

Contract of Sale of Land

Property:

12 TREETON DRIVE WOLLERT VIC 3750

Suburban Property Law

PO BOX 419

CRAIGIEBURN VIC 3064

Tel: 04243 23456

Ref: MS:

12 TREETON DRIVE WOLLERT VIC 3750

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR

..... on/...../2025

Print names(s) of person(s) signing: ZEINAB ATWAL

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent: Harcourts Rata & Co

Name **Sherry Singh**

Address: Unit 1/337 Settlement Rd Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: _____ Mob: 0456 203 040 Fax: _____ Ref: **Sherry Singh**

Vendor ZEINAB ATWAL

Name:

Address:

Email:

Vendor's legal practitioner or conveyancer

Name: Suburban Property Law

Address: PO BOX 419 CRAIGIEBURN VIC 3064

Email: info@suburbanpropertylaw.com.au

Tel: 04243 23456 Mob: _____ Fax: _____ Ref: _____

Purchaser's estate agent

Name:

Address:

Email:

Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12180 Folio 313	432	819166Y.

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

The land includes all improvements and fixtures.

Property Address: 12 TREETON DRIVE WOLLERT VIC 3750

The address of the land is:

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

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice (copy of lease attached)

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

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

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

INFORMATION ONLY

SPECIAL CONDITIONS

1. GUARANTEE AND INDEMNITY IF THE PURCHASER IS A COMPANY

1.1 If the purchaser of the property is a company OR includes a Corporation (as those words are defined in the *Corporations Act 2001* (Cth) the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract jointly and separately guarantee all obligations of the purchaser under this contract including the payment of the purchase price; and jointly and separately indemnify the vendor in respect of any default of the purchaser under this contract. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser. the person or persons who execute this Contract

for and on behalf of the Purchaser warrants that they have authority to enter into this Contract on behalf the company or incorporated association, and shall also execute the Guarantee annexed to this Contract and marked "**Annexure A**".

1.2 This Special Condition modifies General Condition 3.

2. Nomination

2.1 If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so no later than **10 business days** before the Settlement Date, provided that signed nomination documents (if applicable) are provided to the Vendor's Conveyancers no later than 10 business days before the Settlement Date.

2.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):

2.2.1 Remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and

2.2.2 Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.

2.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognised Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.

2.4 The purchaser must pay the professional fees to Vendor's Conveyancers of \$330.00 for the nomination.

2.5 This Special Condition modifies General Condition 4.

3. Identity of Land

3.1 The Purchaser acknowledges that the Property offered for sale and inspected by the Purchaser is identical with the Property described in the Title particulars contained in the Particulars of Sale.

3.2 The Purchaser must not make any objection or claim for compensation or refuse or delay payment of the balance of the purchase price because of:

3.2.1 Any error in the description of the land;

3.2.2 Any deficiency in its area or measurements of the land;

3.2.3 Any encroachment upon the land;

3.2.4 Any improvements not being erected within the boundaries of the land; or

3.2.5 Any failure to comply with a law relating to the Property or a requirement of any government agency.

3.3 This Special Condition modifies General Condition 7.

4 Deposit

4.1 The deposit payable hereunder shall be 5% or 10% of the purchase price as agreed between the parties at the time of the signing of the contract.

4.2 This Special Condition modifies General Condition 14.

5. Adjustments

5.1 At the time that the Purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments.

5.2 Justification of adjustments submitted by the purchaser must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments.

5.3 The Vendor will not be obliged to provide cheque details until such time as this condition has been complied with.

5.4 The Purchasers acknowledge that they will be in default of this contract if this condition is not adhered to.

5.5 If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re-adjust, after settlement has been completed.

5.6 This condition will not merge on settlement.

5.7 Not separately rated

In the event the Property is not separately rated or assessed in respect of any of the outgoings referred to in General Condition 23, the proportion thereof to be apportioned between the Vendor and Purchaser will be in the same proportion as the lot liability of the land bears to the total lot liability of all the land in the plan of subdivision or titleplan as reasonably determined by the Vendor.

5.8 Rate and Tax Adjustments

5.8.1 The Vendor shall pay or discharge all rates, taxes (including land tax on a proportional basis) and other outgoings (except insurance premiums on insurances acquired by the purchaser) with respect to the Property up to and including settlement date.

5.8.2 The Purchaser shall pay, adjust or discharge all rates and taxes (including land tax on a proportional basis) and other outgoings with respect to the Property from the Day of Settlement.

5.8.3 Rates, taxes and other outgoings shall be apportioned at Completion:

5.8.3.1 In the case of those paid by the Vendor, on the amount actually paid;

5.8.3.2 In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;

5.8.3.3 In the case of those not levied but the amount can be

ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority; and

5.8.3.4 In the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment

period immediately prior to the completion date, on the amount payable in that separate assessment disregarding any discount for early payment.

The purchaser must provide copies of all certificates and other information used to calculate the adjustments.

5.9 This Special Condition modifies General Condition 23.

6 Purchaser's Representations and Warranties

6.8 The Purchaser represents and warrants that in entering this Contract the Purchaser has:

6.8.1 relied entirely on enquiries, investigations, examinations and inspection of the Property made by or on behalf of the Purchaser including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the Property for any purpose or any business to be carried on there; and

6.8.2 received no information, representation or warranty from the vendor, the Vendor's estate agent or the Vendor's Conveyancer supplied or made with the intention or knowledge that the Purchaser would rely on it; and

6.8.3 The Purchaser has not in fact relied on any such information, representation or warranty.

6.8.4 Has not relied on any representations or warranties about the subject matter of this Contract, including any information, representation or warranty concerning:

6.8.4.1 Title to the Property or goods;

6.8.4.2 The terms of any documents relating to any encumbrances affecting the Property;

6.8.4.3 The boundaries or area of the Property;

6.8.4.4 The suitability of the Property for any purpose or use;

6.8.4.5 The zoning of the property;

6.8.4.6 The existence of any easement affecting the property;

6.8.4.7 The services and utilities to the Property;

6.8.4.8 Whether improvements on the land comply with any relevant statutes, regulations, and local laws;

6.8.4.9 Any financial return or income to be derived from the Property; and

6.8.4.10 The applicability of any environmental liability to the Property.

6.9 The Purchaser agrees that this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous arrangements, representations, promises, agreements, undertakings, negotiations and understandings in relation to the sale and purchase. Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out or expressly referred to in this Contract is negative and withdrawn.

6.10 Purchaser must engage a legal practitioner or Conveyancer to conduct all the legal aspects of settlement.

7 Planning Restrictions, Easements and Other Encumbrances

7.8 The Purchaser buys the Property subject to any restrictions on the use or development of the Property imposed by and to the provisions of any applicable Town Planning Acts

or Planning Schemes, Local Council, Local Government By-Laws or interim development orders, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property or other enactments, including the Heritage Act 1995, the Planning and Environment Act 1987, the Building Act 1993, the Local Government Act 1989, Environment Protection Act 1970 and any and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of the Property and subject or any authority empowered to make restrictions.

7.9 The Purchaser buys the Property subject to any easement, reservation or other encumbrance whether registered on the Certificate of Title or not.

7.10 Any such restrictions shall not affect the validity of this Contract nor shall they constitute a defect in the Vendor's title or with respect to such restrictions or any of them.

7.11 The Purchaser must not make any requisition or objection or delay settlement and is not entitled to any compensation from the Vendor in relation to the existence of, compliance or non-compliance with any restriction.

7.12 The Purchaser is responsible for remedying, at its, his, her or their own cost, any failure of compliance on the Day of Sale with any laws or restriction affecting the Property.

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

8 Condition of Property

8.8 The Purchaser acknowledges that it has purchased the Property as a result of the Purchaser's own inspections and enquiries concerning the Property and save as is otherwise expressly provided acknowledges that he she or they are purchasing the property in its present condition and state of repair and subject to any defects, infestation, contaminant or asbestos and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

8.9 The Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

8.10 The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by building and/or council regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building and/or council regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders or requirements under the building regulations.

8.11 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's costs and expense.

8.12 The Purchaser buys the Property in its current situation, regardless of whether there are building permits which have not received a final inspection, or whether there are building works in the past eight years for which the Vendor is not in possession of

builders warranty insurance.

8.13 The Purchaser buys the Property subject to any easements, reservations or like encumbrances affecting the Property and will not Object with respect thereto whatever.

9. Receipt of Documents by Purchaser Acknowledged

The Purchaser hereby acknowledges that prior to signing the Contract of Sale and paying any money due thereunder to having received from the Vendor a Due Diligence Checklist and a Section 32 Statement conforming with section 32 of the Sale of Land Act 1962 (Vic) (as amended) duly executed by the Vendor, being the Vendor's Statement.

10. Sale Subject to Lease or Licence

10.1 If the sale is subject to a lease or licence, the Purchaser agrees that at settlement the Vendor will hand over any documents pursuant to the lease or licence which the Vendor is in possession of, which may or may not include an original copy of the lease or licence agreement, condition report or bond receipt. The Purchaser agrees not to delay settlement or seek compensation if the Vendor is not in possession of any of these documents. If the Vendor only has possession of a photocopy of the lease or licence agreement, the Purchaser agrees to accept receipt of the photocopy and will not delay settlement or seek compensation on the basis that the Vendor is unable to provide an original lease or licence agreement.

10.2 If there is a rental agent managing the Property and the Purchaser does not intend to instruct that rental agent to continue managing the Property following settlement, the Purchaser agrees to contact the rental agent to make arrangements for a transfer of the lease documents held by the rental agent following settlement, and will not require the Vendor to produce these documents at settlement.

10.3 If the Tenant is entitled to the use of any furniture, chattels, equipment, etc. (collectively referred to in this paragraph as "goods") during the term of the lease, where such goods have been provided by the Vendor and are not included in the sale to the Purchaser under the Goods section of the Particulars of Sale, the Purchaser agrees that following the termination of the tenancy the Purchaser will notify the Vendor in writing and allow the Vendor 30 days from the personal service of such notification access to the property to recover the goods. The Purchaser agrees to become a bailee of the goods upon termination of the Tenancy until the Vendor attends the property and removes the goods during the 30 day period following personal service of the notification.

11. Default by Purchaser

11.1 The Vendor gives notice to the Purchaser that in the event of that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale

or any such date as may be mutually agreed to by the parties, or the Purchaser breaches any warranty in this contract then the Purchaser will pay to the Vendor the following expenses and losses which the Purchaser agrees are reasonably foreseeable at the date of the contract: -

11.1.1 All costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of other property and interest charged on such bridging finance.

11.1.2 Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.

11.1.3 Accommodation expenses necessarily incurred by the Vendor.

11.1.4 Additional costs and expenses between the Vendor and the Vendor's representative.

11.1.5 The Vendor's reasonable costs of each and every default in the sum of \$350.00 (inclusive of GST) and \$480.00 for the costs of each default notice issued.

11.1.6 Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.

11.1.7 Rebooking fee and settlement fee payable to the Vendor's representative in the sum of \$330.00 (including GST) plus any fees levied by the Vendor's mortgagee and third parties.

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$330.00 at the at the settlement for each request.

11.1.8 If settlement is due to take place before 31 December in any given year but is delayed through no breach by the vendor, the Purchaser agrees to pay any land tax applicable to the Property for the year in which settlement actually takes place, in full and without deduction.

11.1.9 Any conveyancing fees or legal fees and disbursements attributed to any failure to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties or breach of any warranty in this contract on a full indemnity basis

11.1.10. If the Purchaser defaults in payment of any money owed under this Contract, the Purchaser must pay the Vendor interest at the rate of 4% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*, calculated on the amount owed during the period of default and accruing daily. If the *Penalty Interest Rates Act 1983* is repealed, then a rate of 4% higher than the bank overdraft rate charged or chargeable by the Vendor's bankers to the Vendor on the due date for payment of the Amount. A certificate signed by the Vendor (or one of its officers as defined in the *Corporations Act 2001 (Cth)*) stating the bank overdraft rate is conclusive evidence of

that rate.

12. Insolvency and Incapacity

12.1 If before settlement the Purchaser, being a natural person;

12.1.1 Dies;

12.1.2 becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;

12.1.4 Is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or

12.2 If before settlement the Purchaser, being a company:

12.2.1 Is subject to an application for winding up;

12.2.2 enters into a scheme of arrangement for the benefit of the creditors;

12.2.3 Resolves to go into liquidation; or

12.2.4 Is put into the control of a receiver or administrator;

Then the Vendor may terminate this Contract by Notice to the Purchaser and the Vendor may, in all of the above circumstances retain the Deposit and any Deposit Interest.

13. No Merger

Obligations under this Contract which have not been satisfied at the Settlement date or are capable of continued operation after settlement remain in full force and effect irrespective of Settlement and do not merge on the transfer of the Property.

14. Severability

If it is held by any court of competent jurisdiction that:

14.1 Any part of this Contract is void, voidable, illegal or otherwise unenforceable; or

14.2 This Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed;

Then that part will be severed from this Contract and will not affect the continued operation of the remainder of this Contract.

15. Amendment and Deletion of General Conditions

(a) General conditions 31.4 to 31.6 inclusive are not applicable to this contract.

(b) General Condition 14 (3) (a) is amended by deleting the words "to the satisfaction of the purchaser".

(c) General Condition 14 (3) (c) does not apply to this contract

(d) General Condition 14.3.1 will be replaced with the following clause in the contract.

14.3.1 Where the purchaser is deemed by Section 27 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 the vendor's Title.

(e) General Condition 14.3.2 will be replaced with the following clause in the contract.

14.3.2 Where the contract is not subject to finance, a building inspection or a pest inspection, the contract is deemed not subject to any condition for the benefit of the purchaser.

(f) General Condition 32 is deleted and replaced with the following words

If the purchaser breaches this contract, they must pay to the vendor on demand:

(a) compensation for any reasonably foreseeable loss to vendor resulting from the breach such loss including but not limited to additional costs incurred by the vendor's conveyancer; and

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

If the vendor breaches this contract by delaying settlement, the purchaser agrees that they will not be entitled to demand compensation for any loss they incur as a result of such delay.

16. Breach

If the purchaser breaches this contract then the purchaser must pay to the Vendor on demand;

a) The full amount payable under the contract attached hereto, whether due to be paid or not;

b) Compensation for any reasonable foreseeable loss to the Vendor resulting from the breach and

c) Any interest due under the contract attached hereto as a result of the breach. The purchaser agrees that the vendor shall not be liable for any damages, costs or interest

whatsoever and howsoever arising.

17. FIRB Approval

17.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

17.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

17.3 This warranty and indemnity do not merge on completion of this contract.

18. Reschedule fees of \$220 are applicable for each reschedule request by the Purchaser or their representatives.

18. GST

17.4 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is "plus GST". However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

17.5 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".

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 This general condition will not merge on either settlement or registration.

17.11 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.

19. Settlement rescheduling fee If settlement is rescheduled due to the purchaser delaying the settlement, the purchaser acknowledges they will pay \$330.00 including GST at settlement for each and every rescheduled settlement.

20. Mathematical Mistake

The parties agree that where a mathematical mistake has occurred so a party-

- (a) Has received less than that party is entitled; or
- (b) Has paid more than that party is required,

Under the terms of the contract, the party may, in addition to all other remedies of that party, within two months from the date on which completion took place, by notice in writing require the other party to pay to that party an amount equal to the financial measure of the mistake.

21. Land Tax Adjustments

Notwithstanding any other condition or provision contained in this Contract, any Land Tax liability attached to or as a charge on the Property is to remain the Vendor's responsibility. The Vendor shall pay the full amount of Land Tax (by deduction) at settlement, and there will be no adjustment of this amount whatsoever between the parties at settlement.

22. INCONSISTENCIES

The parties agree that if there is any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, the provisions of these Special Conditions shall prevail and have priority to the extent of any inconsistency with the General Conditions.

Sale of Land (Public Auctions) Regulations 2014
S.R. No. 73/2014
SCHEDULES

SCHEDULE 1

Sch. 1

Regulations 5, 6 and 7

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

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

OR

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

[*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

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

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

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

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

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

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

SCHEDULE 5

Sch. 5

Regulation 6

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

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

ANNEXURE A

GUARANTEE AND INDEMNITY

To ZEINAB ATWAL
(Vendor)

I/We, the guarantors named in the Schedule, Item 4 (Guarantors)

JOINTLY AND SEVERALLY AGREE:

1. Guarantee

1.1 In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:

1.1.1 payment of the purchase money interest and all other monies payable under the Contract; and

1.1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

2. Indemnity

2.1 If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

3. Continuing Guarantee and Indemnity

3.1 This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:

3.1.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.

3.1.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.

3.1.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.

3.1.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.

3.1.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

4. Guarantee Independent

4.1 This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

5. Notice

5.1 Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

6. Miscellaneous Provisions

- 6.1 All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser.
8. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
9. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
10. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will endure for the benefit of the Vendor and successors and assigns.
11. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

SCHEDULE

1. **Contract:** Contract of Sale made between the Purchaser and the Vendor dated
day of 20 for the purchase of the Property at
In the State of Victoria

2. **Property:** The land is described in the attached copy title(s) and plan(s) as:
Lot on proposed/plan of subdivision no. being part of/the land contained in
certificate of title volume folio .

3. **Purchaser(s):**

Name:
Address:

Name:
Address:

4. **Guarantor(s):**

Name:
Address:

Name:
Address:

Executed as a deed

Signed Sealed and Delivered by)
)

In Victoria in the presence of:)

).....Signature

..... Signature of Witness

..... Name of Witness

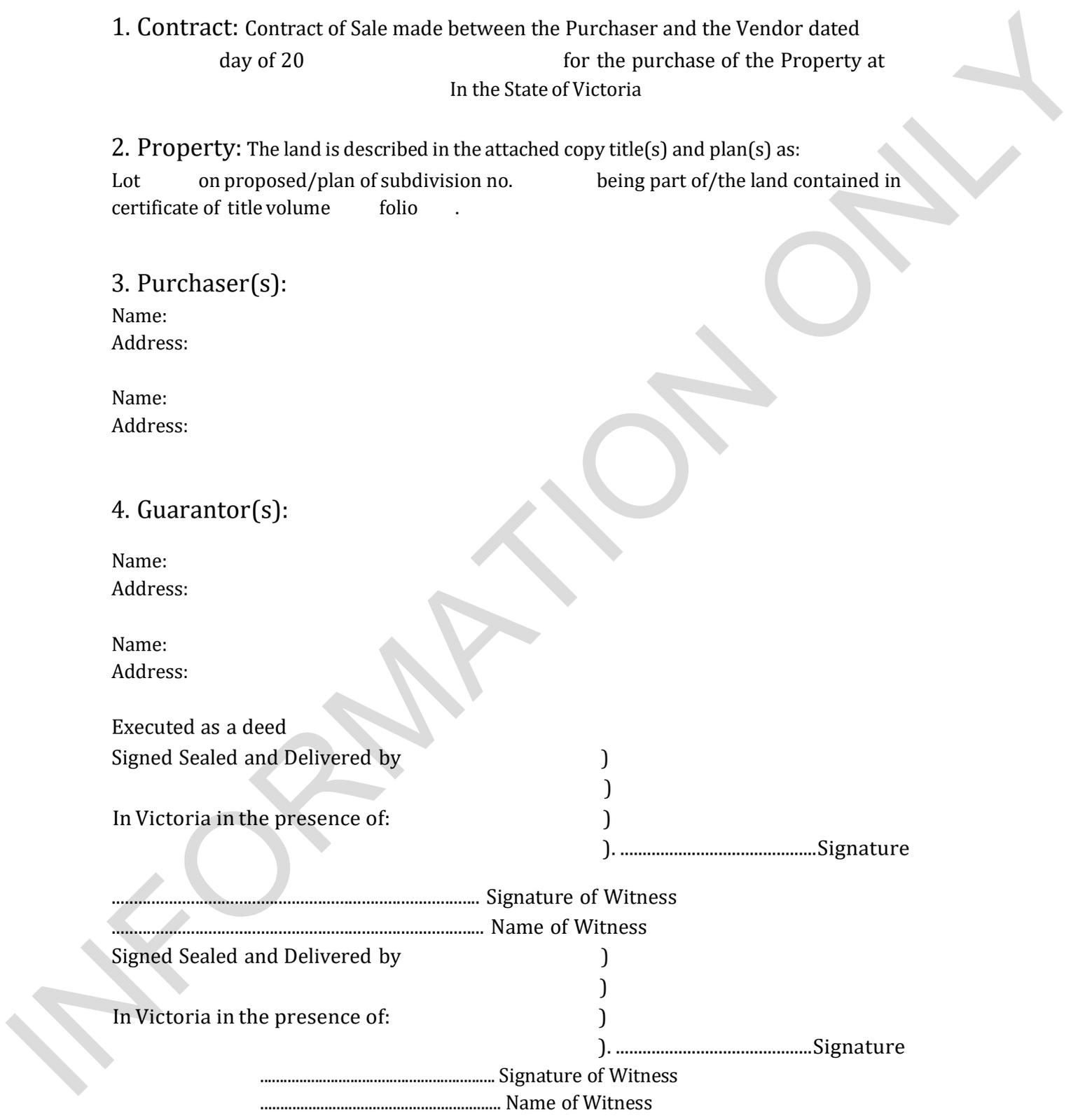
Signed Sealed and Delivered by)
)

In Victoria in the presence of:)

).....Signature

..... Signature of Witness

..... Name of Witness



General Conditions Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;

- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) 10.2% of the price,
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement.
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

- (a) The particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) The particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) The particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within the specified 7 days mentioned on the contract from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law, which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

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

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of

Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30

(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

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

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

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

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

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

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

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

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

Vendor Statement

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

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

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

Property : 12 TREETON DRIVE
WOLLERT VIC 3750

Vendor's name ZEINAB ATWAL

Date

/ /

Vendor's signature _____

Purchaser's name _____

Date

/ /

Purchaser's signature _____

Purchaser's name _____

Date

/ /

Purchaser's signature _____

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$ 5,500

OR

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

OR

(c) Their amounts are:

Authority	Amount	Interest (if any)
(1)	(1) \$	(1) \$
(2)	(2) \$	(2) \$
(3)	(3) \$	(3) \$
(4)	(4) \$	(4) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box. \$

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

Not applicable

1.3 Terms Contract

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

Not applicable

1.4 Sale Subject to Mortgage

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

Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable

2.2 Owner Builder

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

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s and other statutory certificates/ Lease documents

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

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

 Attached

6. OWNERS CORPORATION

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

Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

8. SERVICES

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

Electricity supply	Gas supply	Water supply	Sewerage	Telephone services
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9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

Nil

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

Nil

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

Nil

10.3 Further Plan of Subdivision

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12180 FOLIO 313

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LAND DESCRIPTION

Lot 432 on Plan of Subdivision 819166Y.

PARENT TITLES :

Volume 09254 Folio 932 Volume 11185 Folio 407 Volume 12084 Folio 227

Volume 12101 Folio 370 Volume 12102 Folio 404

Created by instrument PS819166Y 15/01/2020

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ZEINAB ATWAL of 45 HERON DRIVE MICKELHAM VIC 3064
AT850886X 10/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX849708W 26/03/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS819166Y 15/01/2020

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 PS819166Y 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: 12 TREETON DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 26/03/2024

OWNERS CORPORATIONS

The land in this folio is affected by

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

OWNERS CORPORATION 1 PLAN NO. PS819166Y

DOCUMENT END

INFORMATION ONLY

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Document Identification	PS819166Y
Number of Pages (excluding this cover sheet)	48
Document Assembled	13/10/2025 13:19

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PS 819166Y

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 DIAG	PS 803931Y	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS 803931Y	YARRA VALLEY WATER CORPORATION
E-2	CARRIAGEWAY	4	THIS PLAN	MINISTER FOR ENERGY, ENVIRONMENT AND CLIMATE CHANGE
E-3	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-5	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-6	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-6	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-7	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-8	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOT
E-9	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-10	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-13	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-14	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-15	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-15	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-16	SEWERAGE AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA3706	SEE DIAG	AX 829359J	YARRA VALLEY WATER CORPORATION
E-17	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-17	GAS SUPPLY	SEE DIAG	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY. LTD.
E-20	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-80	CARRIAGEWAY	16	AU 396403T	VOL 12309 FOL 984 TO 987
A-1	CARRIAGEWAY	4	PS 825335S	VOL 12084 FOL 226



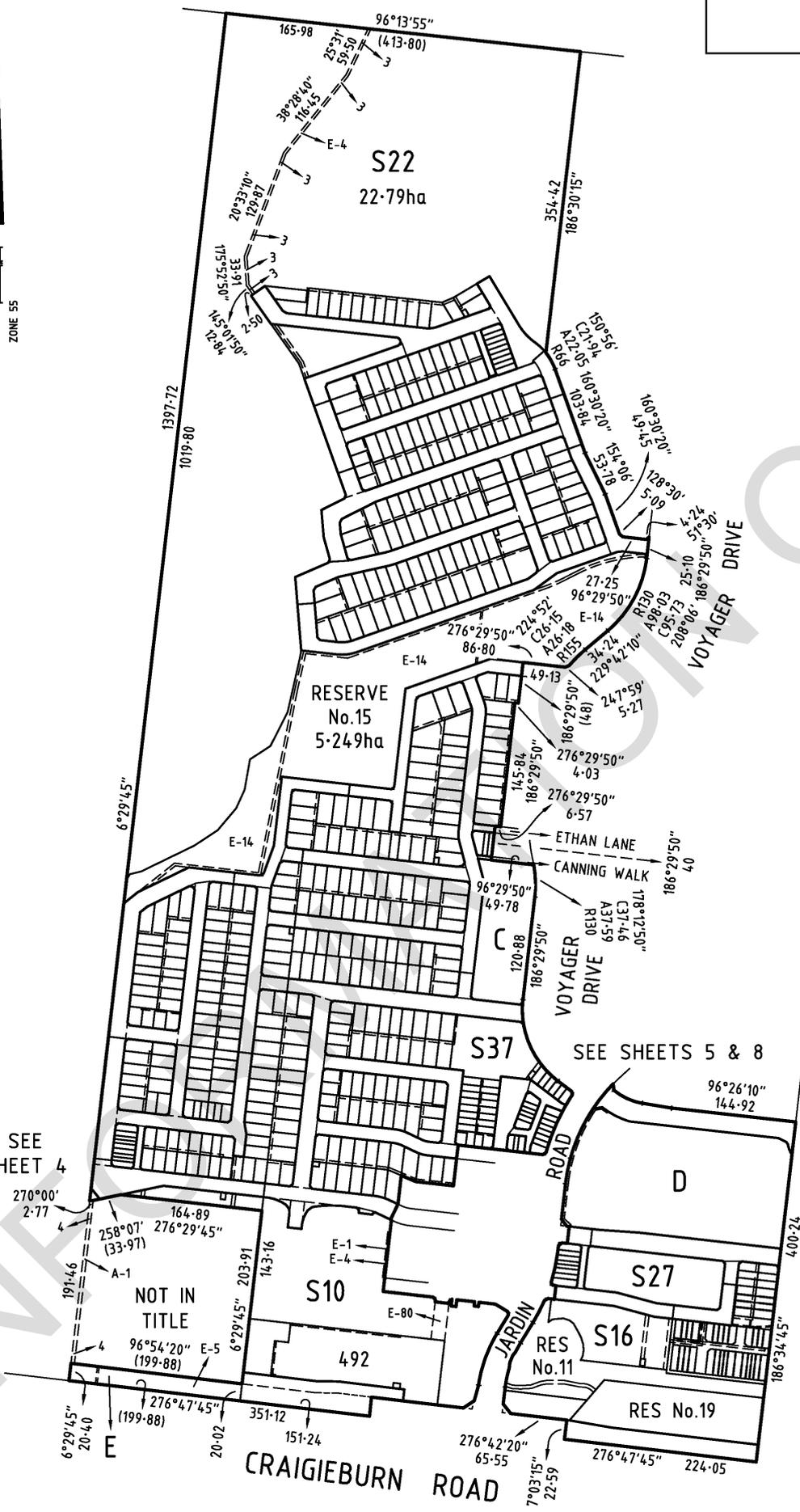
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SHEET 2

PS 819166Y



SEE SHEET 4

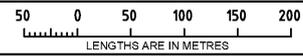
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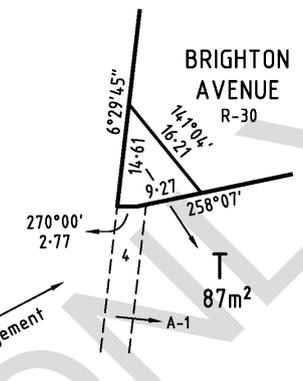
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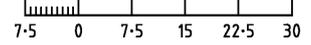


SEE SHEETS 3, 15 & 17

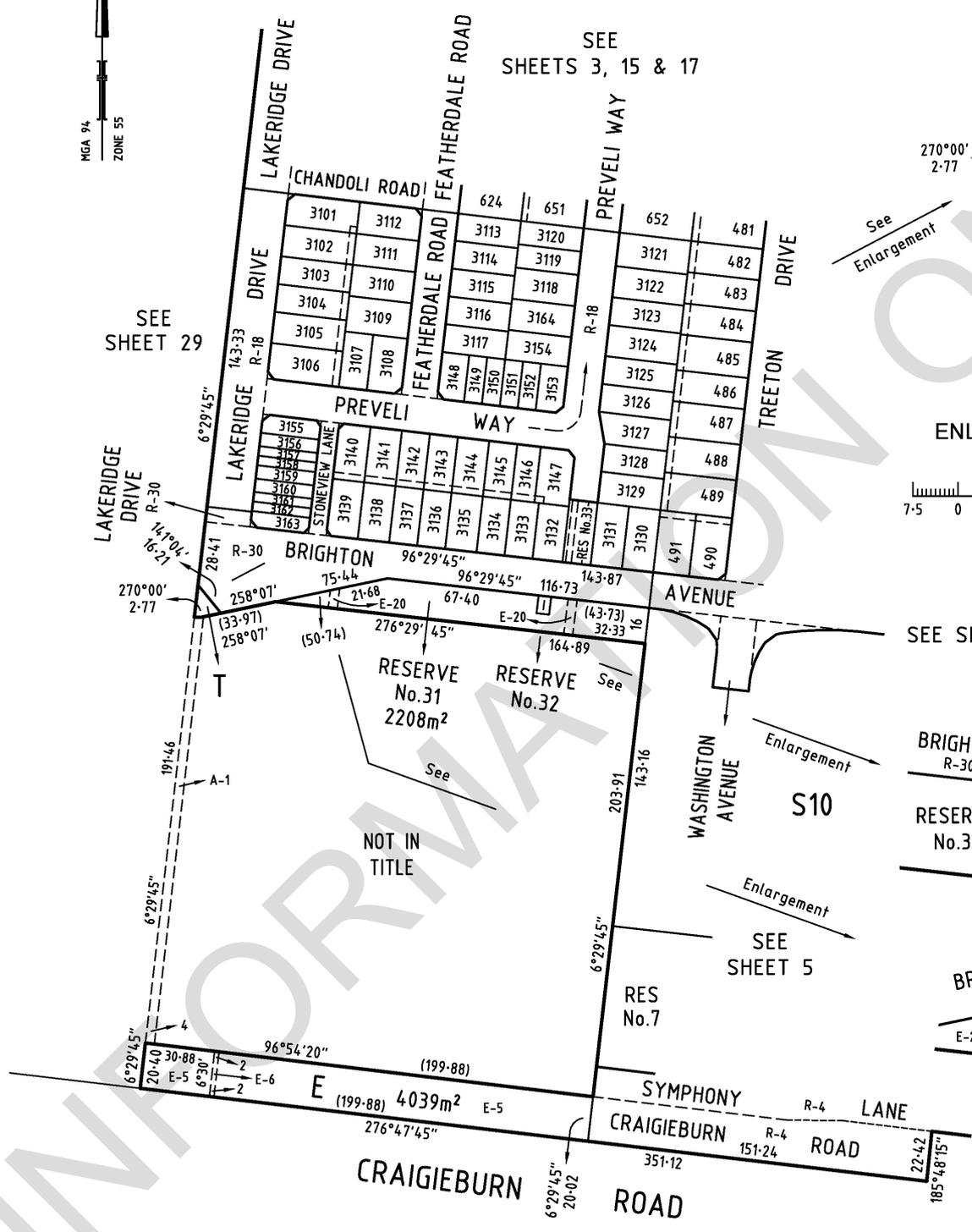
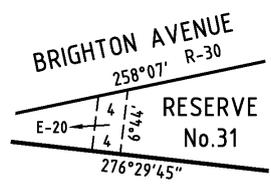
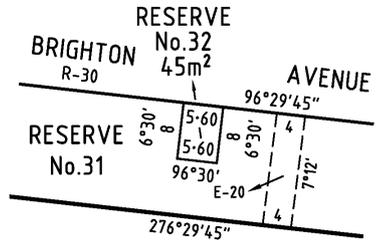
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ENLARGEMENTS
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SEE SHEET 9



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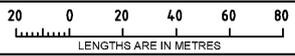
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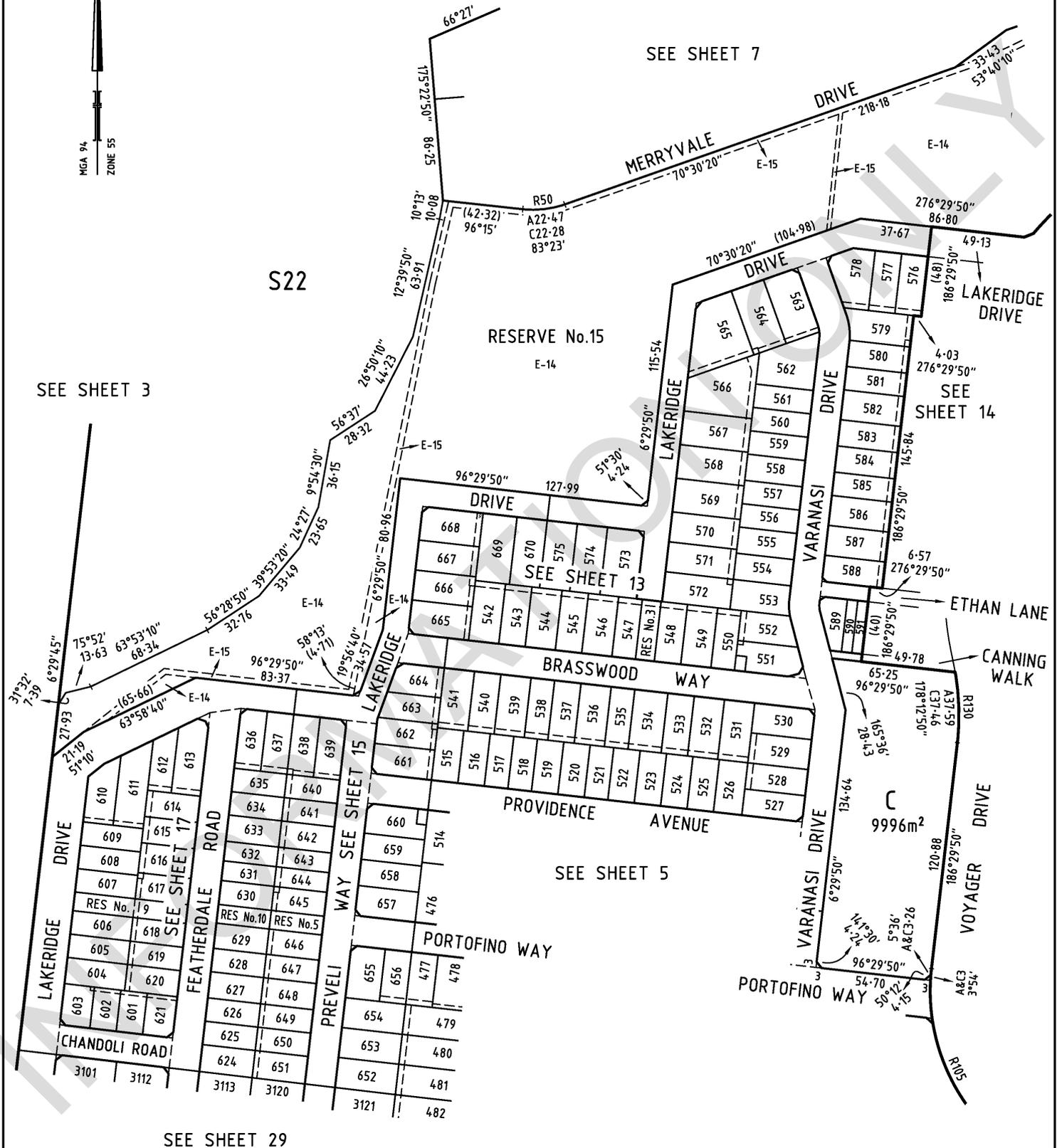


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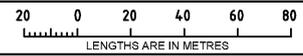
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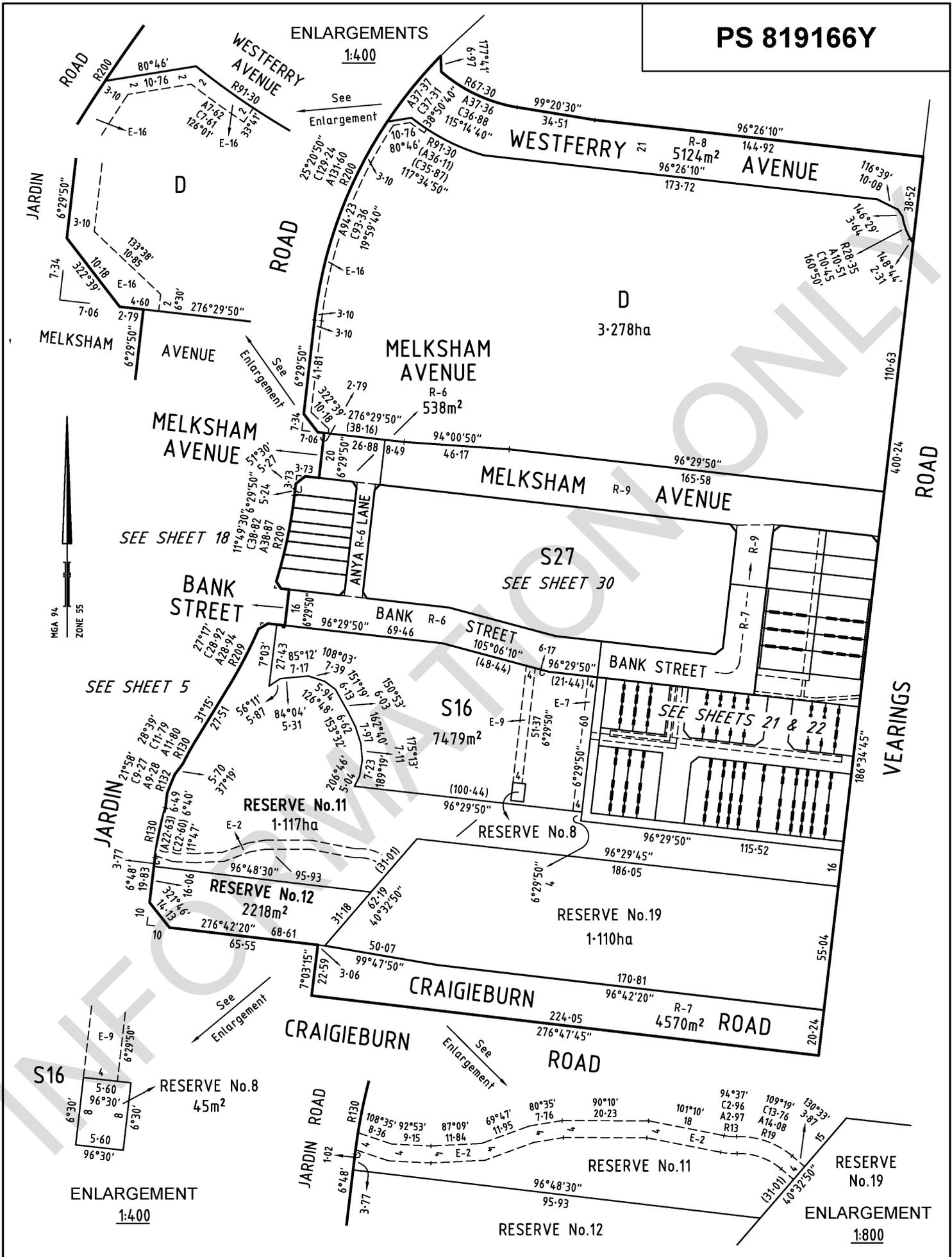


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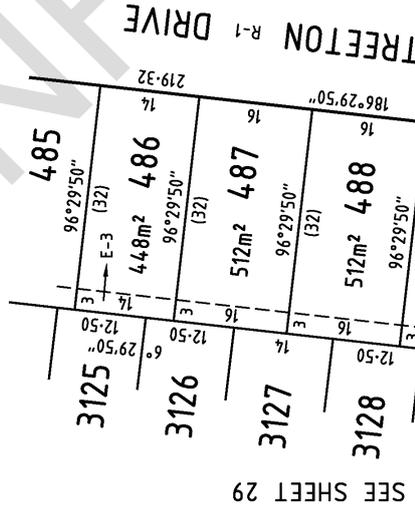
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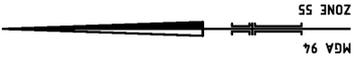
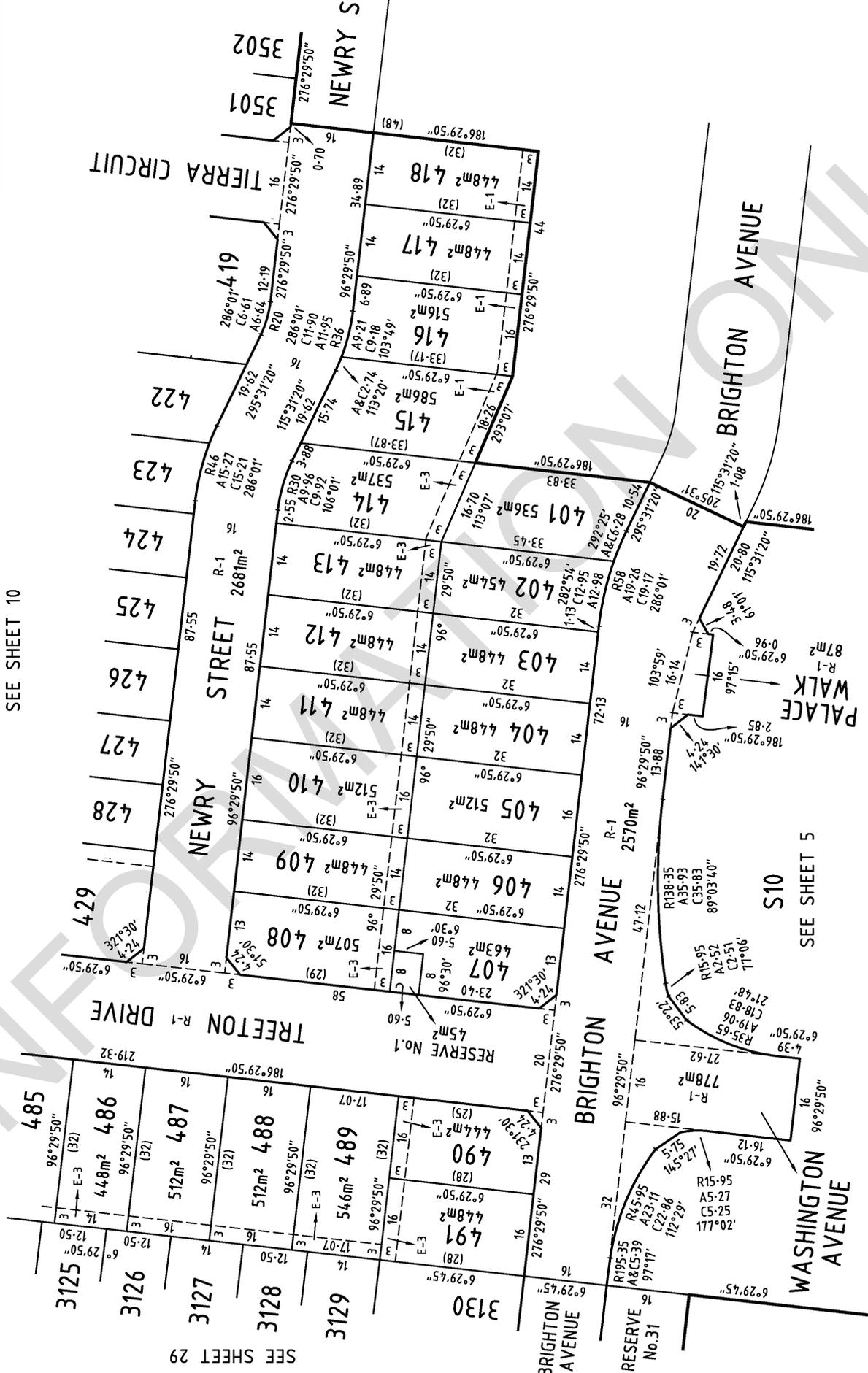
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SEE SHEET 10



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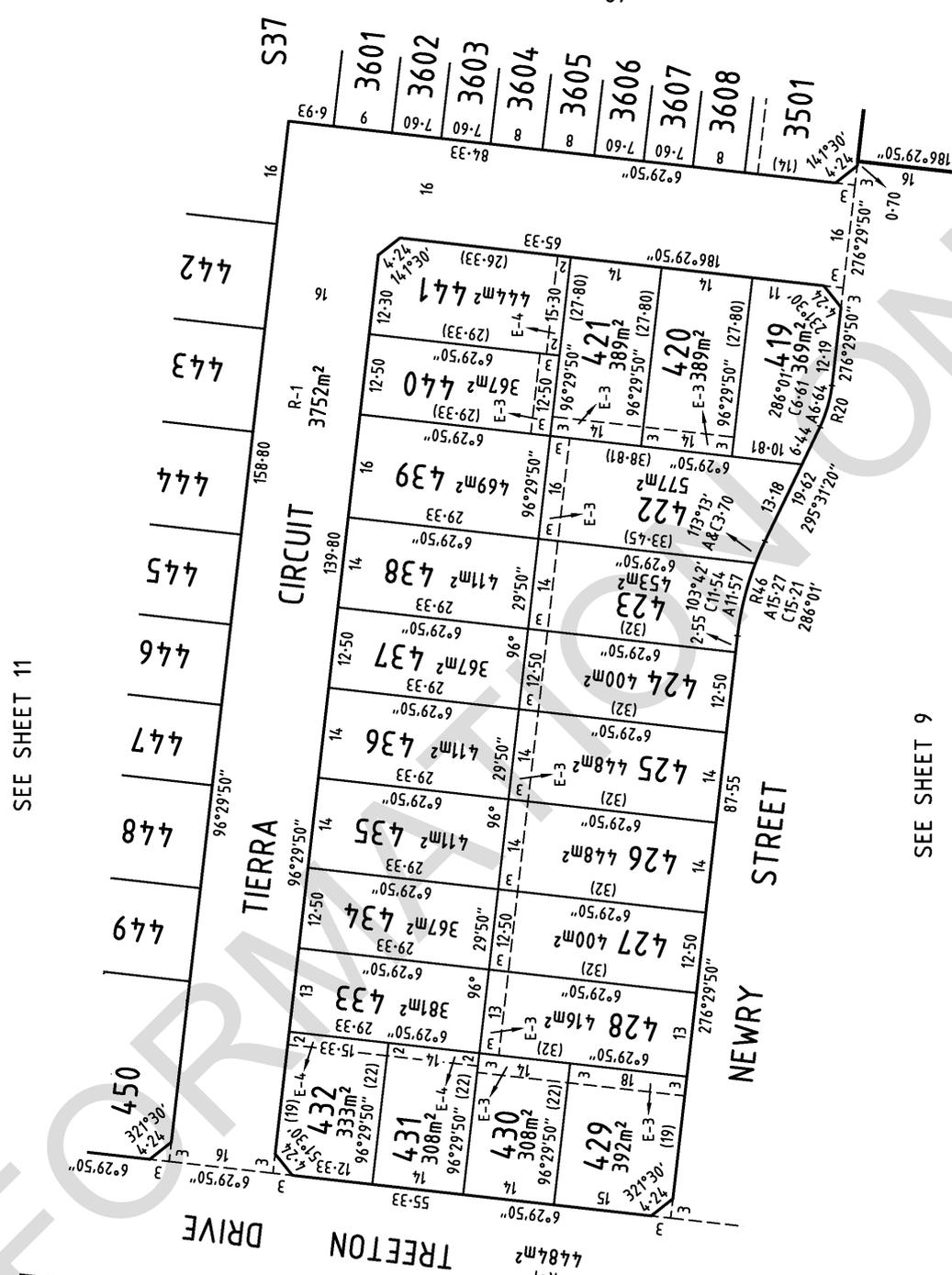
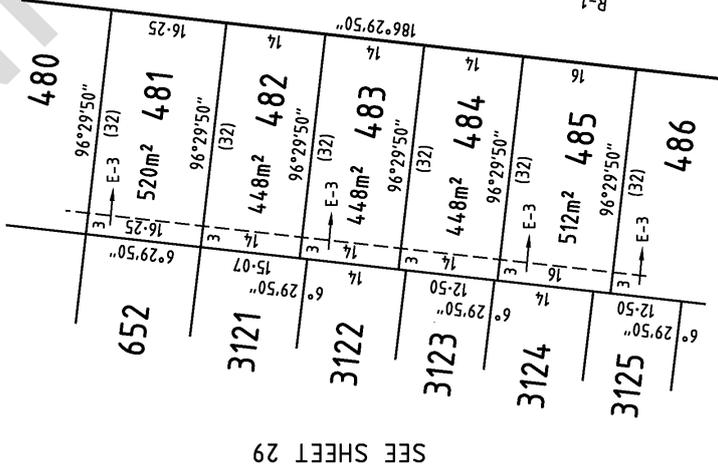
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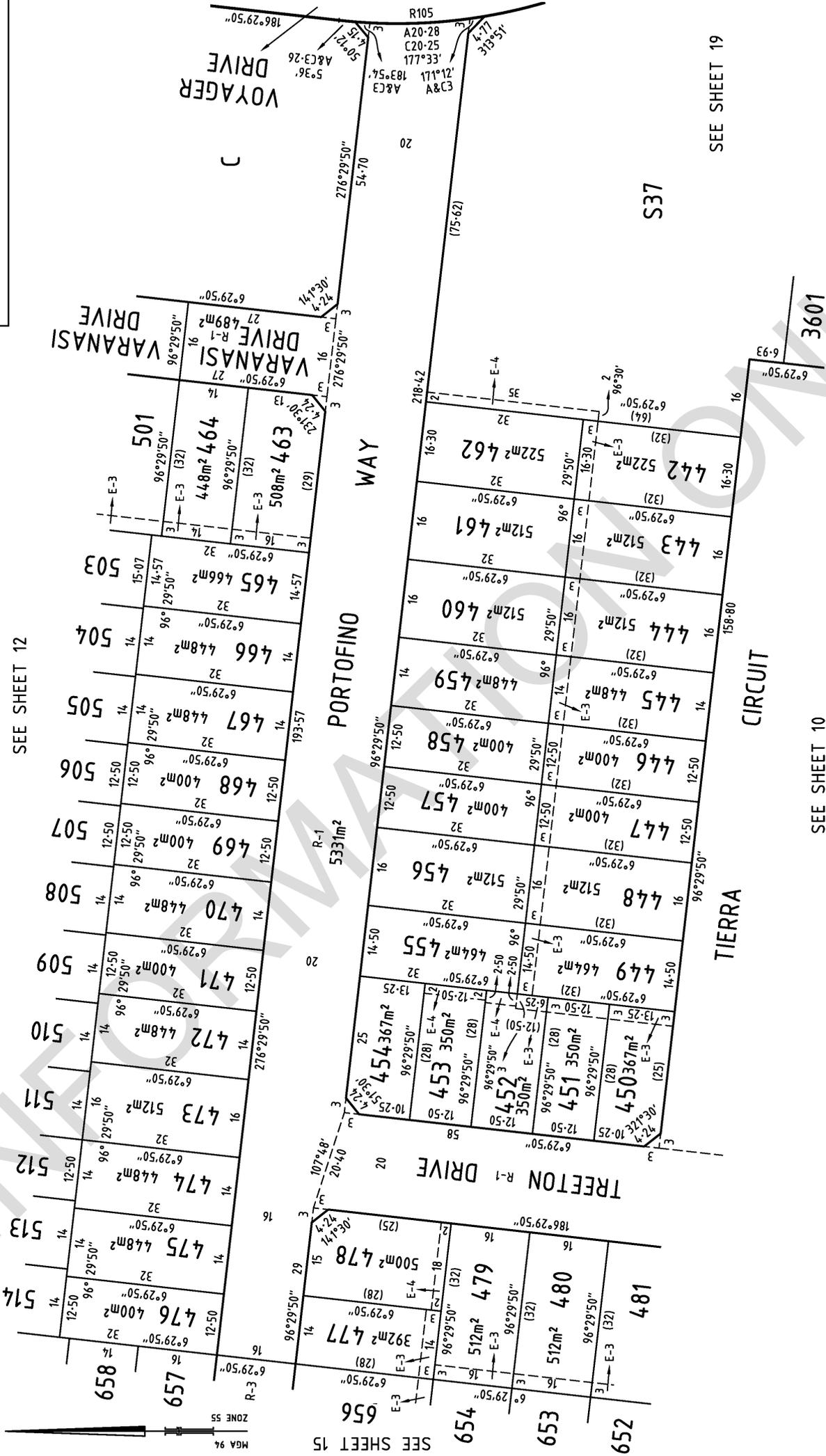
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SEE SHEET 12

SEE SHEET 15

SEE SHEET 19

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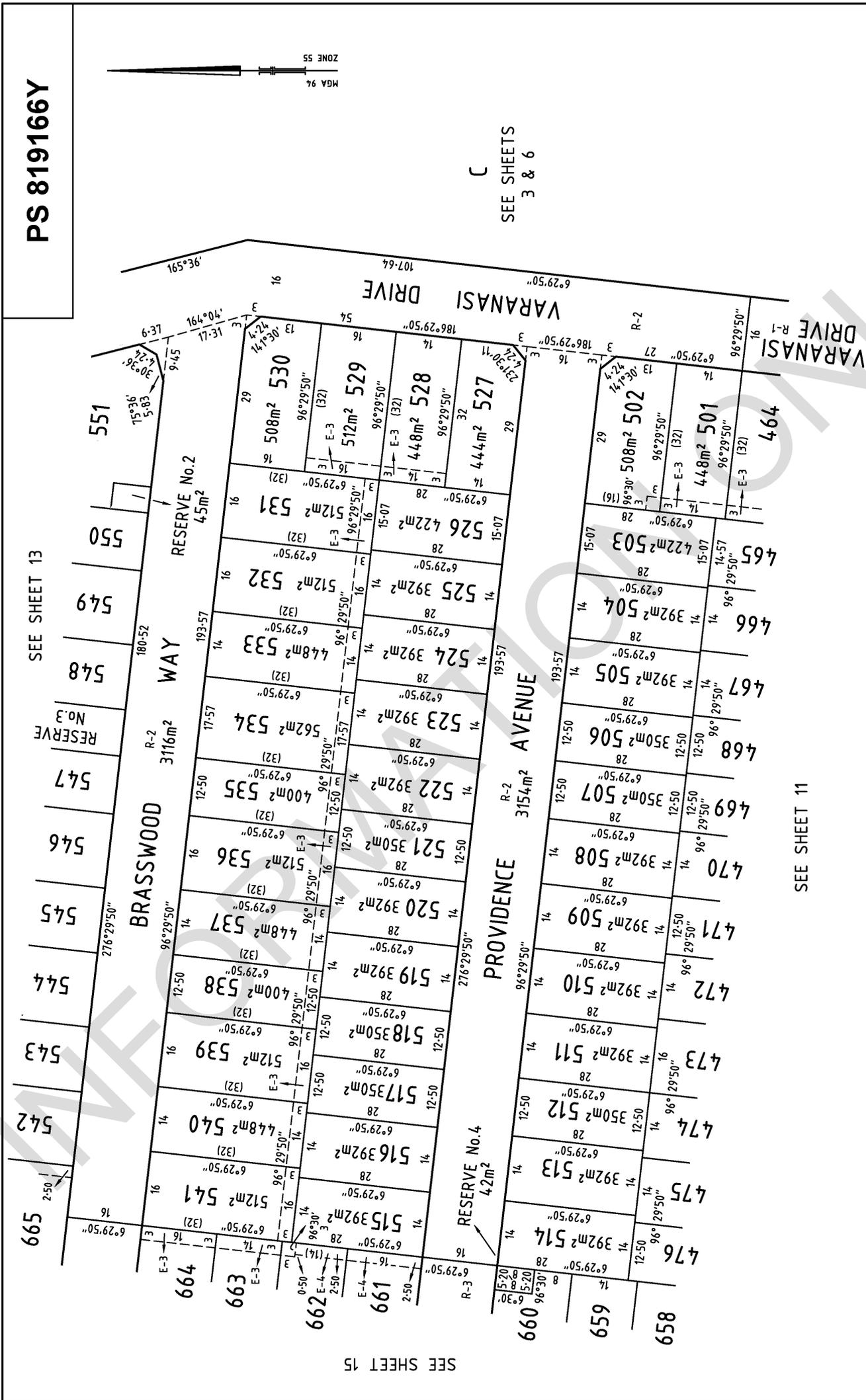
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SEE SHEET 15



SEE SHEETS 3 & 6



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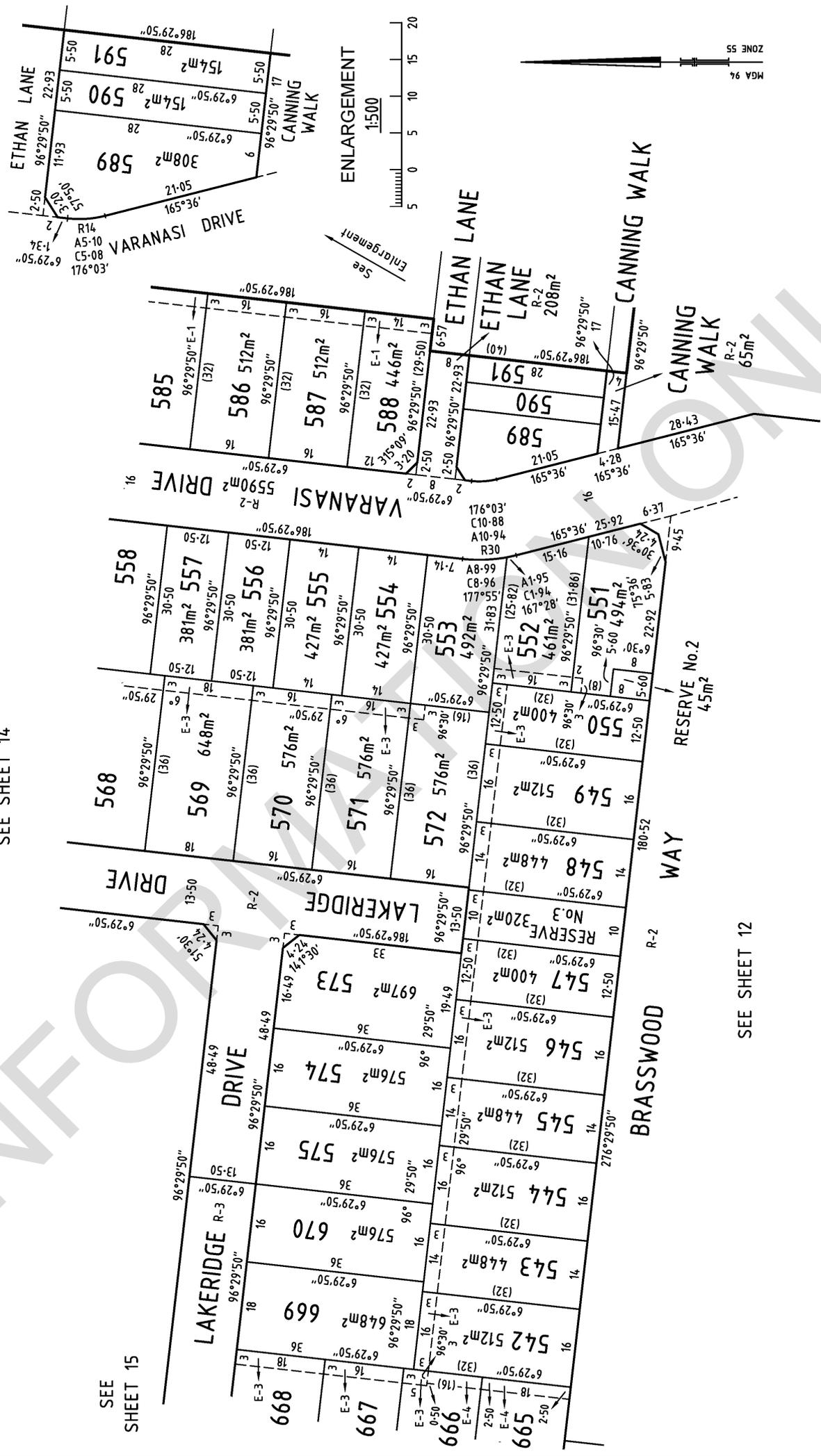
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SEE SHEET 14



SEE SHEET 15

SEE SHEET 12

ENLARGEMENT
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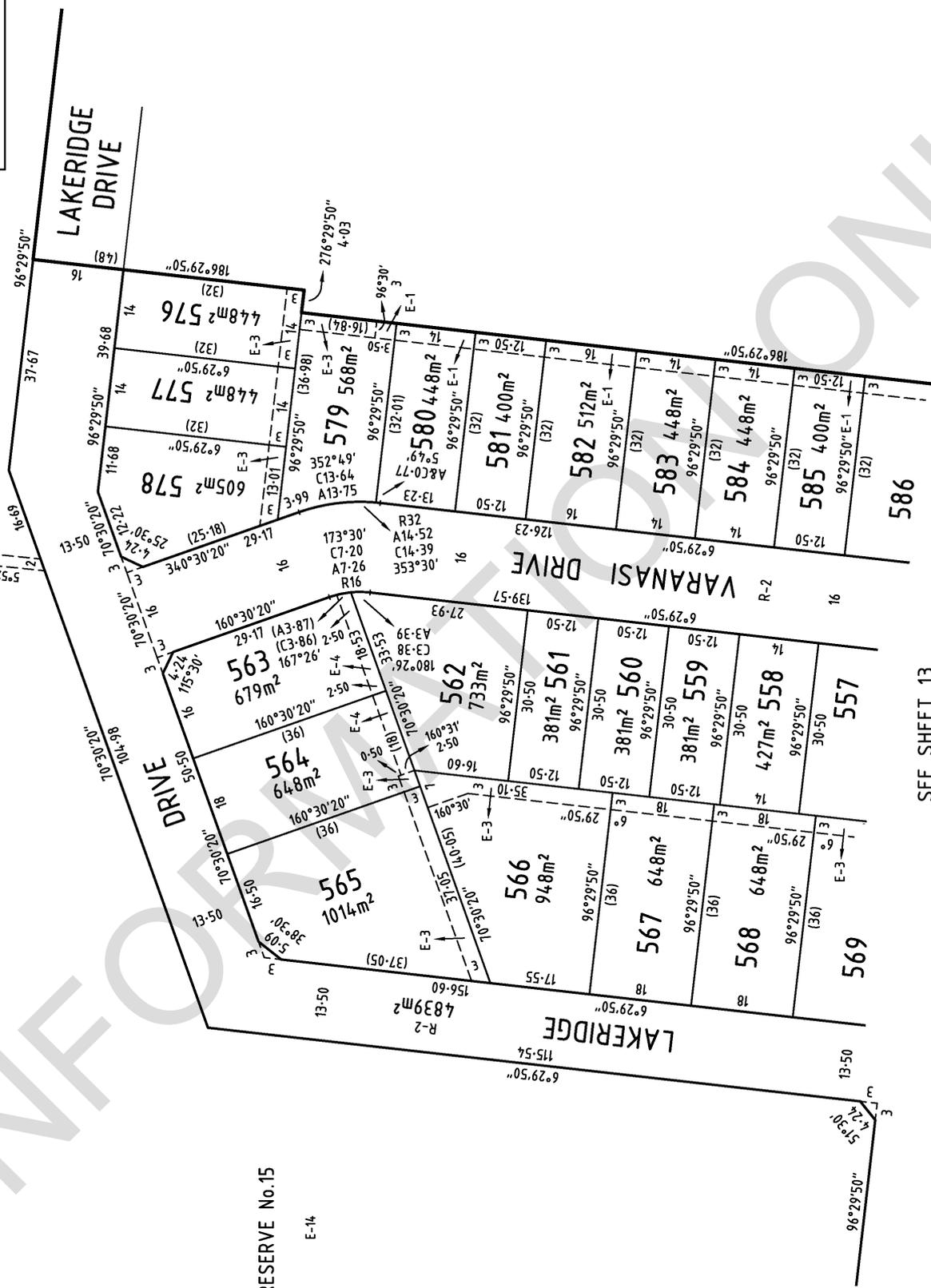
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SEE SHEET 23

SEE SHEET 13



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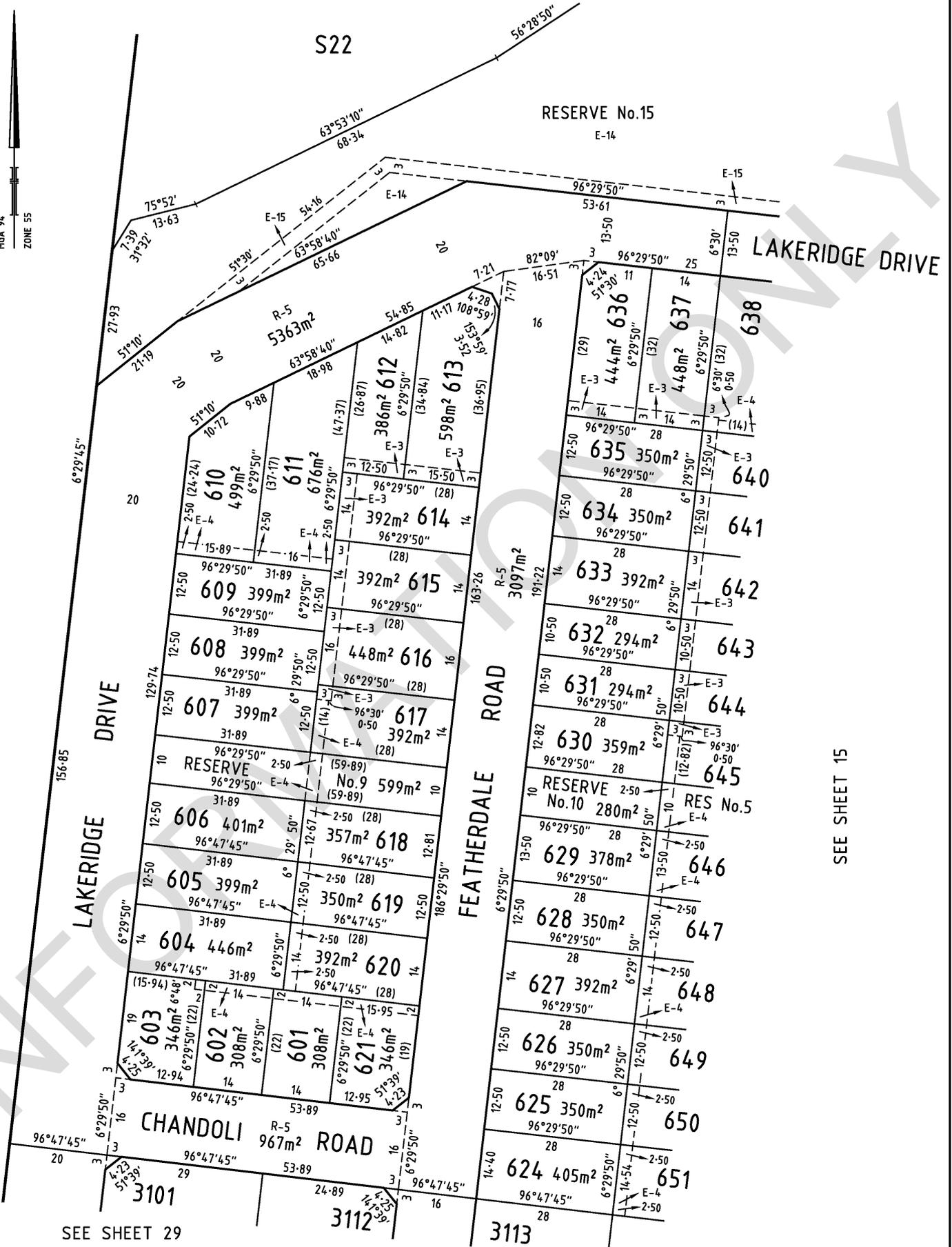
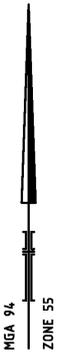
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SEE SHEET 3



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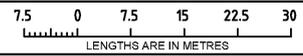
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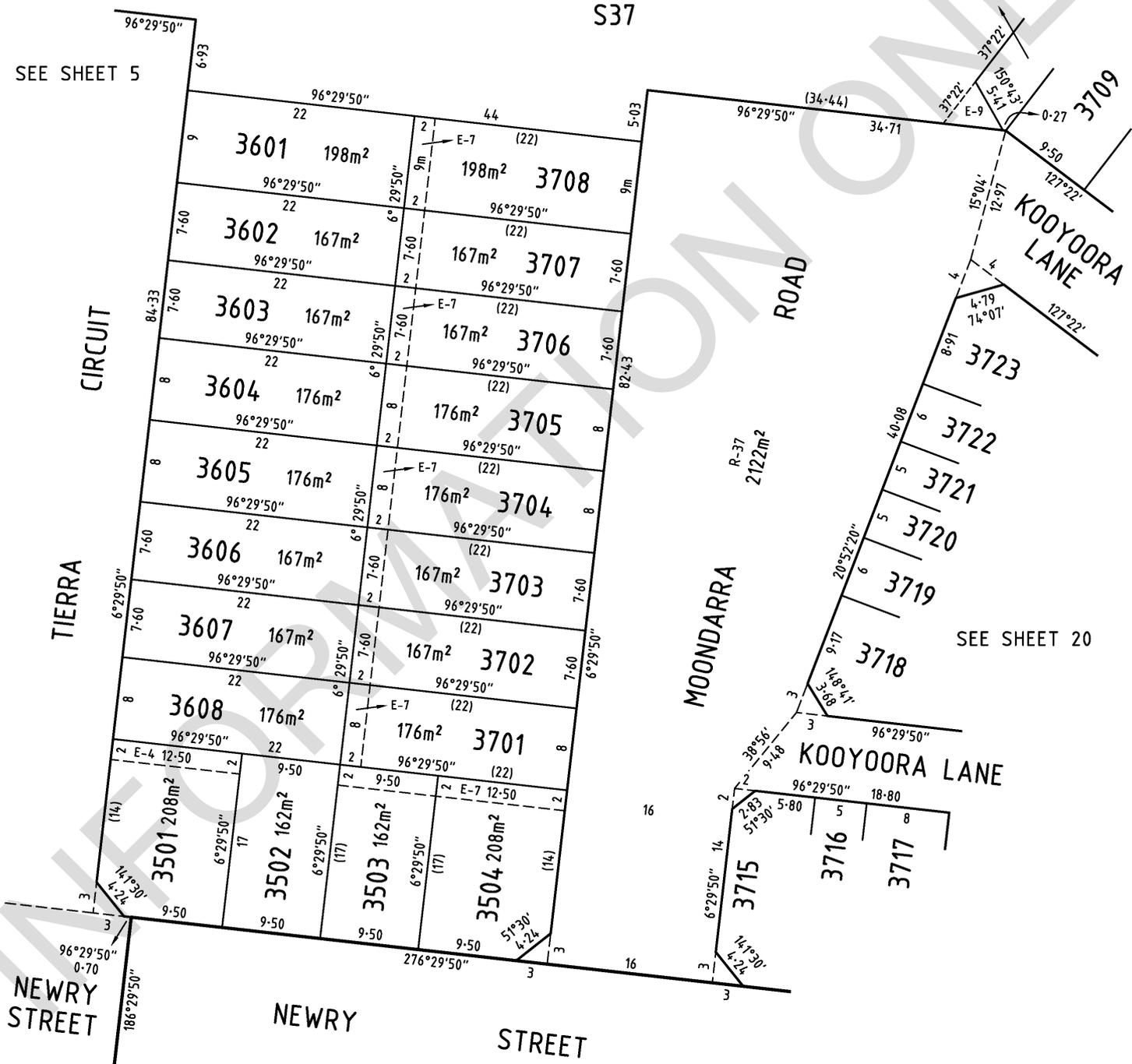
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S37

RESERVE No.37

SEE SHEET 5



NEWRY STREET

NEWRY STREET

MOONDARRA ROAD

KOOPYOORA LANE

KOOPYOORA LANE

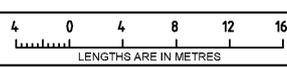
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SEE SHEET 20



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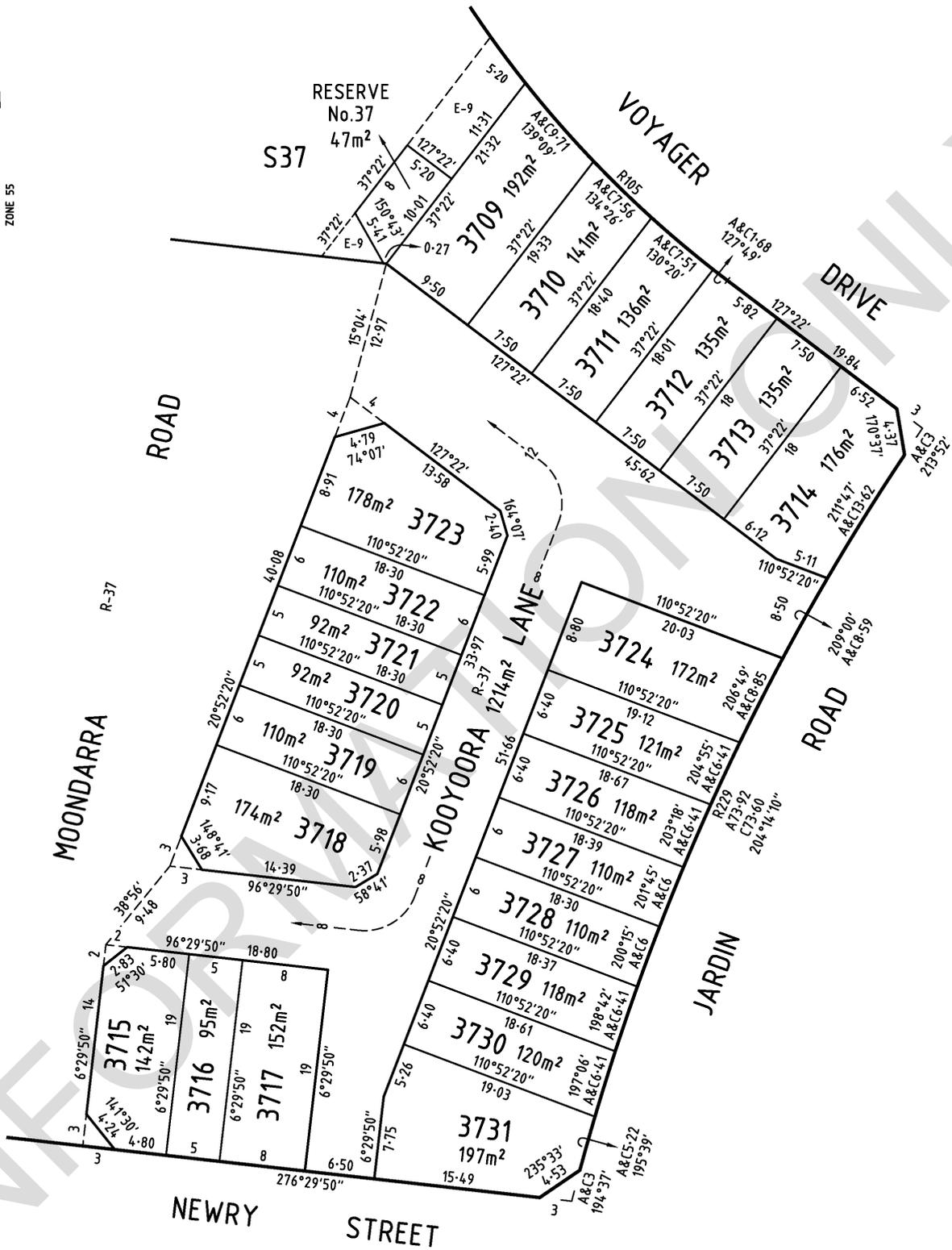
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SEE SHEET 19

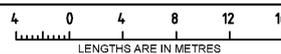


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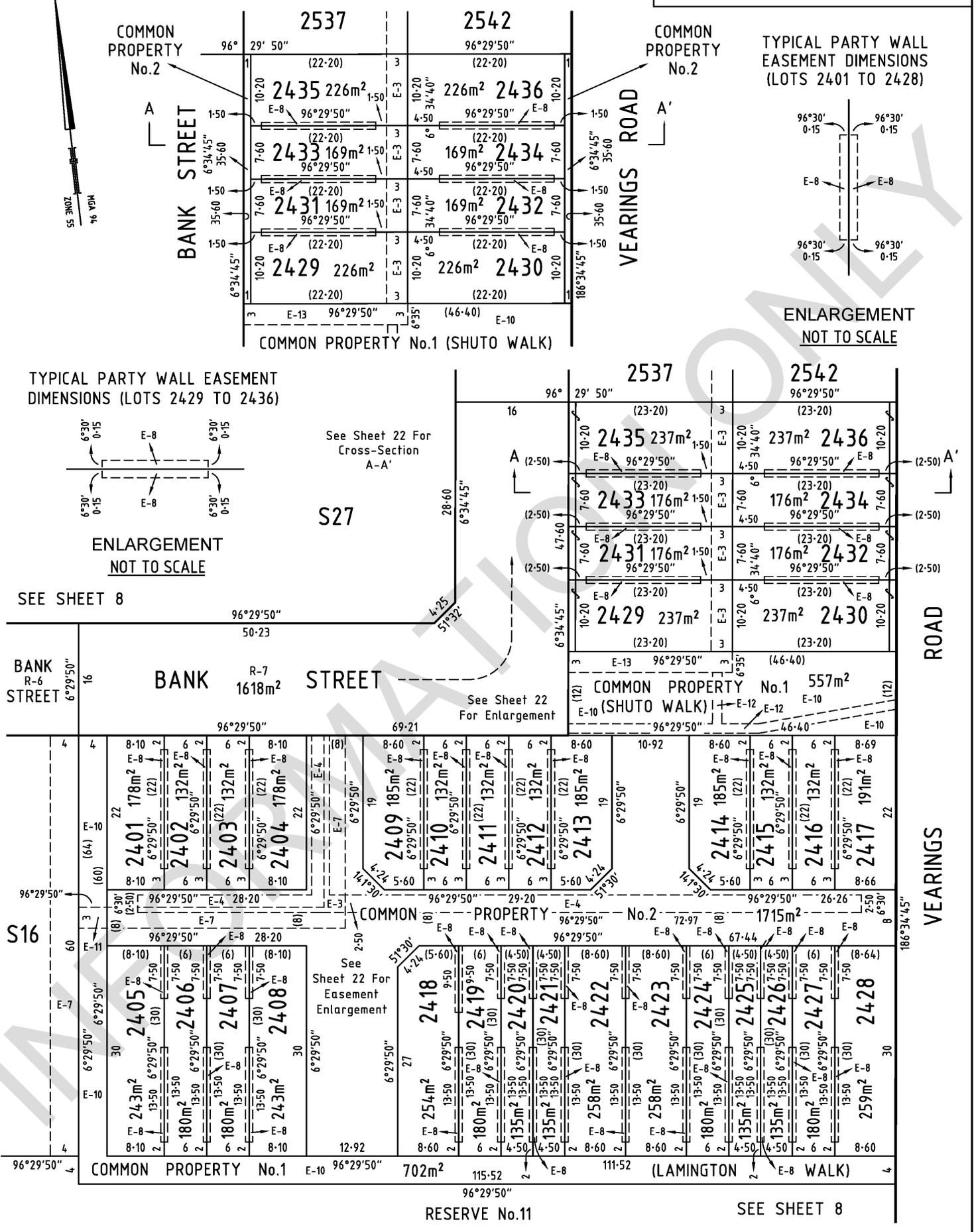
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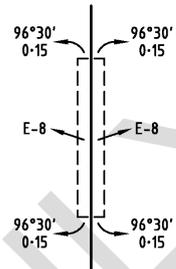
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LOWER GROUND LEVEL

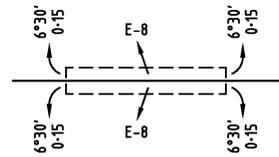


TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2401 TO 2428)



ENLARGEMENT NOT TO SCALE

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2429 TO 2436)



ENLARGEMENT NOT TO SCALE

SEE SHEET 8

See Sheet 22 For Cross-Section A-A'

S27

BANK STREET R-6

BANK STREET R-7

ROAD

VEERINGS

S16

See Sheet 22 For Easement Enlargement

RESERVE No.11

SEE SHEET 8



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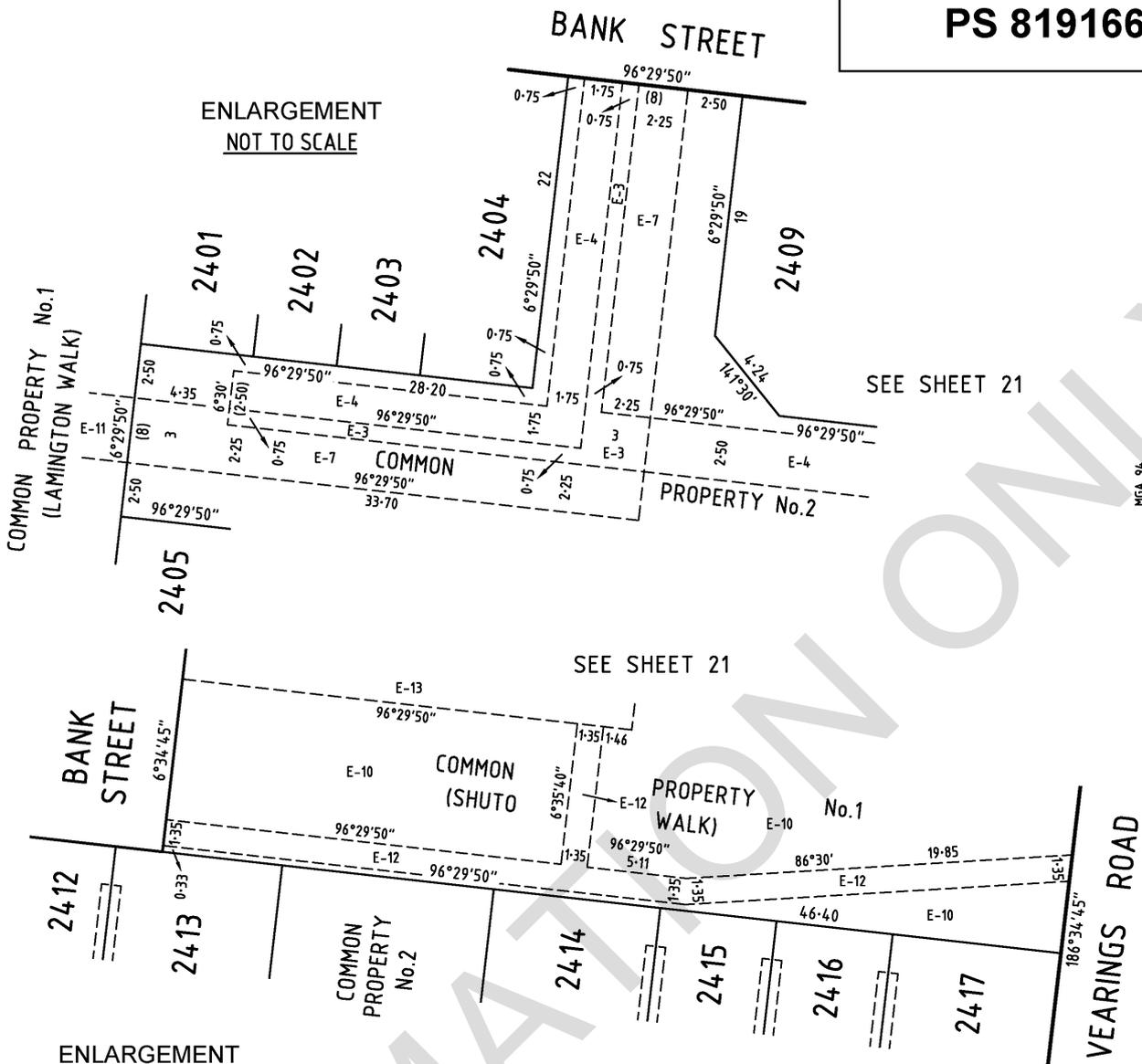
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SHEET 21

PS 819166Y

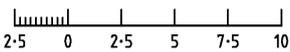


SEE SHEET 21

SEE SHEET 21

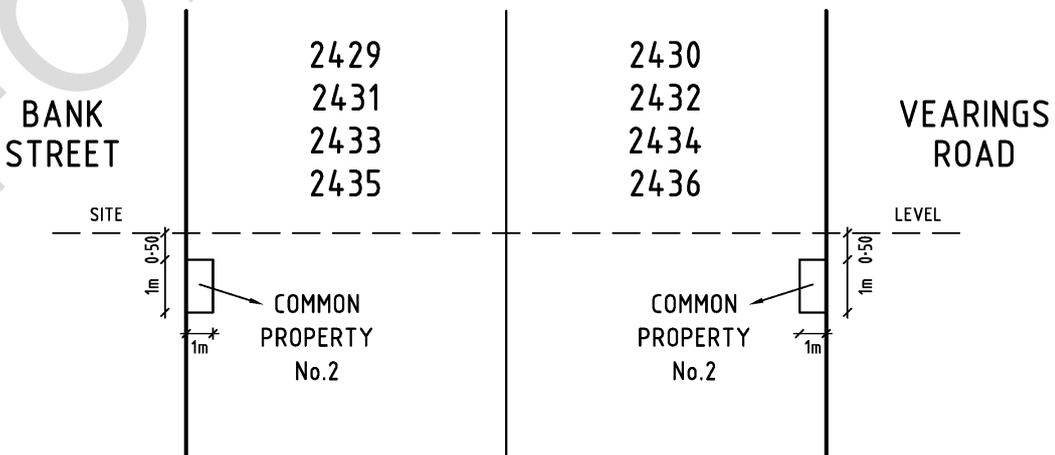
ENLARGEMENT

1:250



TYPICAL CROSS-SECTION A-A'

NOT TO SCALE



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SCALE
SEE ABOVE



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ORIGINAL SHEET
SIZE: A3

SHEET 22

PS 819166Y

SEE SHEET 25

SAPPORO ROAD
R-11

RESERVE
No.16

DRIVE

DRIVE

DRIVE

SEE SHEET 14

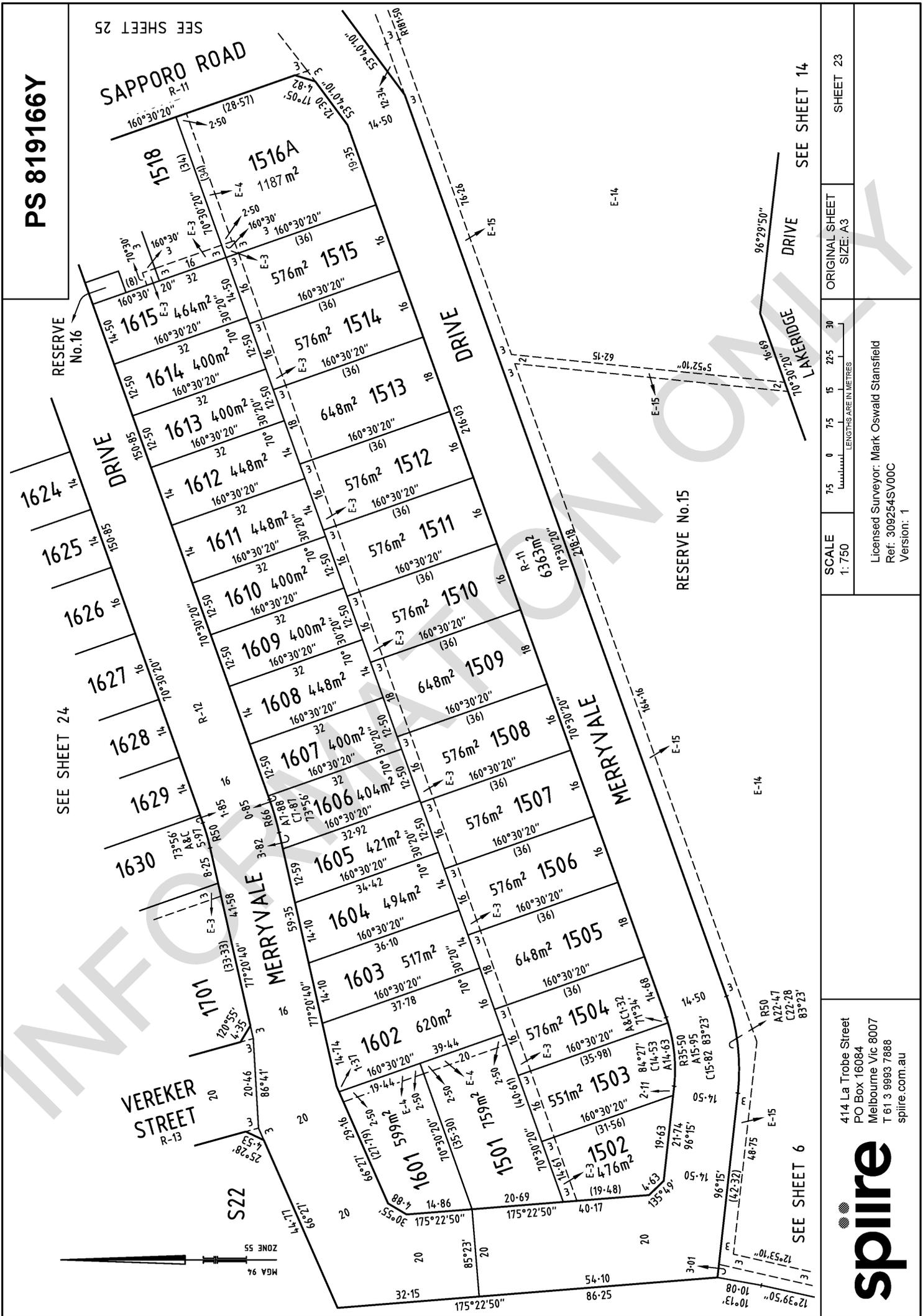
SHEET 23

ORIGINAL SHEET
SIZE: A3

SCALE
1:750

LENGTHS ARE IN METRES

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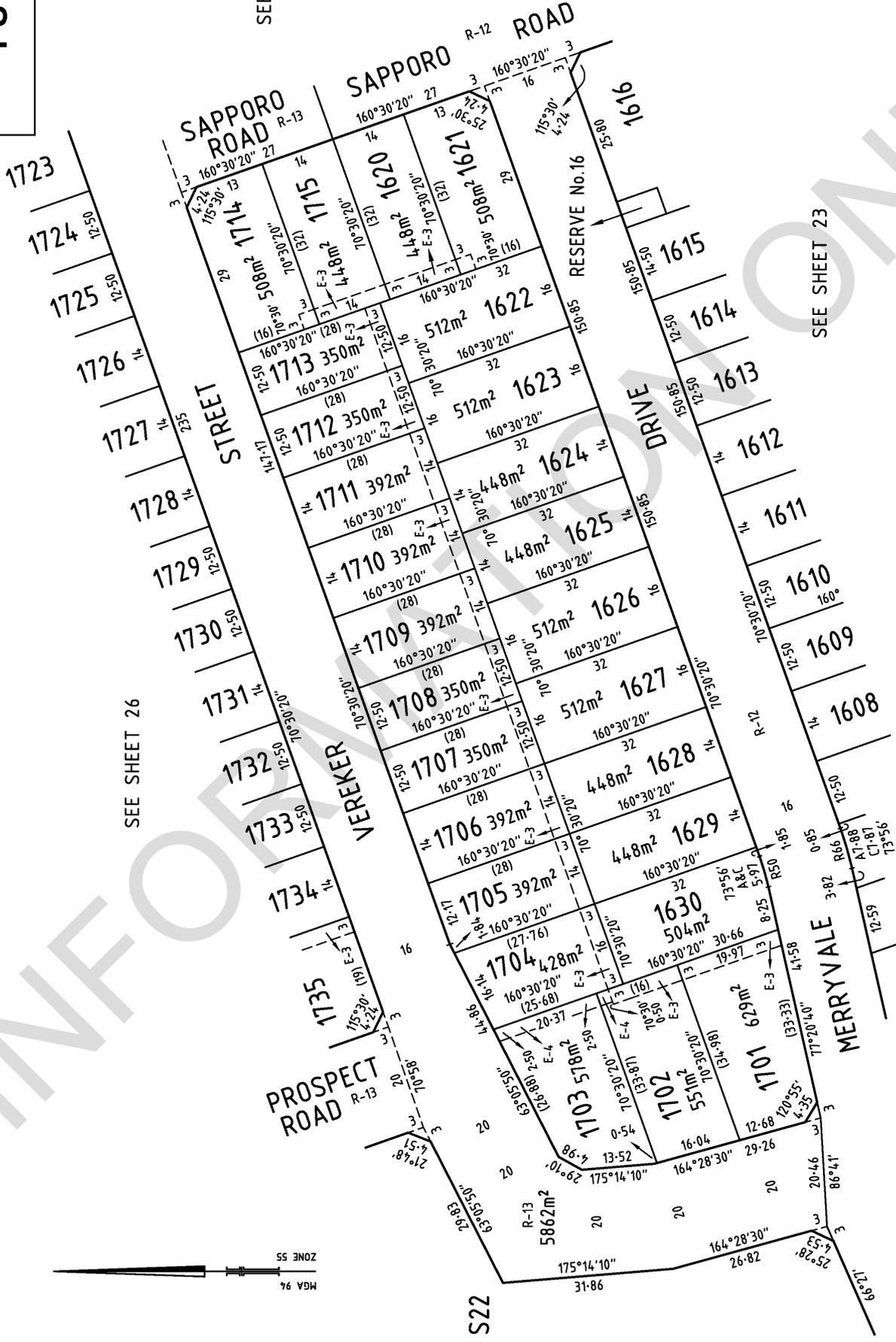
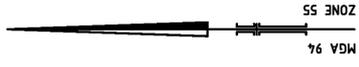
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PS 819166Y

SEE SHEET 25

SEE SHEET 23

SEE SHEET 26

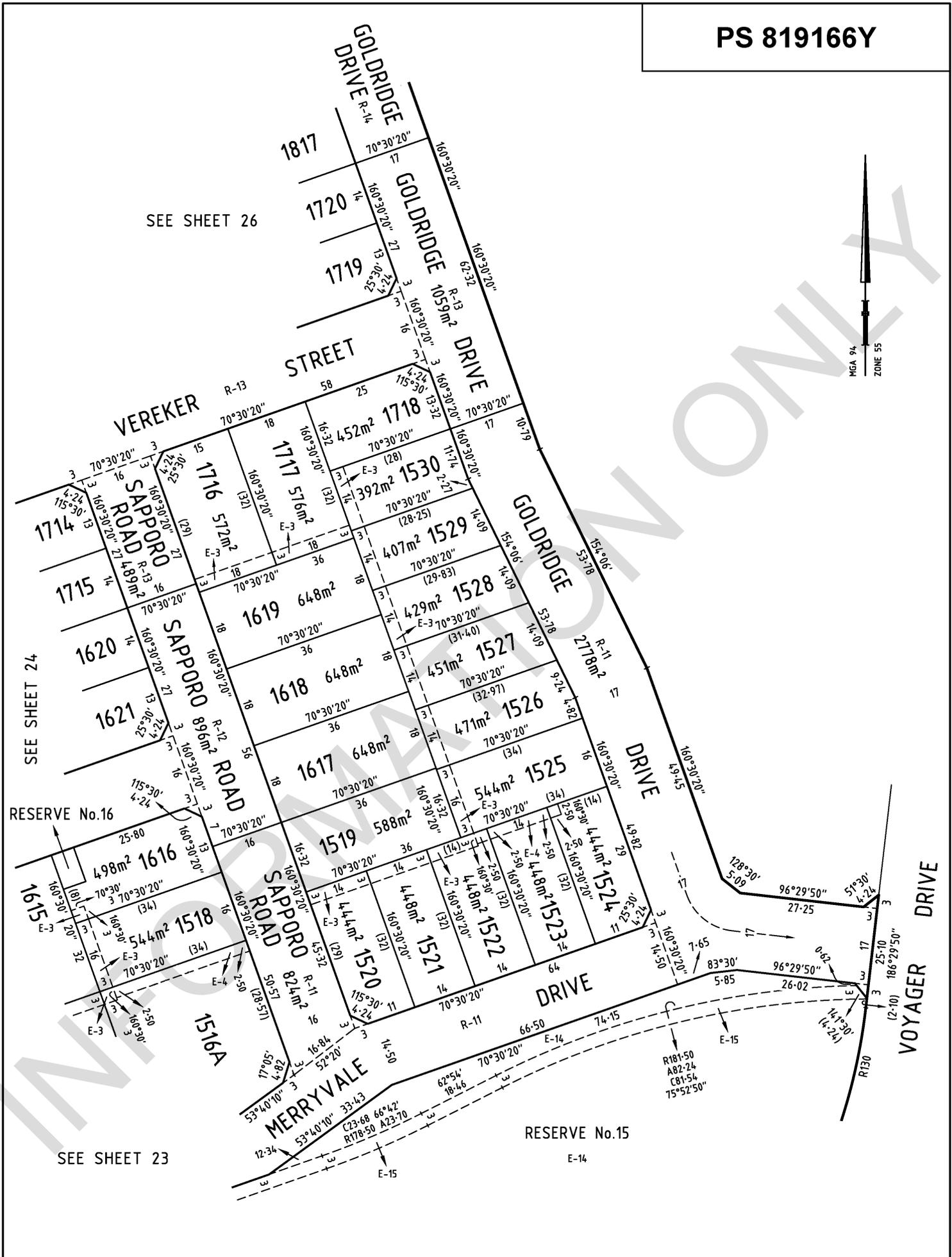


SCALE 1:750	75 0 75 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 24
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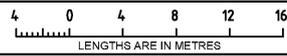
SEE SHEET 24

SEE SHEET 23



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SCALE
 1: 400

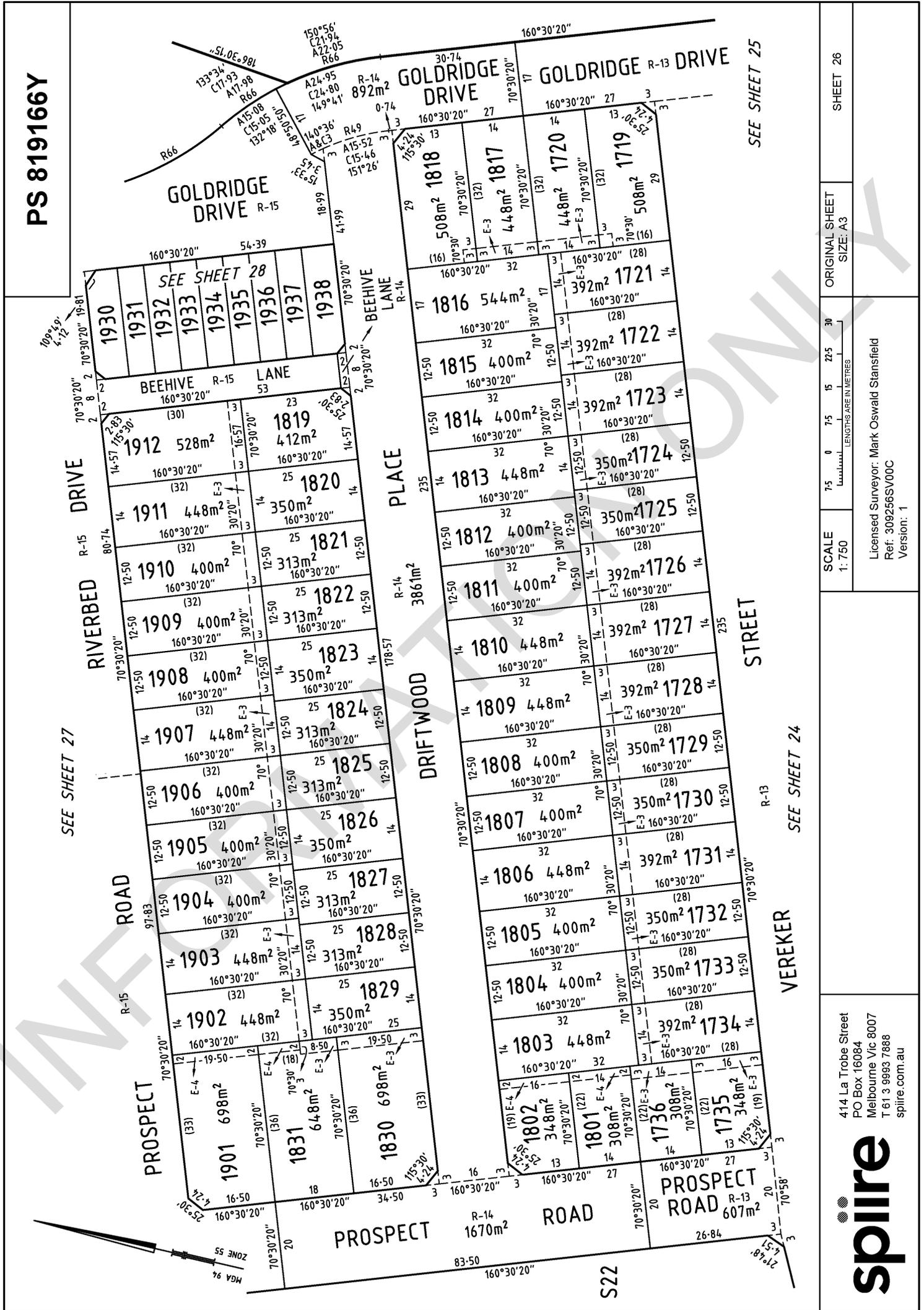


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 Version: 1

ORIGINAL SHEET
 SIZE: A3

SHEET 25

PS 819166Y



SCALE 1:750	75 0 75 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 26
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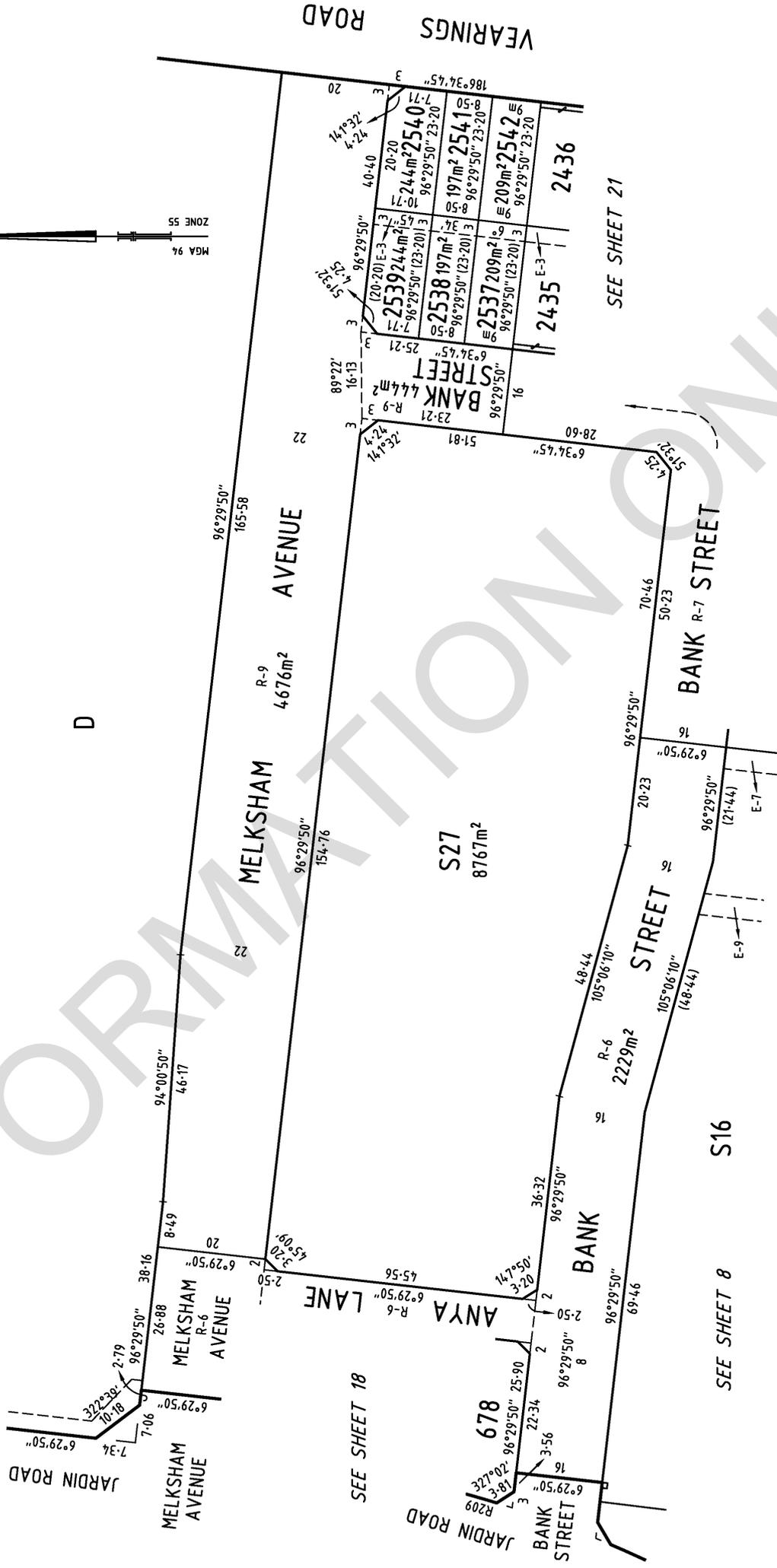
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PS 819166Y

SEE SHEET 8

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SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 30
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SEE SHEET 8

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CREATION OF RESTRICTION No. 1

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 401 to 491 (both inclusive)

Land to be Burdened: Lots 401 to 491 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5864.

CREATION OF RESTRICTION No. 2

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 401 to 491 (both inclusive)

Land to be Burdened: Lots 401 to 491 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 3

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 590 and 591

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 4

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 501 to 591 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6141.

CREATION OF RESTRICTION No. 5

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 501 to 589 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 6

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 631 and 632

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

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CREATION OF RESTRICTION No. 7

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 601 to 621 and 624 to 637 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA7346.

CREATION OF RESTRICTION No. 8

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 601 to 621, 624 to 630 and 633 to 637 (all inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 9

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 638 to 670 (both inclusive)

Land to be Burdened: Lots 643 and 644

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 10

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 638 to 670 (both inclusive)

Land to be Burdened: Lots 638 to 670 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6722.

CREATION OF RESTRICTION No. 11

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 638 to 670 (all inclusive)

Land to be Burdened: Lots 638 to 642 and 645 to 670 (all inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 12

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3501 to 3504 (both inclusive)

Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 13

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Land to be Burdened: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9645.

CREATION OF RESTRICTION No. 14

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Land to be Burdened: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 15

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3601 to 3608 (both inclusive)

Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

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CREATION OF RESTRICTION No. 16

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9688.

CREATION OF RESTRICTION No. 17

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 18

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3701 to 3731 (both inclusive)

Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

 <p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>			ORIGINAL SHEET SIZE: A3	SHEET 36
	Licensed Surveyor: Mark Oswald Stansfield Ref: 309039SV03C Version: 1			

CREATION OF RESTRICTION No. 19

PS 819166Y

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 401 to 492, 501 to 591 and 638 to 670 (all inclusive)
Land to be Burdened: Lot 492

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 20

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 671 to 678 (both inclusive)
Land to be Burdened: Lots 671 to 678 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 21

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 22

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

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

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.

CREATION OF RESTRICTION No. 23

PS 819166Y

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 2537 to 2542 (both inclusive), S27 and D
Land to be Burdened: Lot D

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 24

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 25

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 26

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

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

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.

CREATION OF RESTRICTION No. 27

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 28

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 29

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3708 (both inclusive)

Description of Restriction:

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

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.



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 Ref: 309039SV03C
 Version: 1

ORIGINAL SHEET
 SIZE: A3

SHEET 39

CREATION OF RESTRICTION No. 30

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 31

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 671 to 678 (both inclusive)
Land to be Burdened: Lots 671 to 678 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 32

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)
Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof;

- (i) Construct any garage on a lot less than 5 metres from the road alignment at the front of the lot.
- (ii) Construct any garage on a lot with a width of 10 metres or less measured at the front wall of the dwelling, other than a single garage opening where access is proposed from the lot frontage.
- (iii) Construct a dwelling on a lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it become available.
- (iv) Construct a dwelling on a lot with side frontages to footpaths or open spaces within the subject land unless a minimum of two (2) storeys in height, and with habitable room windows at the second storey fronting to the footpaths or open spaces.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 33

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)
Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code, November 2019" (Type A) unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 34

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)
Land to be Burdened: Lots 2401 to 2428 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof;

- (i) Construct a dwelling on a lot with a frontage to the internal immediately abutting Owners Corporation Common Property No.2

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 35

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)
Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;

CREATION OF RESTRICTION No. 36

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The Design Assessment Panel with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9757.

CREATION OF RESTRICTION No. 37

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

PS 819166Y**CREATION OF RESTRICTION No. 38**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9774.

CREATION OF RESTRICTION No. 39

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield
Ref: 309039SV03C
Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 43

CREATION OF RESTRICTION No. 40

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1901 to 1938 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010103.

CREATION OF RESTRICTION No. 41

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1901 to 1929 (both inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 42

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1930 to 1938 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code, November 2019 (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code, November 2019 (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction shall cease after the issue of a Certificate of Occupancy for the whole of the dwelling on the lot.



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SHEET 44

PS 819166Y**CREATION OF RESTRICTION No. 43**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3101 to 3164 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010241.

CREATION OF RESTRICTION No. 44

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3101 to 3118, 3121 to 3145, 3147, 3154 and 3164 (all inclusive)

Description of Restriction:

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

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot less than 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 45

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3119, 3120, 3146, 3148 to 3153 and 3155 to 3163 (all inclusive)

Description of Restriction:

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



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SIZE: A3

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CREATION OF RESTRICTION No. 46

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2537 to 2542 (both inclusive)
Land to be Burdened: Lots 2537 to 2542 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 47

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 2537 to 2542 (both inclusive)
Land to be Burdened: Lots 2537 to 2542 (both inclusive)

Description of Restriction:

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



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 Melbourne Vic 8007
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 spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield
 Ref: 309039SV03C
 Version: 1

ORIGINAL SHEET
 SIZE: A3

SHEET 46

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS819166Y**

MASTER PLAN (STAGE 1) REGISTERED DATE 15/01/2020 TIME 2:59 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S4	LOTS S8,C LOT501-591,R2,RES 2 & RES 3	STAGE PLAN	PS819166Y/S2	04/05/20	2	H.L.
LOT S5	LOTS S31, T & R30	STAGE PLAN	PS819166Y/S30	07/12/20	3	KL
LOT S8	LOTS S9, 638-670, R3, RES 4 & RES 5	STAGE PLAN	PS819166Y/S3	07/12/20	3	KL
LOT S2	LOT S10, LOT 492, R4, RES 6 & RES 7	STAGE PLAN	PS819166Y/S4	29/01/21	4	S.A
LOT S3	LOTS S35, 3501-3504	STAGE PLAN	PS819166Y/S35	5/02/21	5	YL
LOT S35	LOTS S36, 3601-3608	STAGE PLAN	PS819166Y/S36	5/02/21	6	YL
Lot S9	Lots S14, 601-621 624-637, R5, Reserve 9 -10	Stage Plan	PS819166Y/S5	03/06/21	7	DS
LOT S10	E-80	CREATION OF EASEMENT	AU396403T	28/05/21	8	CV
LOTS S6 & S7	LOTS 671 - 678, ROAD R6 RESERVE 8	STAGE PLAN	PS819166Y/S6	11/8/21	9	RH
LOTS 671 - 678 (B1)		VARIATION OF EASEMENT	AV366004U	25/03/22	10	BP
S11 & S12	S13, S15, Lot D, R7 Res 11, 12 & 19	STAGE PLAN	PS819166Y S7 & S9	16/11/22	11	TM
S36	Lots 3701 - 3731, S37, Road R37 and Res.37	STAGE PLAN	PS819166Y/S37	19/01/23	12	JBHB
LOT S13	LOTS 2401-2436, CP 2 & ADDITIONAL CP1	STAGE PLAN	PS819166Y/S8	06/04/23	13	KL
LOT S15	LOT S40 & S41	STAGE PLAN	PS819166Y/S29	10/07/23	14	KN
LOT S14	LOTS 1501-1530, ROAD R11, RESERVE NO.15 AND STAGE LOT S17	STAGE PLAN	PS819166Y/S15	15/11/23	15	RR
LOT S17	LOTS 1601 to 1630, Road R-12 & Reserve No.16	STAGE PLAN	PS819166Y/S16	23/11/23	16	HJR
LOT S18	LOTS 1701-1736, S20 & ROAD R-13	STAGE PLAN	PS819166Y/S19	4/03/24	17	AR



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 13/10/2025 01:19:03 PM

Status	Registered	Dealing Number	AT850886X
Date and Time Lodged	10/12/2020 11:52:06 AM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

12180/313

Transferor(s)

Given Name(s)	SHOBHA VINAYAK
Family Name	SAWANT

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 300000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	ZEINAB
Family Name	ATWAL
Address	
Street Number	45
Street Name	HERON
Street Type	DRIVE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	MICKELHAM
State	VIC
Postcode	3064

Duty Transaction ID
4967818

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	ZEINAB ATWAL
Signer Name	SRIMATHI SARDAVO WICKRAMASURIYA LAHANDA WICKRAMASURIYAGE
Signer Organisation	TERRA FIRMA CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	10 DECEMBER 2020

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	SHOBHA VINAYAK SAWANT
Signer Name	ANTHONY SAMMASSIMO
Signer Organisation	ANTHONYS SOLICITORS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 DECEMBER 2020

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Z Atwal
12 Treeton Drive
WOLLERT VIC 3750

Assessment number: **1095538**



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **747850CFAN**

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

Instalment 1

\$448.92

Due By 30/09/2025

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

Instalment 2 **\$445.00**

Due By 30/11/2025

Instalment 3 **\$445.00**

Due By 28/02/2026

Instalment 4 **\$445.00**

Due By 31/05/2026

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

OR

Lump sum **\$1,783.92**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



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

Property Details 12 Treeton Drive WOLLERT VIC 3750

LOT 432 PS 819166Y

Owner: Atwal, Zeinab

Ward: Ganbu Gulinj

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$340,000	\$650,000	\$32,500
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 650,000 x 0.00017300	\$112.45
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

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

Council Rates And Charges

General rate 32,500 x 0.04728680	\$1,536.82
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Rates pensioner concession	-\$316.00
Total	\$1,783.92

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

How to pay

whittlesea.vic.gov.au



Phone **1300 301 185**



Council Offices

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157
Ref: 1095538

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 10955384

Pay in person at any post office:

131 816 or postbillpay.com.au

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



*350 10955384



*350 10955384

Payment – instalments/lump sum

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

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

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

Payment plans

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

Financial hardship

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

Interest on late payments

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

Assessments with a current payment plan are not charged interest.

Allocation of payments

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

Rate capping

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

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

Date rates declared

17 June 2025

Emergency services and volunteers fund

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

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

Pension rebate

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

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

Health care cards are not accepted.

Farm land and single farming enterprise

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

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

Objection to the valuation

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

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

Objection to a rate or charge

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

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

Direct debit

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

Accepted payment methods

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

Change of name/address

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

Waste vouchers

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

Privacy statement

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

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,536.82
Farm*	0.02837208	\$922.09

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



**City of
Whittlesea**

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

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

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

✉ Locked Bag 1, Bundoora MDC VIC 3083

@ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

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

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

Your quarterly bill



Emailed to: zeinab.atwal@hotmail.com
MS Z ATWAL
22 ISLINGTON ST
WOLLERT VIC 3750

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

Account number 97 1867 0372
Invoice number 9717 6467 47395
Issue date 7 Aug 2025
12 TREETON DR
Property address WOLLERT
Property reference 5228508, PS 819166
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$227.32
Payment received thank you	-\$227.32
Balance carried forward	\$0.00
This bill	
Usage charges	\$123.10
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Adjustments	
Pension and concession rebate	-\$93.79
Total this bill (GST does not apply)	\$227.29
Total balance	\$227.29



Recycled water is available.

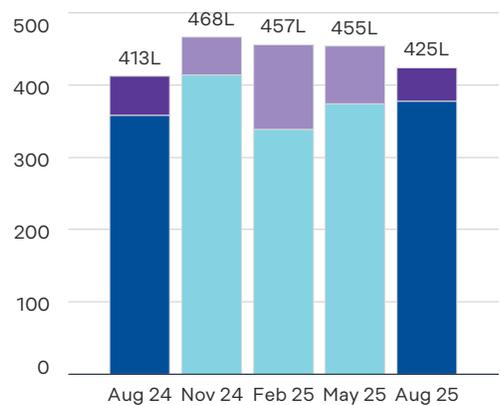
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.

Your concession has been applied to this bill.



Your household's daily water use

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



Average use in litres per day

■ Water ■ Recycled water

Your daily spend

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

This bill **\$2.90**

Last year **\$2.84**



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: **033-885**
Account number: **971877482**



BPAY®

Bill code: **344366**
Ref: **971 8670 3727**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **9717 6467 47395**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 971764674739 5

MS Z ATWAL

Account number 97 1867 0372
Invoice number 9717 6467 47395
Total due **\$227.29**
Due date **28 Aug 2025**
Amount paid \$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD28706 (Recycled Water)	100kL -	96kL =	4kL
From 12 May 2025 - 7 Aug 2025			(87 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
12 May 2025 - 30 Jun 2025	2.253kL x	\$1.9259 =	\$4.34
1 Jul 2025 - 7 Aug 2025	1.747kL x	\$1.9681 =	\$3.44
Total	4.000kL		\$7.78

Meter number	Current reading	Previous reading	Usage
YATD111100	508kL -	475kL =	33kL
From 12 May 2025 - 7 Aug 2025			(87 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
12/05/2025 - 30/06/2025			
Step 1 (0-440 litres per day)	18.586kL x	\$3.4342 =	\$63.83
01/07/2025 - 07/08/2025			
Step 1 (0-440 litres per day)	14.414kL x	\$3.5724 =	\$51.49
Total	33.000kL		\$115.32
Total usage charges			\$123.10

Price changes are effective from 1 July 2025.

Your charges explained

- **Recycled water usage charge**
12 May 2025 - 7 August 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
12 May 2025 - 7 August 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2025 - 30 September 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2025 - 30 September 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 July 2025 - 30 September 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 July 2025 - 30 September 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

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

Contact us

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

Next meter reading:

Between 7-14 Nov 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

🔗 Learn more at yvwm.com.au/performance

Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

🔗 Learn more at yvwm.com.au/prices



ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maninder Singh
21 Botanic Rise
CRAIGIEBURN 3064

Client Reference:

NO PROPOSALS. As at the 13th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

12 TREETON DRIVE, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 13th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

From www.planning.vic.gov.au at 13 October 2025 01:41 PM

PROPERTY DETAILS

Address: **12 TREETON DRIVE WOLLERT 3750**
 Lot and Plan Number: **Lot 432 PS819166**
 Standard Parcel Identifier (SPI): **432\PS819166**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1095538**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 388 C10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

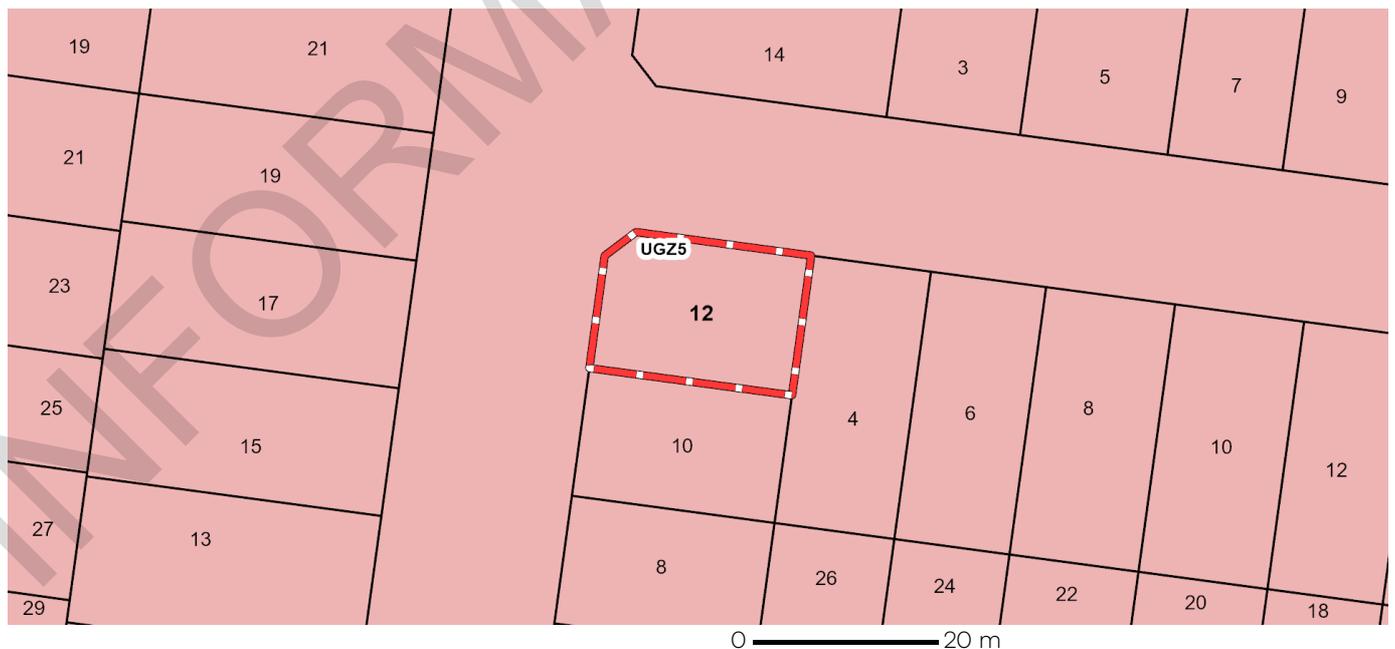
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

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



UGZ - Urban Growth

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

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

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

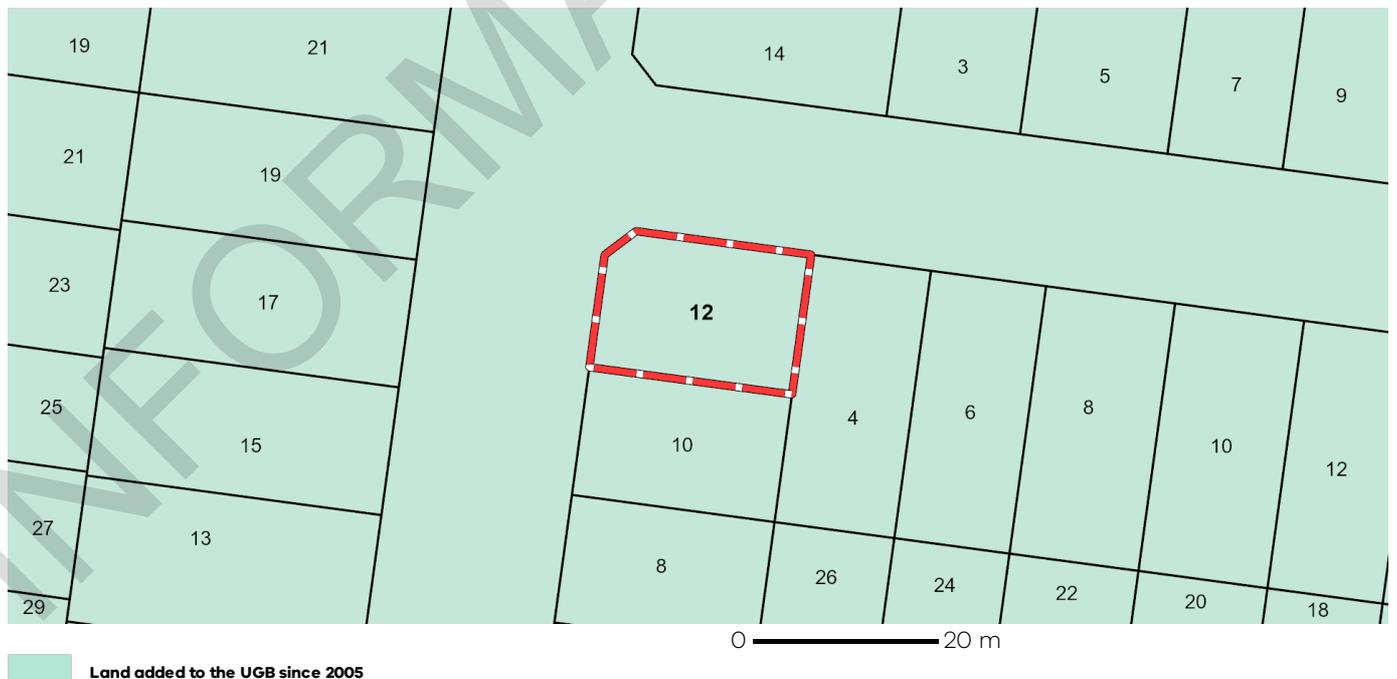
Planning Overlay

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



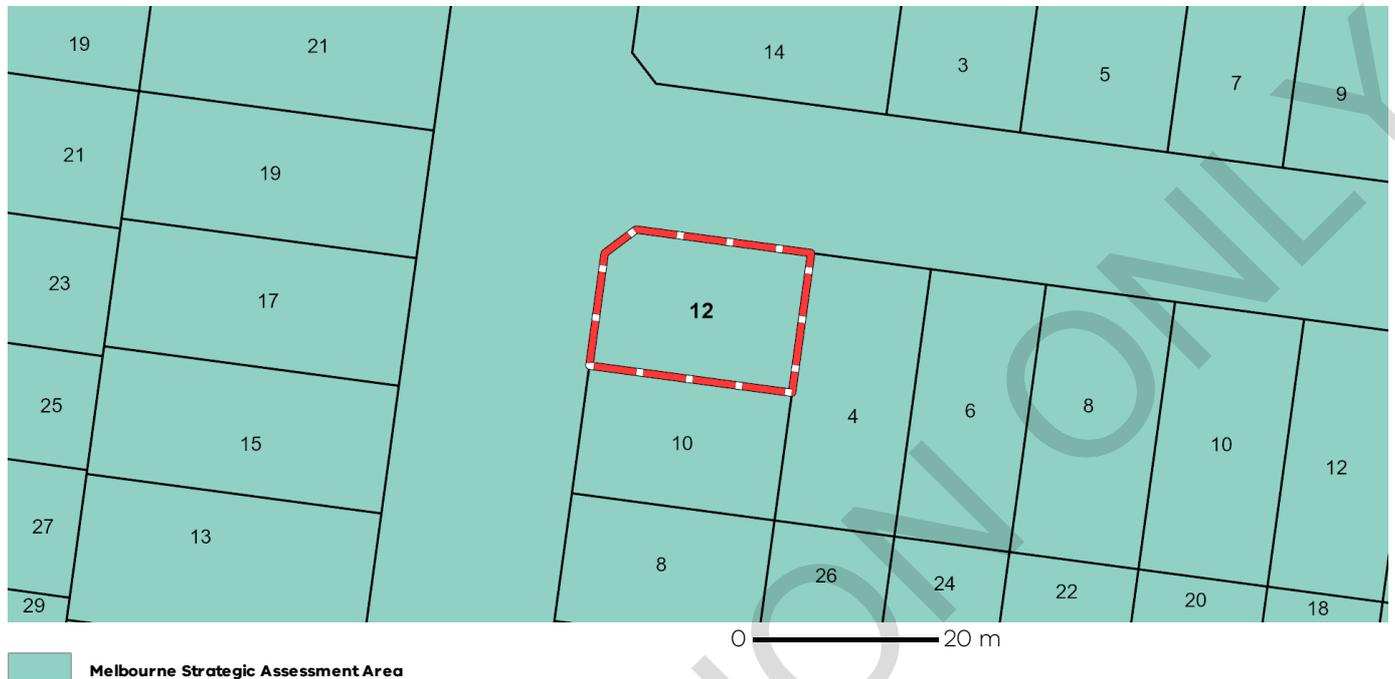
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 9 October 2025.

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

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

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

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

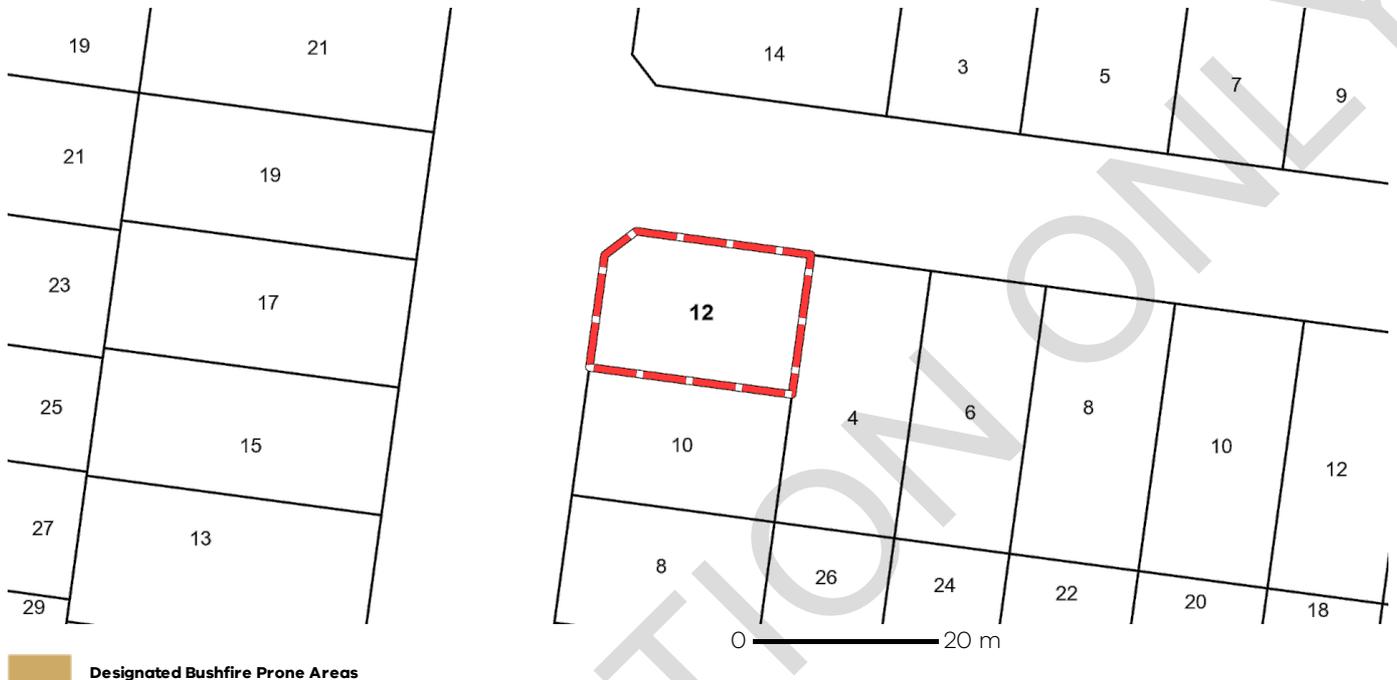
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 13 October 2025 01:41 PM

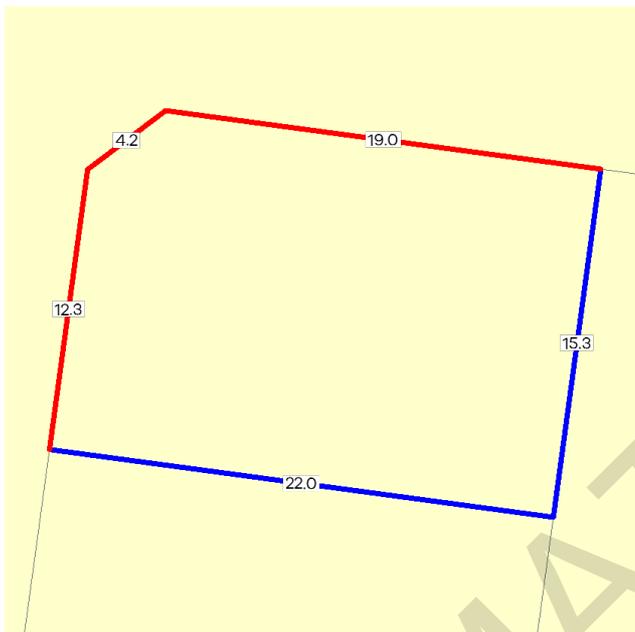
PROPERTY DETAILS

Address: **12 TREETON DRIVE WOLLERT 3750**
Lot and Plan Number: **Lot 432 PS819166**
Standard Parcel Identifier (SPI): **432\PS819166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1095538**
Directory Reference: **Melway 388 C10**

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: 333 sq. m

Perimeter: 73 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/3065294621663

Issue to

Agent of Owner: **Zeinab Atwal**
Postal Address: **4/5 Heron Drive, MICKLEHAM VIC**
Email: abbas.alkasim@icloud.com
Address for serving or giving of documents:
4/5 Heron Drive, MICKLEHAM VIC
Contact Person: **Zeinab Atwal**

Postcode: **3064**
Telephone: **0432 623 734**

Postcode: **3064**
Telephone: **0432 623 734**

Ownership Details

Owner: **Zeinab Atwal**
Postal Address: **4/5 Heron Drive, MICKLEHAM VIC**
Email: abbas.alkasim@icloud.com
Contact Person: **Zeinab Atwal**

Postcode: **3064**

Telephone: **0432 623 734**

Property Details

Number: **12** Street/Road: **Treeton Drive** Suburb: **Wollert** Postcode: **3750**
Lot/s: **432** LP/PS: **819166Y** Volume: **12180** Folio: **313**
CA: **n/a** Section No: **n/a** Parish: **Wollert** County: **n/a**
Municipal District: **Whittlesea City Council**

Builder

Name: **Vicarc Building Group PTY LTD**
Telephone: **0402 601 075**
Registration no.: **CDB-U 59400**
Postal Address: **PO BOX 2121, MEADOW HEIGHTS VIC**
Postcode: **3048**

Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Paras Deliyannis	Draftsperson - Building Design (Architectural)	DP-AD 16500
Basil Giliana	Engineer - Civil	EC 47189

Details of Domestic Building Work Insurance

Name of Builder: **Vicarc Building Group PTY LTD**
Name of Issuer or Provider: **HIA Insurance Services PTY LTD**
Policy Number: **C593997**
Policy cover: **\$242,000.00**

Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA Vol.2 2019**
Stage of Building Work Permitted: **Entire - Dwelling & Garage**
Cost of Building Work: **\$242,000.00**
Total floor area of new building work m²: **197**

BCA Classification

Part of Building: **Entire Dwelling**
Part of Building: **Associated Garage**

Class: **1a(a)**

Class: **10a**

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rain water tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Prescribed Reporting Authorities

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Whitehorse

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 30 March 2022

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

This building work must be completed by 30 March 2023

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

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name: **Opes Permits Pty Ltd**
Address: **824 Pascoe Vale Road, GLENROY VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **CBS-U 66127**
Municipal district: **Whittlesea City Council**

Designated Building Surveyor

Name: **Oktay Ozelik**
Permit no.: **CBS-U 66127/3065294621663**
Building practitioner registration no.: **BS-L 68228**
Date of issue of permit: **30 March 2021**
Signature:



FORM 16
 Regulation 192
Building Act 1993
 Building Regulations 2018

Occupancy Permit
 Project Number: 20210380

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/3065294621663

Property Details

Address:	12 Treeton Drive, Wollert Vic 3750		
Lot:	432	LP/PS:	819166Y
CA:	n/a	Volume:	12180
Municipality:	Whittlesea City Council	Parish:	Wollert
		Section:	n/a
		Folio:	313
		County:	n/a

Building permit details

Building permit number: CBS-U 66127/3065294621663
Version of BCA applicable to building permit: BCA Vol.2 2019

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa & Roof 0.25 kPa
 Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 1

Performance Solutions

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rain water tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Whitehorse

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pre-Slab Inspection	07/06/2021
Slab-Steel Inspection	17/06/2021
Frame Inspection	13/10/2021
Final Inspection	15/02/2022

Relevant Building Surveyor:

Name:	Oktay Ozcelik
Address:	824 Pascoe Vale Road, GLENROY VIC 3046
Email:	admin@opesbs.com.au
Building practitioner registration no.:	BS-L 72286
Municipal district name:	Whittlesea City Council
Certificate no.	CBS-U 66127/3065294621663 - Occupancy Permit
Date of issue:	21 February 2022
Date of final inspection	15 February 2022
Signature:	

Domestic Building Insurance

Certificate of Insurance

Zeinab Atwal
45 Heron Dr
MICKLEHAM
VIC 3064

Policy Number:
C593997

Policy Inception Date:
26/03/2021

Builder Account Number:
006283

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 432 Treeton Dr WOLLERT VIC 3750 Australia**

Carried out by the builder: **VICARC BUILDING GROUP PTY LTD**

Builder ACN: **169556076**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Zeinab Atwal**

Pursuant to a domestic building contract dated: **20/11/2020**

For the contract price of: **\$ 242,000.00**

Type of Cover: **Cover is only provided if VICARC BUILDING GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

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

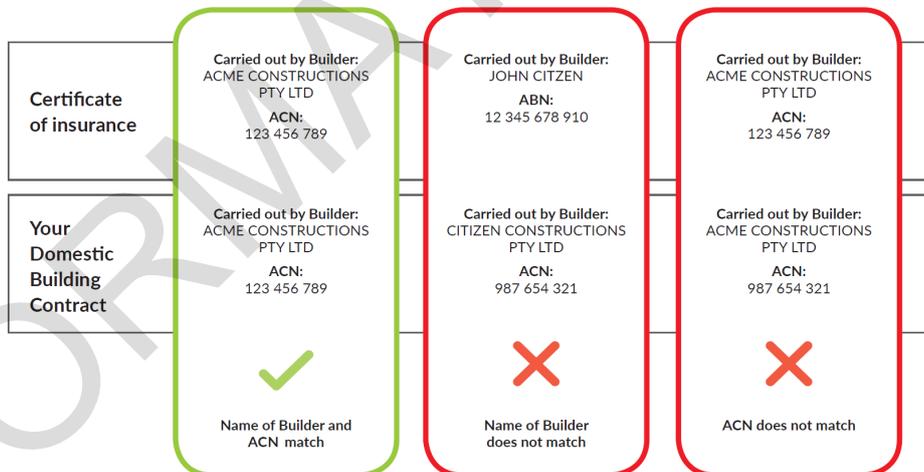
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,255.00
GST:	\$125.50
Stamp Duty:	\$138.05
Total:	\$1,518.55

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

Owners Corporation No.	Owners Corporation No. 1 PS819166Y	
Prepared for:	Lot 432	12 Treeton Drive Wollert VIC 3750
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Zeinab Atwal	
Purchaser:	Not Known	
Applicant:	Zeinab Atwal	
Applicant Reference:	None Provided	
<p>IMPORTANT: The information in this certificate has been issued on 16 October 2025</p> <p>The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p>		
<p>This Certificate has been issued for Lot 432 on Owners Corporation No. 1 PS819166Y</p>		

- The annual fee for the current financial year ending **30/06/2026** for the lot is **\$TBC** payable on a quarterly basis.

The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General Meeting and may be subject to change depending on the budget set each year.

Due Date	Description	Amount
01/07/2025	Pre-Issue OC Fee for period 01.07.2025 – 30.09.2025	\$252.45
01/10/2025	Pre-Issue OC Fee for period 01.10.2025 – 31.12.2025	\$252.45
01/01/2026	OC Fee for period 01.01.2026 – 31.03.2026	\$TBC
01/04/2026	OC Fee for period 01.04.2026 – 30.06.2026	\$TBC
	Total:	\$TBC

- The fees are paid up until **31/12/2025**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **Nil**
Please refer to the attached Current Owner Account Statement for a detailed breakdown.
- The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
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Nil	Nil	Nil
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5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:
None known as of the date of this certificate.

6. The Owners Corporation has the following insurance cover:
Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency

Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation.

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.

8. The total funds held by the Owners Corporation as at **16 October 2025** are:

Fund	Amount
Administrative Fund	\$44,273.18

9. The Owners Corporation **does not** have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and/or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and/or any insurance policy premium, if required a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.

10. As of **16 October 2025** there is a total amount of **\$74,291.21** of fees and levies owing to the Owners Corporation in arrears.
It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:
The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

- **Club Rathdowne Limited (ACN 632 420 798) – Lease Agreement**
- **Quantum United Management – Management Agreement**

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:

The registered proprietor of title effected by the Owners Corporation is an 'Owner Member' of Club Rathdowne Limited (ACN 632 420 798). The Company maintains and administers the operation and use of the Residents Leisure Centre facilities known as 'Club Rathdowne' and any other land in respect of the Rathdowne Project Land which it has been agreed to writing by the company to maintain on behalf of the

Owners Corporation for the benefit of its Members and any other persons who are authorised to use such pursuant to the terms of the Constitution.

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
None as of the date of this certificate.
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
- **Vendors are to handover any/all access proximity swipe access cards to Club Rathdowne that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.**
 - **Nature Strip Maintenance (Lots 101 to 699): All lots within Stages 1 to 6 are responsible for the maintenance of their nature strip(s) effective 01/12/2022. All other lot nature strips are currently being maintained by the developer until further notice.**

IMPORTANT:

As an owner within Rathdowne, there are various governing documents attached to your title requiring each owner to ensure the construction of their home complies with the Rathdowne Design Guidelines. Both Quantum and the owners corporation are not responsible for enforcing the Design Guidelines.

For further information refer to your contract of sale and/or sales agent.

18. The following attachments are linked to this certificate:
- Attachment 1: Minutes of the last Annual General Meeting
 - Attachment 2: Owners Corporation Insurance Certificate of Currency
 - Attachment 3: Owners Corporation Model Rules
 - Attachment 4: Owners Corporation Registered Rules
 - Attachment 5: Owners Corporation Building & Design Guidelines
 - Attachment 6: Change of Owner Details Form
 - Attachment 7: Club Rathdowne Lease

All information provided within this certificate is correct to the best of our knowledge as of the date it has been issued and is strictly valid on its day of issue.

An update on this certificate will be provided (items 1 – 5) for a fee of \$50.00 incl. GST within 60 days of the issue date. Once expired, an application must be made for a new certificate.

Content contained therein in this certificate may be subject to change without notice and furthermore, no other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 1 PS819166Y by:



Vanessa Bryant

Dated: **16 October 2025**

In the capacity as Owners Corporation Manager pursuant to the instrument of delegation made by the Owners Corporation.

Quantum United Management Pty Ltd
ABN 69 202 124 813
Suite 12, Level 2, 100 Overton Road
WILLIAMS LANDING VIC 3027
Phone: 03 8360 8800
Email: rathdowne@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.