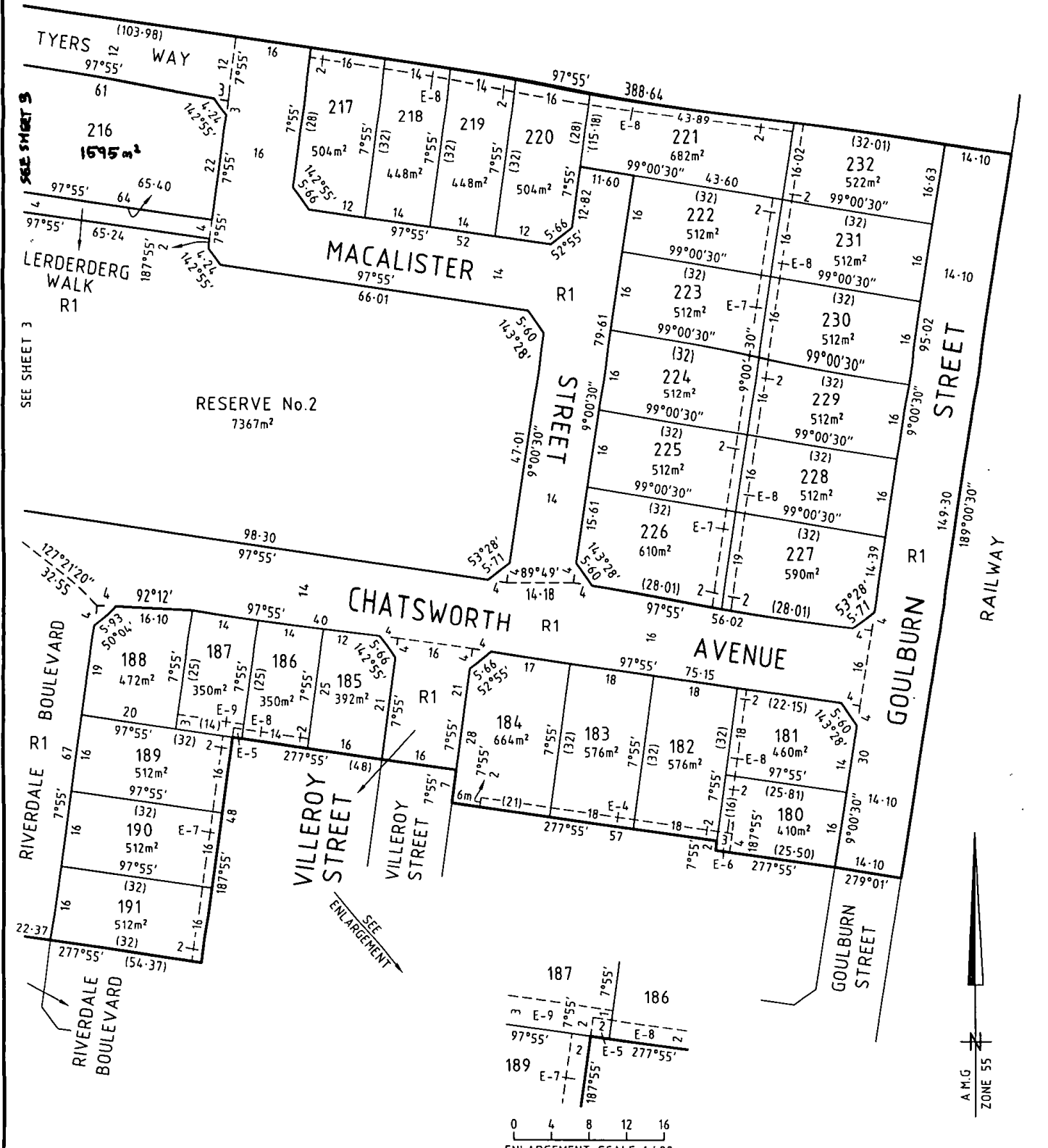
SCALE
 12.5 0 12.5 25 37.5 50 62.5
 LENGTHS ARE IN METRES

Melbourne Survey T 9869 0813 F 9869 0901

SHEET 2 OF 6 SHEETS
 DATE
 COUNCIL DELEGATE SIGNATURE

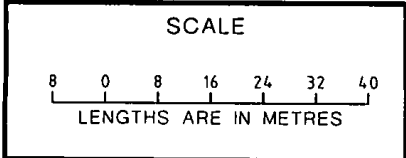
PLAN OF SUBDIVISION

STAGE No. _____
 PLAN NUMBER
PS 549846D



urban
consulting group

Melbourne Survey T 9869 0813 F 9869 0901



ORIGINAL SCALE SHEET SIZE
 1:800 A3

LICENSED SURVEYOR (PRINT)..... OLIVER MICHAEL PURBRICK
 SIGNATURE DATE
 REF 0402150.03 VERSION G

SHEET 4 OF 6 SHEETS

DATE
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 549846D

CREATION OF RESTRICTION "A"

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS
180	181, 182
181	180, 182
182	180, 181, 183
183	182, 184
184	183
185	186
186	185, 187
187	186, 188, 189
188	187, 189
189	187, 188, 190
190	189, 191
191	190
192	193
193	192, 194
194	193
195	196
196	195, 197
197	196, 198, 200
198	197, 199, 200
199	198, 200
200	197, 198, 199, 201
201	200, 202
202	201, 203
203	202, 204, 205, 208
204	203, 205
205	203, 204, 206, 208

BURDENED LOT No.	BENEFITING LOTS
206	205, 207, 208
207	206, 208
208	203, 205, 206, 207
209	210
210	209, 211
211	210, 212
212	211, 213
213	212, 214
214	213, 215
215	214
217	218
218	217, 219
219	218, 220
220	219, 221
221	220, 222, 232
222	221, 223, 231
223	222, 224, 230
224	223, 225, 229
225	224, 226, 228
226	225, 227
227	226, 228
228	225, 227, 229
229	224, 228, 230
230	223, 229, 231
231	222, 230, 232
232	221, 231

DESCRIPTION OF RESTRICTION

1. The restrictions contained in memorandum of common provisions registered in Application No: AA1133 are incorporated into and by this plan.

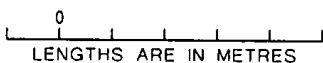
The land is burdened and benefited in accordance with the table of burdened and benefited land. The registered proprietor for the time being of the burdened land shall comply with the restrictions.

2. The restrictions shall cease to affect 10 years after registration of the plan.



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL

SCALE SHEET SIZE

A3

LICENSED SURVEYOR (PRINT)..... OLIVER MICHAEL PURBRICK

SIGNATURE DATE

REF 0402150-03

VERSION G

SHEET 5 OF 6 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 549846D

CREATION OF RESTRICTION B

Land to Benefit: Lots 180 to 232 (inclusive) on this plan.

Land to be Burdened: Lots 180 to 215 and 217 to 232 (all inclusive) on this plan.

B1. The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions applies shall not:-

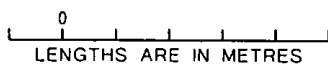
- a. At any time erect, construct, build or permit to be erected, constructed or built on the lot, any building other than one private dwelling with usual outbuildings.
- b. Without the prior written consent of AVJennings Limited, permit the construction of any outbuilding, carport or other similar constructions unless they shall be constructed of brick, stone, rendered masonry, rendered cement sheeting, timber or pre-coated iron of a subdued colour which shall have a maximum height of 3 metres and a maximum area of 10 square metres.
- c. Without the prior written consent of AVJennings Limited erect or permit or to be erected, any side or rear boundary fence on the said lot unless such fence is 1.8 metres in height and constructed of treated pine with continuous capping
- d. Without the prior written consent of AVJennings Limited delay construction of all driveways, paths and fences, sowing of lawns, landscaping of gardens, and landscaping of nature strips to the back of the kerb, for more than 6 months from the date of issue of the occupancy permit in relation to the dwelling constructed on the said lot.
- e. Permit the deterioration of the property and adjacent nature strips including any accumulation of rubbish, weeds or debris to less than the general standard of the locality and a standard that is acceptable to AVJennings Limited. AVJennings Limited shall not act capriciously in determining the standard acceptable to it.
- f. Without the prior written consent of AVJennings Limited, use the said lot for the purposes associated with the sale and marketing of houses or as a Display Home, for which consent shall not be unreasonably withheld.
- g. At any time park or store or cause to be parked or stored, on or within such lot any vehicle having a carrying capacity of one tonne or more, or any boat, caravan or trailer in such a way to be visible from any street adjacent to or abutting such lot.
- h. Except with the prior written consent of AVJennings Limited erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertisement boarding, sign or similar structure or allow the lot hereby sold or any building erected thereon to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale.
- i. Except with prior written consent of AVJennings Limited and in accordance with the endorsed Design & Development Plan, commence construction of any building or landscaping works.

B2. The restrictions shall cease to affect 10 years after registration of the plan.



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL

SCALE SHEET

SIZE

A3

LICENSED SURVEYOR (PRINT),..... OLIVER MICHAEL PURBRICK.....

SIGNATURE DATE

REF 0402150-03

VERSION G

SHEET 6 OF 6 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

PROPERTY REPORT

From www.planning.vic.gov.au at 15 August 2023 10:20 AM

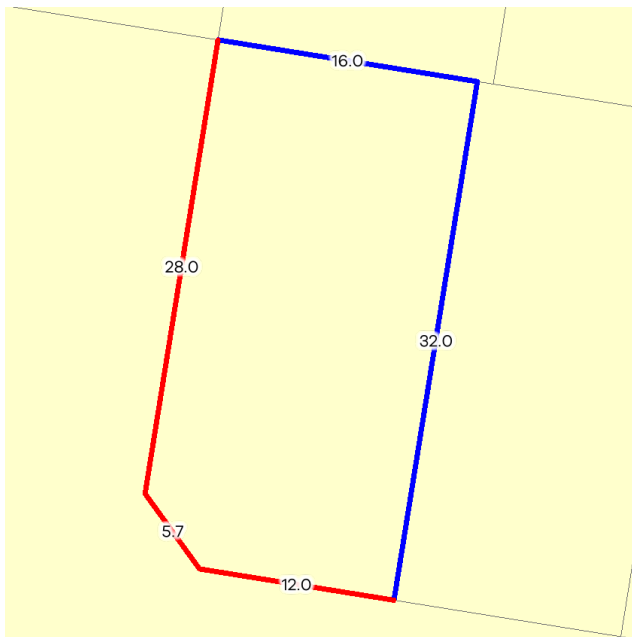
PROPERTY DETAILS

Address: **20 MACALISTER STREET MERNDA 3754**
Lot and Plan Number: **Lot 217 PS549846**
Standard Parcel Identifier (SPI): **217\PS549846**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **639880**
Directory Reference: **Melway 390 H12**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 504 sq. m

Perimeter: 94 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

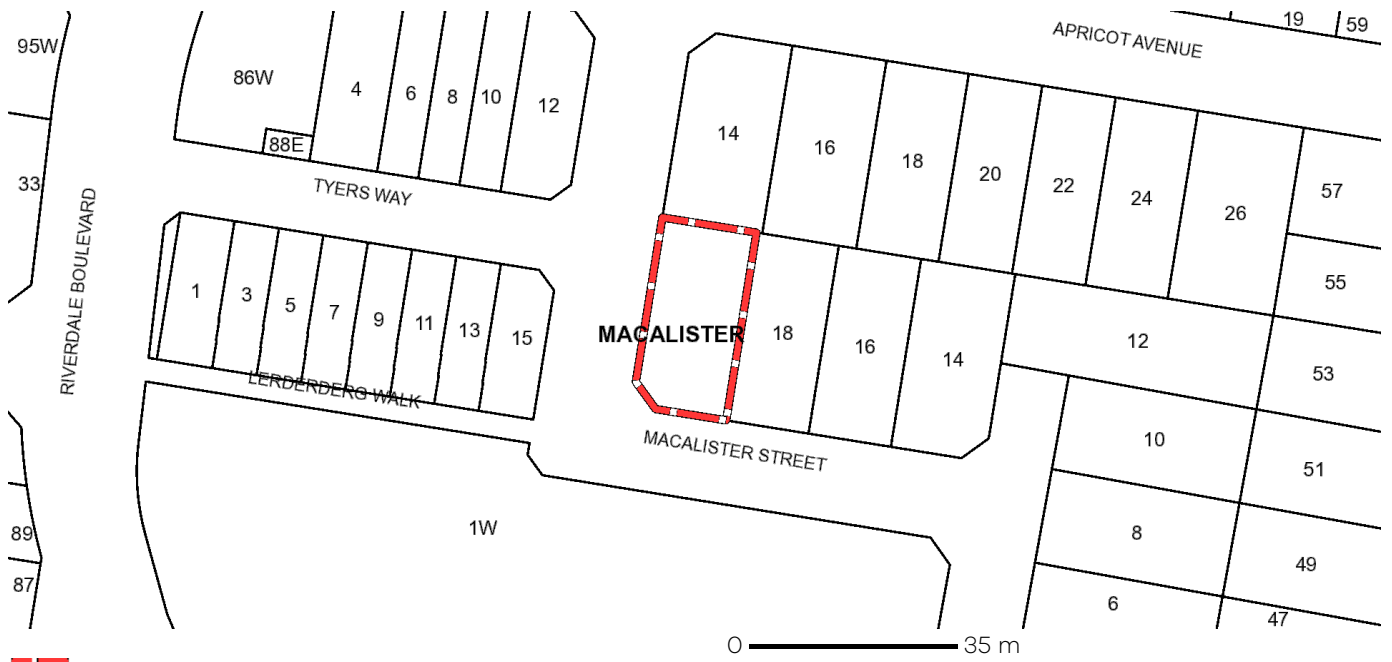
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 15 August 2023 10:20 AM

PROPERTY DETAILS

Address: **20 MACALISTER STREET MERNDA 3754**
 Lot and Plan Number: **Lot 217 PS549846**
 Standard Parcel Identifier (SPI): **217\PS549846**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **639880**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 390 H12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN 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 \(GRZ1\)](#)

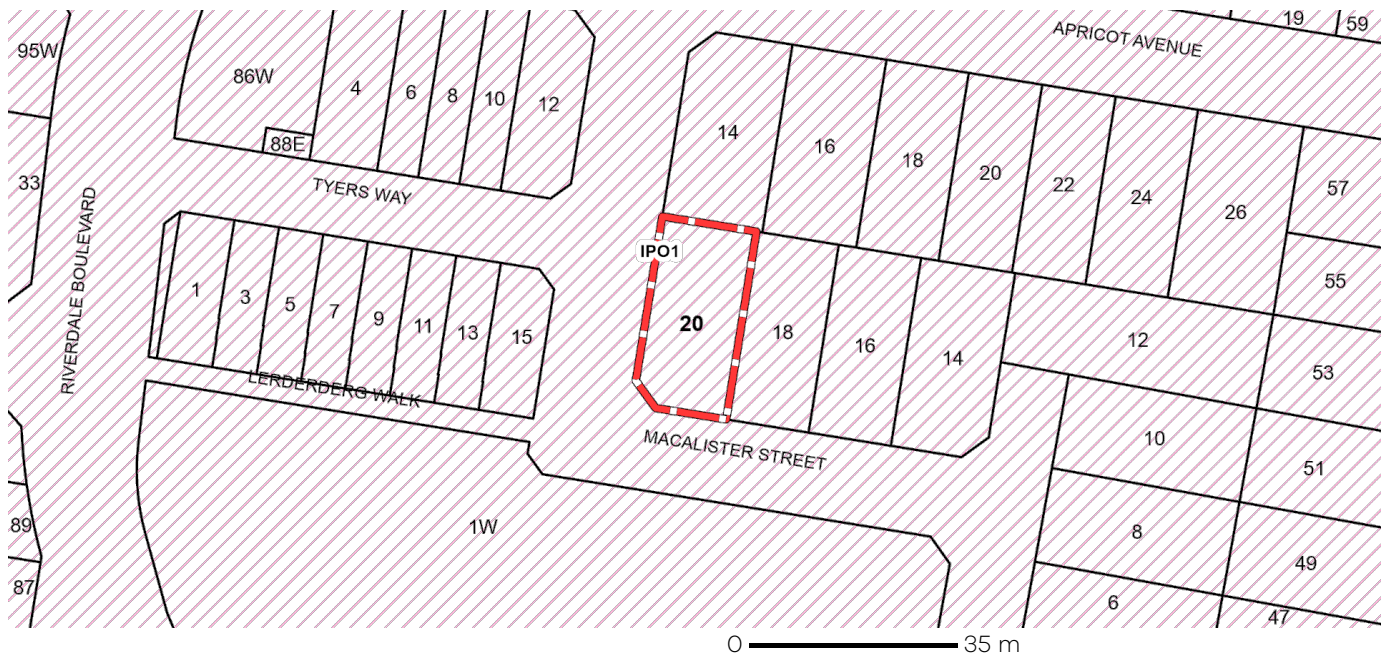


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

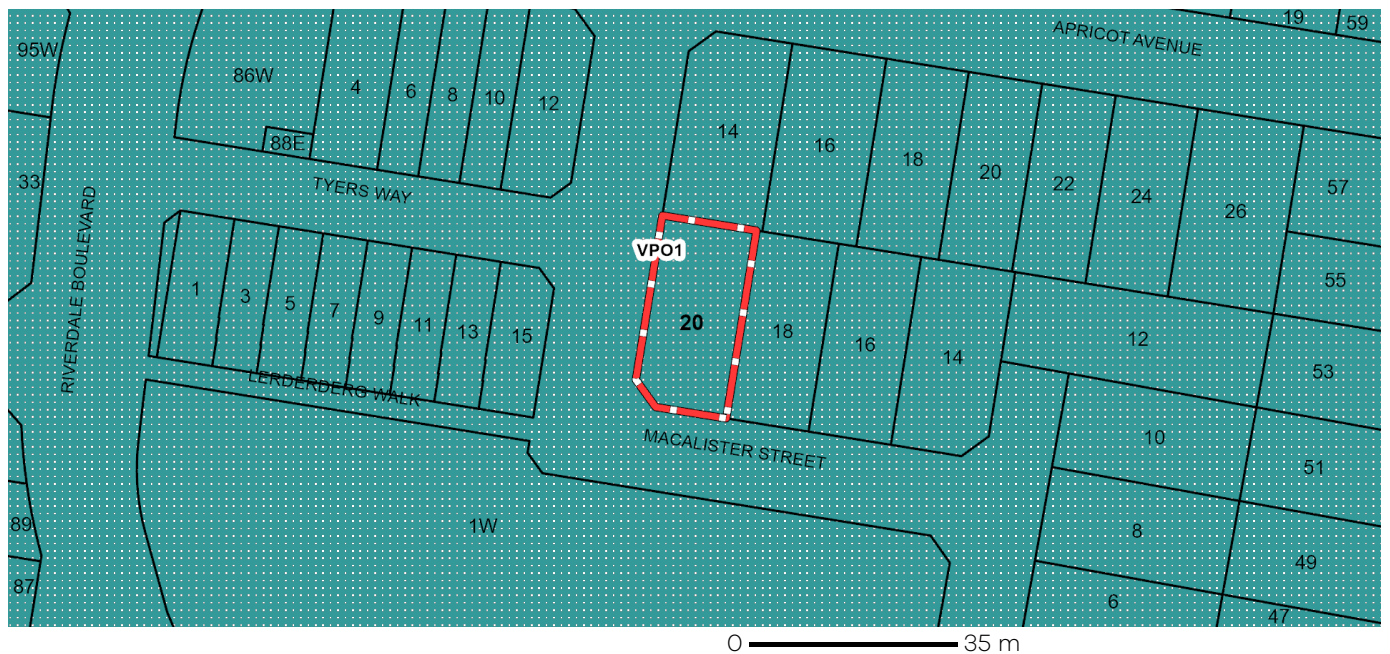


IPO - Incorporated Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

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

Further Planning Information

Planning scheme data last updated on 10 August 2023.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

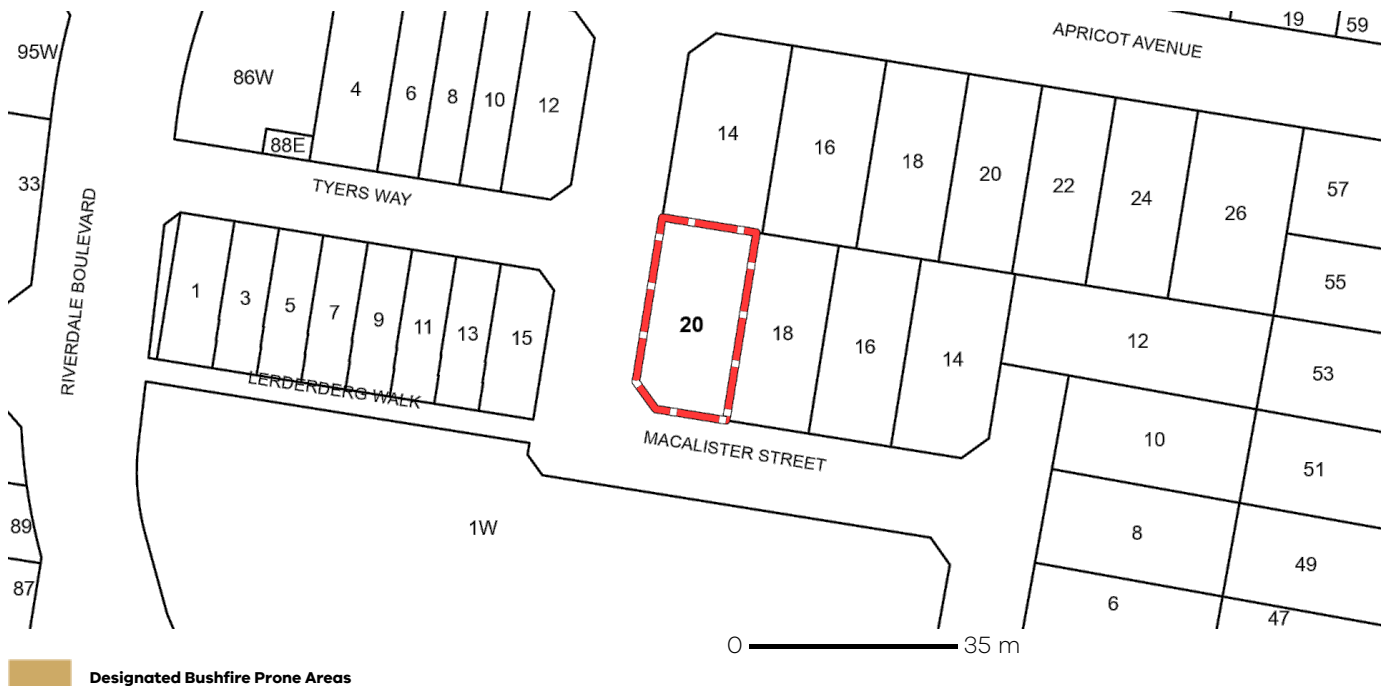
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

Date of issue
16/08/2023

Assessment No.
639880

Certificate No.
153354

Your reference
25192

Home Conveyancing Reservoir Pty Ltd
PO Box 458
RESERVOIR VIC 3073

Land information certificate for the rating year ending 30 June 2024

Property location: 20 Macalister Street MERNDA 3754

Description: LOT: 217 PS: 549846D

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$675,000	\$420,000	\$33,750

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 2023 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 levied on 01/07/2023	\$1,594.51
Food/Green waste bin charge levied on 01/07/2023	\$105.15
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$31.05
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 16/08/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$2,039.01

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$2,039.01
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

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 639880



Phone 1300 301 185
Ref 639880



Bill Code **5157**
Ref 639880

Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref: 25192 MOON

25 August 2023

Home Conveyancing Reservoir Pty Ltd

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 20 (Lot 217) Macalister Street, Mernda**

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
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

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 Services on 9217 2259 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.

Yours sincerely

**BUILDING & PLANNING
 CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752

 Locked Bag 1
 Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

15th August 2023

LYDIA MARIC
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

RE: Application for Water Information Statement

Property Address:	20 MACALISTER STREET MERNDA 3754
Applicant	LYDIA MARIC HOME CONVEYANCING RESERVOIR
Information Statement	30787531
Conveyancing Account Number	4859580000
Your Reference	25192 MOON

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
- Rates Certificate

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	20 MACALISTER STREET MERNDA 3754
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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.

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

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

Melbourne Water Encumbrance

Property Address	20 MACALISTER STREET MERNDA 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

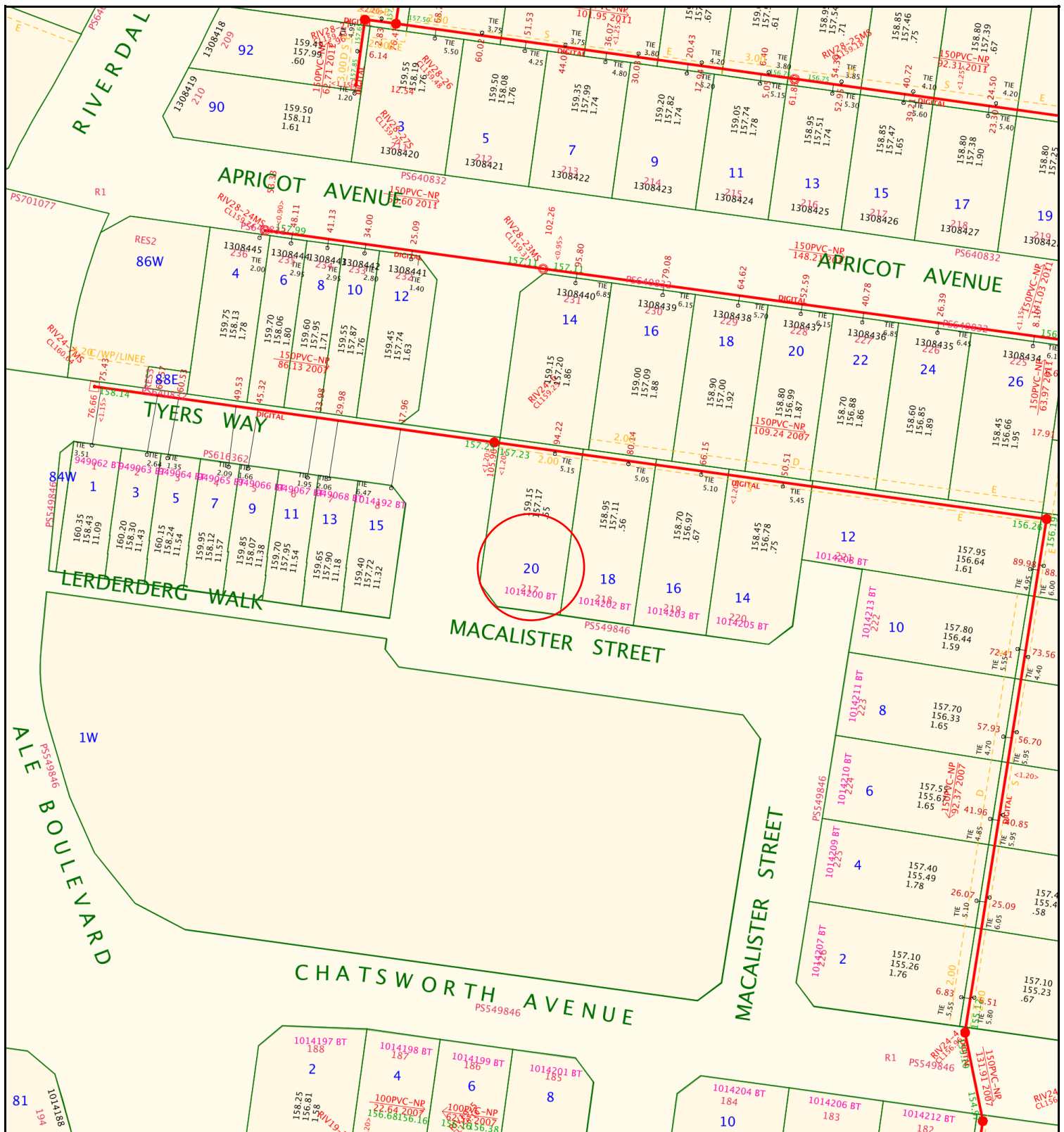
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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: 30787531**

Address	20 MACALISTER STREET MERNDA 3754
Date	15/08/2023
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;

LYDIA MARIC
HOME CONVEYANCING RESERVOIR
office6@homeconveyancing.com.au

RATES CERTIFICATE

Account No: 9955391270
Rate Certificate No: 30787531

Date of Issue: 15/08/2023
Your Ref: 25192 MOON

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
20 MACALISTER ST, MERNDA VIC 3754	217\PS549846	1656775	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 20.240000kL x \$2.44510000 = \$49.49</i> <i>Step 2 – 0.910000kL x \$3.12530000 = \$2.84</i> Estimated Average Daily Usage \$1.14	15-05-2023 to 30-06-2023	\$52.33	\$52.33
Residential Water and Sewer Usage Charge ** <i>Step 1 – 18.040000kL x \$3.34380000 = \$60.32</i> <i>Step 2 – 0.810000kL x \$4.38730000 = \$3.55</i> Estimated Average Daily Usage \$1.60	01-07-2023 to 10-08-2023	\$63.87	\$63.87
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Residential Sewer Usage Charge <i>21.1494253kL x 0.974576 = 20.6117281 x 0.900000 =</i> <i>18.550555 x \$1.15400000 = \$21.41</i> Estimated Average Daily Usage \$0.47	15-05-2023 to 30-06-2023	\$21.41	\$21.41
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
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		\$324.62

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



GENERAL MANAGER
RETAIL SERVICES

Note:

- 1. From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.

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: 1656775

Address: 20 MACALISTER ST, MERNDA VIC 3754

Water Information Statement Number: 30787531

HOW TO PAY



Biller Code: 314567
Ref: 99553912707

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



BUILDING INSPECTIONS

Owner Builder Defect Report (Section 137B)

Inspection Date: 11 Aug 2023

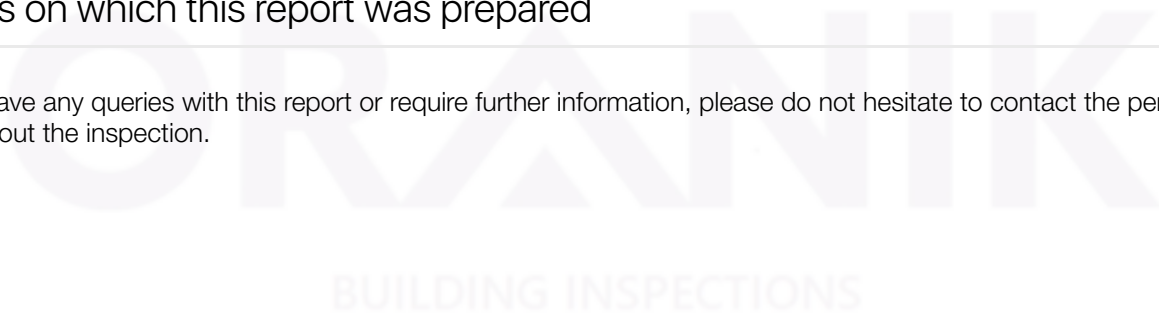
Property Address: 20 MacAlister Street Mernda 3754



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General description of property	4
Accessibility	5
Summary	6
Significant Items	7
Additional comments	8
Conclusion	13
Terms on which this report was prepared	13

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.



Inspection Details

Property Address: 20 MacAlister Street Mernda 3754

Date: 11 Aug 2023

Client

Name: Amy Fielding

Email Address: amyfielding22@hotmail.com

Phone Number: 0439650151

Consultant

Name: Mehran Orangi

Email Address: mehran@oranik.com.au

Licence / Registration Number: EC41610, DB-U63182

Company Name: Engbuild Pty Ltd Trading as "ORANIK Building Inspections"

Company Address: (www.oranik.com.au) Bulleen 3105

Company Phone Number: 0401295096

General description of property

Building Type: Residential , Detached Building

Storeys: Single storey

Gradient: The land is relatively flat

Site drainage: The site appears to be adequately drained

Orientation of the property: The facade of the building faces south
Note. For the purpose of this report the façade of the building contains the main entrance door.

Weather conditions: Dry

Primary method of construction

Main building – floor construction: Conventional slab (Stiffened raft), Timber stumps, Floorboards, Timber deck

Main building – wall construction: External light weight walling system, External weatherboards

Main building – roof construction: Flat roof, Timber framed

Other timber building elements: Timber decking

Other building elements: Deck, Verandah

Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

Accessibility

Areas Inspected

The inspection covered the Readily Accessible Areas of the property. Please note obstructions and limitations to accessible areas for inspection are to be expected in any inspection.

- Outbuildings
- Roof exterior

The inspection does not include areas which are inaccessible due to obstructions, or where access cannot be gained due to unsafe conditions.

Obstructions and Limitations

The following obstructions may conceal defects:

- Flooring
- Floor coverings
- Decking

Obstructions increase the risk of undetected defects, please see the overall risk rating for undetected defects.

Inaccessible Areas

The following areas were inaccessible:

- Footings
- Underground pipes
- Subfloor due to lack of access

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently.

Summary

SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of defects	Not Found
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Evidence of incomplete works	Found
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Evidence of non compliant works	Not Found
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Additional specialist inspections

The following inspections / reports are recommended

Not Applicable



Significant Items

Defect

No evidence was found

Incomplete Works

Incomplete Works 1.01

Location: Veranda

Finding: Roof exterior- Down-pipe not connected

It was noticed that the down-pipe at the end of gutter was not connected and it is letting the water ponding beside the veranda rather than being drained to the underground stormwater pipe.

This is considered as incomplete work. A qualified plumber can complete this work and complete the construction.



Non compliant

No evidence was found

Additional comments

N/A

For Your Information

For Your Information 2.01

Location: Veranda

Finding: Structural condition

The structural elements of the veranda were checked and they were found in good condition.

There was no sign of any structural defect in this construction like sagging of rafters or settlement in the posts. Veranda had been supported on the timber posts from one side and on the exterior wall of the building from the other side. The connections were done properly and there was no sign of structural deficiency on them. The connections of timber members have not been done as per nominal fixings mentioned in Section-9 of AS1684.2 and they need to be checked if the building permit documents are going to be prepared.

Timber structure veranda has been built on the boundary with distance of less than 900mm to the boundary line. The veranda structural framing is isolated to the main building by the brick-veneer of the building which is compliant with BCA fire-isolation requirements. However, this report is not certifying the compliance of the new constructed building.

There was no wall cladding installed on all sides of veranda and the veranda was not considered as fully loaded structure.

The construction of veranda has been done without permit. The area of veranda is about 12m² which is waived from requirement of building permit.





BUILDING INSP





For Your Information 2.02

Location: Deck

Finding: Construction of Deck

Construction of the deck was inspected and it was found in good condition. The subfloor area was not accessible to be able to check the timber structural elements and their sizes.

The spacings of the members were acceptable as per Standard. The floor boards were in good condition and maintained properly.

Height of deck was less than 1m and mainly considered as landscaping works rather than structural deck.

It does not need to have balustrade as per Section 3 of NCC.

There was no structural deficiency observed in this outbuilding.





For Your Information 2.03

Location: Roof exterior

Finding: Roof plumbing condition

Roof exterior areas were inspected and it was observed that it was in good condition.

The roof plumbings including metal sheet, gutters, downpipes and flashings were all done properly. The grade of roof was about 5% which is appropriate for corrugated sheets.

The down-pipe was not installed and not connected to the underground pipe beside the veranda which is considered as incomplete work.



For Your Information 2.04

Location:

Veranda

Finding:

Documentations of building permit

No documents for building permit were observed for this construction including:

- building permit,
- final inspection certificate,

The covered area of the veranda is about 12m² which does

Conclusion

Building consultant's summary

This report has been prepared to fulfill requirements of Section 137A & 137B of building Act 1993 in regards to providing defect report as well as insurance for domestic building works which have been carried out by owner for the of selling property.

The areas which have been built under Owner builder, was construction of pergola and deck in the rear of the existing property, attached to the existing building. Also installation of the roof space ladder to the existing ceiling.

Construction of the veranda and deck seem to be compliant for structural elements as no structural defect was detected on them. The construction of veranda and deck were not done by any permit. The veranda has been built closer than 900mm to the boundary and was not isolated for fire purposes at the boundary side. The veranda timber elements were connected to the brick veneer of the building which fire-resistant and isolates the building and veranda from spreading of the fire.

Quality of the workmanship and materials were good in the construction. There was no usage of second hand materials in this construction.

There was not any building permit and final inspection certificate documents for this construction.

Signature of consultant -



Terms on which this report was prepared

Service

1. This agreement is between the building consultant ("Inspector") and you ("Client"). You have requested the Inspector to carry out an inspection of your property for the purpose of preparing a Standard Property Report ("Report") to you outlining their findings and recommendation from the inspection.
2. The purpose of the inspection is to provide the Client with an overview of the Inspector's findings at the time of the inspection and advice as to the nature and extent of their findings.
3. This Report has been prepared at the direction of and exclusively for the Client. Details contained within this Report are tailored to the Pre-Inspection Agreement between the Inspector and the Client at the time of the Inspection and no other party can rely on the Report nor is the Report intended for any other party.

Scope of the Report

4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the

4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the property which is not within the scope as set out herein or which occurs after the inspection is expressly excluded from this Report.

5. This Report expressly addresses only the following discernible to the Inspector at the time of inspection:

- (a) Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage;
- (b) any Major Defect in the condition of Secondary Elements and Finishing Elements and collective (but not individual) Minor Defects; and
- (c) any Serious Safety Hazard.

6. This Report is limited to the observations and conclusions of the Inspector that were readily observable at the building or site and given the state of property at the time of the Inspection.

7. This Report does not include the inspection and assessment of items or matters that are beyond the Inspectors direct expertise.

Inspection Limitations

8. The Inspection is limited to Readily Accessible Areas of the Building & Site based on the Inspector's visual examination of surface work (excluding furniture and stored items) and the carrying out of Tests.

9. Where the Inspection is carried out on a strata or company title property, the Inspection is limited to the interior and the immediate exterior of the residence inspected. The Inspection does not extend to common property areas and the Inspector will not inspect common property areas.

10. The Inspector's findings do not extend to matters where the Inspector was restricted or prevented from assessing the building or site as a result of:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint;
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out; and
- (c) areas of the building or site that were obstructed at the time of the inspection or not Readily Accessible Areas of the Building Site. An obstruction may include a condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

Exclusions

11. This Report does not consider or deal with the following:

- (a) any individual Minor Defect;
- (b) solving or providing costs for any rectification or repair work;
- (c) the structural design or adequacy of any element of construction;
- (d) detection of wood destroying insects such as termites and wood borers;
- (e) the operation of fireplaces and chimneys;
- (f) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (g) lighting or energy efficiency;
- (h) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (i) any appliances or white goods including dishwashers, refrigerators, ovens, stoves and ducted vacuum systems;
- (j) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (k) a review of environmental or health or biological risks such as toxic mould;
- (l) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (m) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (n) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an

12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. Additional information requested by the Client is not included in this Report.

Workplace Safety

13. The Client warrants to the Inspector (including the Inspector's, agents, employees and other personnel) that the Building Site is, to the Client's reasonable knowledge, safe and free of hazardous materials and that no party of the Building site constitutes a dangerous environment or work place safety concern.

Acceptance Criteria

14. The Inspector may compare the building being inspected with a similar building, unless specified otherwise in the Special Conditions or Instructions. The similar building which the Inspector may compare the current building to was, to the best of the Inspector's knowledge, constructed in accordance with ordinary building construction and maintenance practices at the time of construction and as such has not encountered significant loss or of strength or serviceability.

15. The Inspector assumes in their Report that the existing use of the building or site will continue unless specified otherwise in the Special Conditions or Instructions.

Acknowledgments

16. The Client Acknowledges that contents of the Report is subject to the Scope of the Report, Inspection Limitations, Exclusions and Acceptance Criteria. This Report does not include recommendations or advice about matters outside the scope of the requested inspection.

17. Should the Client have any queries or concerns about the purposes, scope or acceptance criteria on which this Report was prepared, all enquiries or concerns are to be discussed with the Inspector within a reasonable time upon receipt of this report.

18. The Client acknowledges that they will take all reasonable steps to implement any recommendation or advice provided by the Inspector in their Report as a matter of urgency specified otherwise.

19. Any further discussions the Inspector following the production of this Report addressing concerns will not be reflected in this Report and as such the Report may not contain all advice or information related to the building or site provided by the Inspector.

20. The Client acknowledges that a visual only inspection restricts the Inspectors capacity to inspect the building or site thoroughly and is not recommended by the Inspector unless an inspection of the Readily Accessible Areas and appropriate tests are also carried out.

21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of inspection.

22. The Client acknowledges that the Inspector is not affiliated with Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections") nor is Hello Inspections liable for the content of the Report prepared by the Inspector or any other third party and the Client hereby indemnifies Hello Inspections from all claims, losses and damage arising, either directly or indirectly, from the Report and the Client accepts this document can be presented to a court as a complete bar to any proceedings by the client or its agents or related parties against Hello Inspections. The Client further acknowledges the Inspector is the agent for Hello Inspections solely for the purposes of this clause.

23. The Client acknowledges that Hello Inspections may reproduce the content within this Report for any commercial purpose, including sale of the Report in whole or in part to third parties, provided personal details or information of the Client contained therein are excluded.