

Contract of sale of land

Property: 4 Vineyard Circuit, Yarrowonga VIC 3730

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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

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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/...../2024

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/...../2024

Print names(s) of person(s) signing: **Jason Farrugia and Cathrine Farrugia as Directors of Holleea Pty Ltd**
ACN 657 423 688

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Elders Real Estate
Address: 48 Belmore Street Yarrowonga Vic 3730
Email: Leigh.ramsdale@elders.com.au
Tel: 57439500 Mob: 0408385150 Fax: Ref: Leigh Ramsdale

Vendor

Name: Holleea Pty Ltd
ABN/ACN: A.C.N. 657 423 688

Vendor's legal practitioner or conveyancer

Name: De Maria & Associates Pty Ltd
Address: Level 1, Suite 111, 95 Hazel Glen Drive, DOREEN VIC 3754
PO Box 153, Doreen VIC 3754
Email: property@demariaandassociates.com.au
Tel: 03 9717 5277 Mob: Fax: 03 9717 5278 Ref: DC:CM:2024/1325

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 12495 Folio 713	2118	902067N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 Vineyard Circuit, Yarrawonga VIC 3730

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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.*

1. Land Identity

- 1.1. The Purchaser admits that the Land offered for sale and inspected by the Purchaser is identical with that described in the Title particulars given in this Contract.
- 1.2. Any fence or wall purporting to be a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary of the Land, the Purchaser will not have any claim on that ground against the Vendor.
- 1.3. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

2. Condition of Land

- 2.1. The Purchaser acknowledges that the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition and state of repair subject to all faults both latent or patent except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

3. Disclosure

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

4. Public Auction (if applicable)

- 4.1. The property is offered for sale by public auction, subject to the Vendor's reserve price. the Rules for the conduct of the auction shall be set out in the copy of Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* attached hereto.
- 4.2. The bidder to whom the property is knocked down shall immediately upon the fall of the hammer sign this Contract and pay the deposit to the Agent. If after twenty (20) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the property or have any interest legal or equitable in the property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

5. Warranties and Representations

- 5.1. The Purchaser acknowledges that the Vendor's Agent has acted as Agent for the Vendor and that no representation or warranty to the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon by the Purchaser and that no such information, representation or warranty has in fact been relied upon by the Purchaser, and the Purchaser further agrees that this Contract is the sole and full repository of the agreement made.
- 5.2. The Vendor will not provide a certificate of occupancy as it is not a legal requirement to do so.
- 5.3. The Purchaser will be responsible for the connection and or transfer of all services to the property and will bear all costs associated with such connection and or transfer.
- 5.4. The Vendor makes no representation that the services referred to in the Vendor Statement are adequate for the Purchaser's proposed use of the property and the Purchaser should make appropriate enquiries of service providers. The

provision of services may change between Day of Sale or Date of Contract and the Settlement Date or payment of the balance of the price and the Vendor makes no representation that the provision of the services will remain the same between the Date of Sale or Date of Contract and the Settlement Date or payment of the balance price.

6. Planning and Other Use or Development Restriction

- 6.1. The land is sold and the Purchaser buys subject to any and all restrictions, conditions and controls as to planning, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit contained in or made pursuant to any such legislation, including without limitation any planning instruments referred to in the Vendor's Statement. No such restrictions, conditions or controls (nor any breach or non-compliance with any of them) shall constitute a defect in the Vendor's title or otherwise give rise to any claim against the Vendor, and the Purchaser shall not make any requisition in respect of such matters.
- 6.2. The Purchaser acknowledges and agrees that the Vendor makes no warranties or representations about whether the Land may be used for any particular purpose, and the Purchaser acknowledges and agrees that it shall not and is not entitled to:
 - 6.2.1. take any objection or make any requisition or claim any compensation in respect of; or
 - 6.2.2. rescind, terminate or delay settlement as a consequence of the ability or in-ability to use the Land for any particular purpose.
- 6.3. General Condition 5 does not apply to this Contract.

7. Guarantee

- 7.1. In the event the Purchaser is a company:
 - 7.1.1. the due performance of this Contract shall be guaranteed personally by each of the directors of the said Company and the Company shall procure that all of the directors shall execute the form of Guarantee annexed to and forming part of this Contract simultaneously with the execution of this Contract by the Purchaser; and
 - 7.1.2. each person who signs this Contract on behalf of the Purchaser will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if that person had been personally named as the Purchaser in the Contract.
- 7.2. General Condition 3 does not apply to this Contract.

8. Nomination

- 8.1. If the Purchaser nominates in accordance with General Condition 4, the nomination must be in the form then endorsed by the Law Institute of Victoria and submitted to the Vendor's solicitors, and if the nominee is a Company the nomination must be accompanied by a Guarantee in the form annexed to and forming part of this Contract duly executed by each of the directors of the said nominee Company.
- 8.2. The Purchaser may nominate a substitute or additional purchaser not less than 14 days prior to the settlement date and the Purchaser must pay the Vendor's costs of \$250 plus GST for each and every Nomination by the Purchaser. These costs must be included in the Statement of Adjustments and paid at settlement.
- 8.3. The Purchaser indemnifies and will keep indemnified the Vendor against all liability for the payment of any duty plus penalties and interest (if any) which becomes or may become payable in respect to any transfer or other instrument of conveyance of the whole or any part of the Land to the Purchaser or to any substituted or additional Purchaser.

9. Purchaser Failing to Complete

- 9.1. The Purchaser acknowledges that the Vendor has given notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date for settlement under the Contract, the Vendor will or may suffer the following losses, costs and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract.
 - 9.1.1. the costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance; and/or
 - 9.1.2. interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement under this Contract; and/or
 - 9.1.3. accommodation expenses necessarily incurred by the Vendor; and/or
 - 9.1.4. legal costs and expenses on a Solicitor and own client basis; and/or
 - 9.1.5. penalties payable or discounts lost by the Vendor through any delay in completion of the Vendors purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties).

10. Interest Payable on Default

- 10.1. If the Purchaser defaults in the payment of any monies under this Contract the Purchaser shall pay to 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

computed on the money overdue during the period of default and without limiting any other rights of the Vendor pursuant to this Contract.

10.2. General Condition 33 does not apply to this Contract.

11. Stamp Duty – Purchasers Buying Unequal Shares

11.1. The Purchaser shall be liable for all stamp duty payable on the Transfer of Land and the Purchaser shall indemnify the Vendor against all claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this Contract including any nomination of a substitute or additional Purchaser or the Transfer of Land.

11.2. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records, at the date of sale, the proportions in which they are buying the property ("the proportions").

11.3. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

11.4. The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

11.5. This Special Condition will not merge on completion.

12. Swimming Pool (if Applicable)

12.1. The Purchaser notes that the Vendor makes no warranties regarding the Swimming Pool/Spa and Fencing, and that the Purchaser is satisfied with their own inspections/investigations regarding the same.

12.2. In the event that an unfenced and/or non-compliant and/or unregistered swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or fencing certification to be renewed or otherwise protected or compliance requirements are to be satisfied, the Purchaser warrants that it shall, at its own expense, comply with the provision of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water and complete any works and obtain any Permit /Approvals /Certificates, etc required to ensure compliance of the relevant laws.

12.3. The Purchaser warrants that it shall, at its own expense obtain the Certificate of Registration for the private swimming pool/spa/other water body located on the land and the Certificate of Pool Barrier Compliance after settlement.

12.4. The Purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price or request the Vendor to carry out any works for:

12.4.1. any alleged non-compliance of the swimming pool, spa or other body of water and/or fencing with Building Act 1993 and the Building Regulations 2006 and any other laws, the Building Code of Australia or any other regulations, rules or local laws; and/or

12.4.2. the state of repair, condition or quality of the swimming pool, spa or other body of water and/or fencing; and/or

12.4.3. Certificate of Registration for the private swimming pool/spa/other water body and the Certificate of Pool Barrier Compliance.

12.5. The Purchaser hereby indemnifies and keeps indemnified the Vendor against any losses that may Occur from the Purchasers non-compliance of Special Condition 12.

12.6. This special condition does not merge at settlement.

13. Solar Panel (if applicable)

13.1. The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

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

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

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

14. Self-Contained Smoke Alarms

- 14.1. 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 Purchasers cost and expense.

15. Foreign Acquisition

- 15.1. The Purchaser warrants that in the event that he or she is a person as defined by (Section 27A) of the Foreign Acquisitions & Takeovers Act 1975 (Cth) all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages be recoverable from the Purchaser.
- 15.2. If the Purchaser breaches such warranty the Vendor may rescind the contract and retain the deposit and any interest and the Purchaser must indemnify, hold harmless and keep indemnified the Vendor against any loss or claim that the Vendor suffers or incurs as a result of any breach of the special condition.

16. Miscellaneous and Interpretation

- 16.1. In this Contract, unless the context otherwise requires:

16.1.1. the singular shall be deemed to include the plural and vice versa;

16.1.2. where there is more than one person named as the Purchaser, all covenants, conditions, obligations, undertakings, acknowledgements and agreements on their part shall bind them jointly and severally to this Contract;

16.1.3. in the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance; and

16.1.4. the provisions of this Contract shall not merge on or by virtue of settlement of this Contract.

17. Land Tax

- 17.1. As of the 1 January 2024 General Condition 23.2 (b) is no longer applicable, Land tax is not an adjustable item.

18. Changes to GC 23

- 18.1 General For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

19. Changes to GC 28

- 19.1 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

GUARANTEE

If the Purchaser shall be or include a Company, the Company will upon execution hereof procure the execution by each of its Directors of this "Guarantee" set out hereunder:

WE,

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the Land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase moneys or interest, or other moneys payable to the Vendor by the Purchaser under the within Contract, or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser, we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase moneys, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest or other moneys payable under the within Contract and all losses costs charges expenses whatsoever which the Vendors may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any moneys payable under the within Contract, or the conditions under the within Contract, or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties, would be for the provisions have the effect of releasing us, or executors or administrators

EXECUTED AS A DEED on the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of: _____)

Guarantor

Witness

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of: _____)

Guarantor

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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

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 GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Holleea Pty Ltd ACN 657 423 688, 110 The Esplanade, Caroline Springs VIC 3023

Property Address: 4 Vineyard Circuit, Yarrowonga VIC 3730

Lot: 2118 Plan of subdivision: 902067N

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 18 December 2024

Signed for an on behalf of the Vendor: *De Maria & Associates Pty Ltd*

Vendor Statement

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

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

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

Land	4 VINEYARD CIRCUIT, YARRAWONGA VIC 3730
------	---

Vendor's name	Holleea Pty Ltd ACN 657 423 688	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		
Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

Due Diligence Checklist Register Search Statement Volume 12495 Folio 713 Copy Plan PS902067N Instrument AU935464V Planning Property Report Property Report City of Moira Land Information Certificate North East Water Information Statement	Vic Roads Property Certificate State Revenue Office Land Tax Certificate Building Permit Final Inspection Occupancy Permit Builders Warranty Insurance
--	---

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12495 FOLIO 713

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LAND DESCRIPTION

Lot 2118 on Plan of Subdivision 902067N.
PARENT TITLE Volume 12494 Folio 420
Created by instrument PS902067N 15/08/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HOLLEEA PTY LTD of 5 WEDGE-TAILED COURT STRATHTULLOH VIC 3338
AX204402W 30/08/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS902067N 15/08/2023
Expiry Date 30/06/2031

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU935464V 21/10/2021

DIAGRAM LOCATION

SEE PS902067N 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: 4 VINEYARD CIRCUIT YARRAWONGA VIC 3730

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS902067N
Number of Pages (excluding this cover sheet)	4
Document Assembled	20/11/2024 14:30

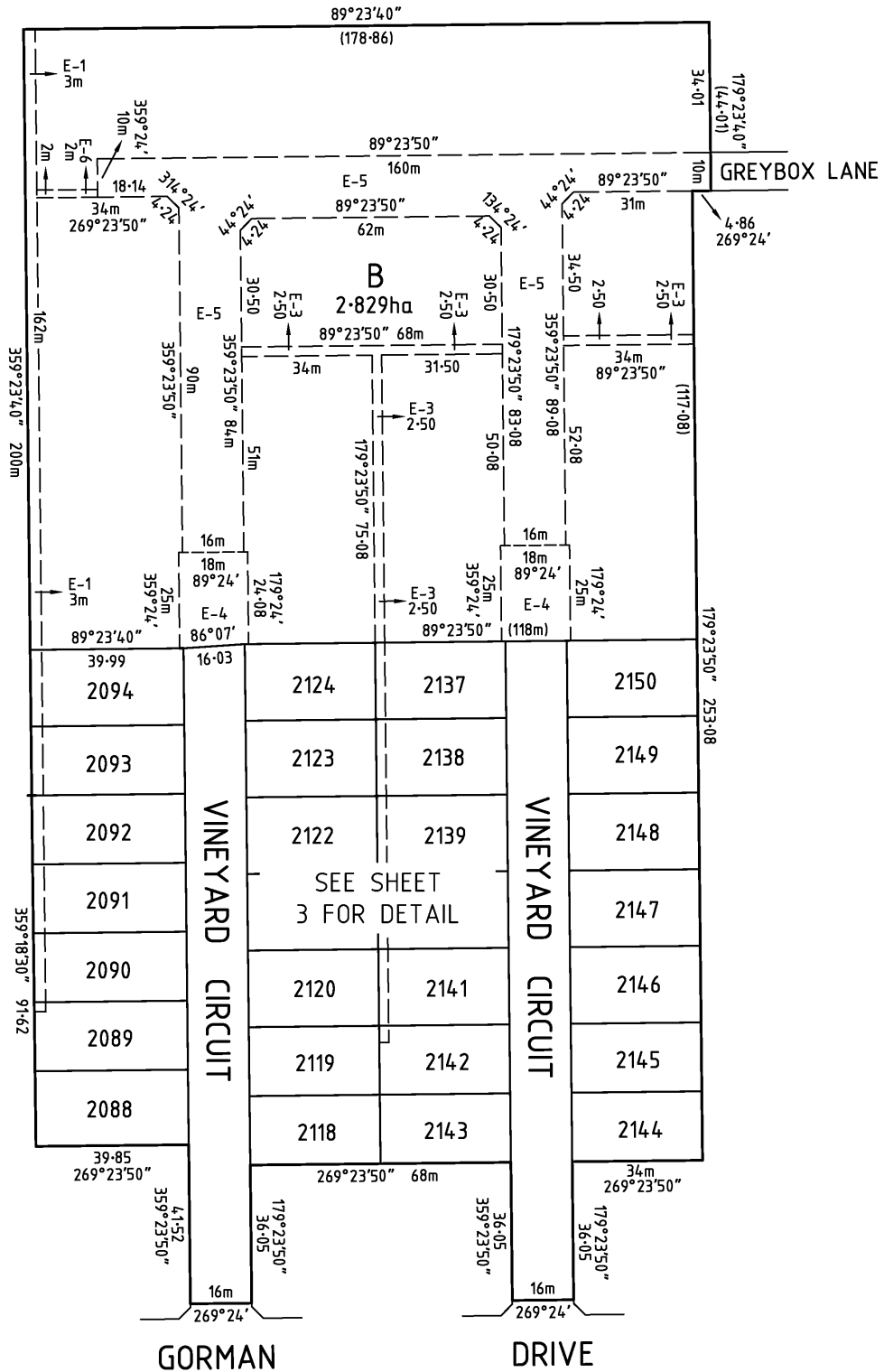
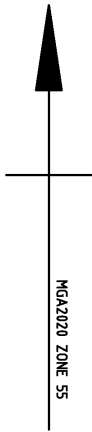
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PLAN OF SUBDIVISION			EDITION 1	PS902067N
LOCATION OF LAND PARISH: YARRAWONGA CROWN ALLOTMENT: 26^B(PART) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: LOT A, PS902066Q POSTAL ADDRESS: WOODS ROAD (at time of subdivision) YARRAWONGA, 3730 MGA CO-ORDINATES E: 411 250 ZONE: 55 (at approx centre of land N: 6013 200 GDA2020 in plan)			Council Name: Moira Shire Council Council Reference Number: 7/2021/152 Planning Permit Reference: 5/2020/223 SPEAR Reference Number: S183433T Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Travis John Basham for Moira Shire Council on 17/11/2022 Statement of Compliance issued: 03/08/2023 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement is to be satisfied in stage: 10	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 2087, 2095 TO 2117 AND 2125 TO 2136 HAVE BEEN OMITTED FROM THIS PLAN. <u>OTHER PURPOSES OF THIS PLAN</u> REMOVAL OF THAT PART OF EASEMENT E-9 ON PS902066Q THAT LIES WITHIN ROAD R1 ON THIS PLAN. <u>GROUND'S FOR REMOVAL OF EASEMENT:</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004. <u>CREATION OF RESTRICTIONS - SEE SHEET 4</u> AREA OF LAND IN THE PLAN: 5-283ha No. OF LOTS & AREA: 28 LOTS - 1-905ha ROADS - 5498m ² LOT B - 2-829ha	
ROAD R1	MOIRA SHIRE COUNCIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey STAGING This is not a staged subdivision. Planning Permit No. 5/2020/223 This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. 169				
GLANMIRE PARK ESTATE - STAGE 7W				
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 AND SEWERAGE	3	PS330606V	LAND IN PS330606V & SHIRE OF YARRAWONGA
E-1	DRAINAGE	3	PS330606V	MOIRA SHIRE
E-1	SEWERAGE	3	PS330606V	NORTH EAST REGION WATER AUTHORITY
E-2	SEWERAGE	3	PS619306A	NORTH EAST REGION WATER CORPORATION
E-3, E-5	SEWERAGE	SEE DIAGRAM	THIS PLAN	NORTH EAST REGION WATER CORPORATION
E-4	CARRIAGEWAY	SEE DIAGRAM	THIS PLAN	MOIRA SHIRE COUNCIL
E-4, E-5, E-6	DRAINAGE	SEE DIAGRAM	THIS PLAN	MOIRA SHIRE COUNCIL
Millar Merrigan Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001		SURVEYOR'S REF: 24538S7W 18/11/2021 Digitally signed by: Byron Page, Licensed Surveyor, Surveyor's Plan Version (3), 13/10/2022, SPEAR Ref: S183433T		ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 10:47AM DATE: 15/08/2023 J.QIN Assistant Registrar of Titles

PS902067N



SCALE 1:1250	12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE: A3	SHEET 2
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Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 24538S7W 18/11/2021

Digitally signed by: Byron Page, Licensed Surveyor,
Surveyor's Plan Version (3),
13/10/2022, SPEAR Ref: S183433T

Digitally signed by:
Moir Shire Council,
17/11/2022,
SPEAR Ref: S183433T

OTHER PURPOSE OF THIS PLAN - CREATION OF RESTRICTIONS

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

PS902067N

RESTRICTION No 1:

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

Burdened Land: Lots 2088 to 2094 (both inclusive), 2118 to 2124 (both inclusive) and 2137 to 2150 (both inclusive) on this plan.

Benefited Land: Lots 2088 to 2094 (both inclusive), 2118 to 2124 (both inclusive) and 2137 to 2150 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION:

The burdened land cannot be used except in accordance with the provisions recorded in Memorandum of Common Provisions AA7556.

Expiry date: 30/06/2031

Millar | Merrigan

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: **24538S7W** 18/11/2021

Digitally signed by: Byron Page, Licensed Surveyor,
Surveyor's Plan Version (3),
13/10/2022, SPEAR Ref: S183433T

ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by:
Moir Shire Council,
17/11/2022,
SPEAR Ref: S183433T



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 20/11/2024 02:30:03 PM

Status	Registered	Dealing Number	AU935464V
Date and Time Lodged	21/10/2021 10:58:59 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8470925

APPLICATION TO RECORD AN INSTRUMENT

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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12299/520

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MOIRA SHIRE COUNCIL
Address	
Property Name	MUNICIPAL OFFICES
Street Number	44
Street Name	STATION
Street Type	STREET
Locality	COBRAM
State	VIC
Postcode	3644



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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	MOIRA SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 OCTOBER 2021

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AU935464V
Number of Pages (excluding this cover sheet)	12
Document Assembled	20/11/2024 14:30

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Maddocks

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Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
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info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 80 Woods Road, Yarrawonga

Moirā Shire Council
and

Riverstown Pty Ltd
ACN 636 001 860

AU9354647



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Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

Name	Moira Shire Council
Address	44 Station Street, Cobram, Victoria
Short name	Council
Name	Riverstown Pty Ltd ACN 636 001 860
Address	Suite 1312, 401 Docklands Drive, Docklands, VIC 3008
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency under the Planning Scheme
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. Clause 53.01 applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area.
- F. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 5 of the Planning Permit.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, info@moira.vic.gov.au or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Estimated Cost means:

- (c) for the purpose of calculating the Plan Checking Fee, the estimated cost, as agreed by Council, of constructing the Public Works shown on the plans to be checked; and
- (d) for the purpose of calculating the Supervision Fee, the estimated cost, as agreed by Council, of constructing the Public Works to be supervised.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Open Space Land means that part of the Subject Land that with the written consent of Council may be provided to Council in lieu of a Public Open Space Contribution.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.



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Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for Public Works and which is payable at the rate of 0.75 per cent of the Estimated Cost.

Planning Permit means planning permit no. 5/2020/71, as amended from time to time, issued on 2 September 2020, authorising subdivision and removal of native vegetation on the Subject Land in accordance with the Endorsed Plan.

Planning Scheme means the Moira Shire Planning Scheme and any other planning scheme that applies to the Subject Land.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Public Open Space Contribution means the public open space contribution that the Owner is required to make in respect of the Subject Land being the equivalent of five (5) per cent of the value of the Subject Land in accordance with the requirement under the schedule to clause 53.01 of the Planning Scheme.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any obligation of the Owner set out in this Agreement has been undertaken to Council's satisfaction or deciding whether to give consent for anything this Agreement provides must not be done without the Council's consent.

Subject Land means the land situated at 80 Woods Road, Yarrawonga being the land referred to in certificate of title volume 12299 folio 520 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;



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- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

6.1 Public Open Space Contribution

The Owner covenants and agrees that:

- 6.1.1 Except with the prior written consent of Council, the Public Open Space Contribution must be paid before the issue of a Statement of Compliance;
- 6.1.2 if Council provides its prior written consent, a Statement of Compliance may be issued before payment of the Public Open Space Contribution, and in such circumstances, the date of the payment of the Public Open Space Contribution will be to a date determined by Council and to its reasonable satisfaction.
- 6.1.3 if Council provides its prior written consent, the Owner may provide the Public Open Space Contribution in the form of:



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- (a) five (5) per cent of the Subject Land by vesting the Open Space Land in Council unencumbered for municipal purposes; or
- (b) a combination of Open Space Land unencumbered and vested in Council for municipal purposes and a cash payment in lieu, the total value of which equates to the Public Open Space Contribution;

6.2 Responsibility for vesting of Open Space Land

6.2.1 If Open Space Land is to be vested in Council, the Owner:

- (a) must do all things necessary to give effect to the transfer of the Open Space Land to Council and enable the recording of the transfer of the Open Space Land to be made; and
- (b) is responsible for all costs and expenses (including legal expenses) associated with the transfer of any Open Space Land.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay to Council within 14 days after a written request for payment, any:

- 7.3.1 Plan Checking Fee; and
- 7.3.2 Satisfaction Fee.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;



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- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3.2; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.



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11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



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13. Ending of Agreement

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

AU9354647



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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of The Moira Shire Council was)
hereunto affixed this 27 day)
of September 2021 in the presence of:)



Allegre
Chief Executive Officer

Executed as a deed by Riverstown Pty Ltd ACN 636)
001 860 in accordance with s 127(1) of the)
Corporations Act 2001:

BY Michael Russell Colohan

Signature of Director

Liam Malachy Hynes

Signature of Director/Company Secretary

MICHAEL RUSSELL COLOHAN

Print full name

as Power of Attorney

LIAM MALACHY HYNES

Print full name

Mortgagee's Consent

RMBL Investments Ltd as Mortgagee under instrument of mortgage no. AU091924N consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

RMBL INVESTMENTS LIMITED (ACN 004 793 789) as Mortgagee pursuant to Registered Mortgages numbered AU091924N & AU748122T hereby consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by RMBL Investments Limited (A C N 004 493 789) by two of its duly appointed Attorneys pursuant to Power of Attorney dated 1 July 2021 and who declare that he/she has at the time of execution of this document no notice of its revocation.

Signature

Name of Attorney

Signature

Name of Attorney

AU93546

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 20 November 2024 02:30 PM

PROPERTY DETAILS

Address: **4 VINEYARD CIRCUIT YARRAWONGA 3730**
Lot and Plan Number: **Lot 2118 PS902067**
Standard Parcel Identifier (SPI): **2118\PS902067**
Local Government Area (Council): **MOIRA**
Council Property Number: **92365501**
Planning Scheme: **Moira**
Directory Reference: **Vicroads 668 F10**

www.moira.vic.gov.au

[Planning Scheme - Moira](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **North East Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **OVENS VALLEY**

OTHER

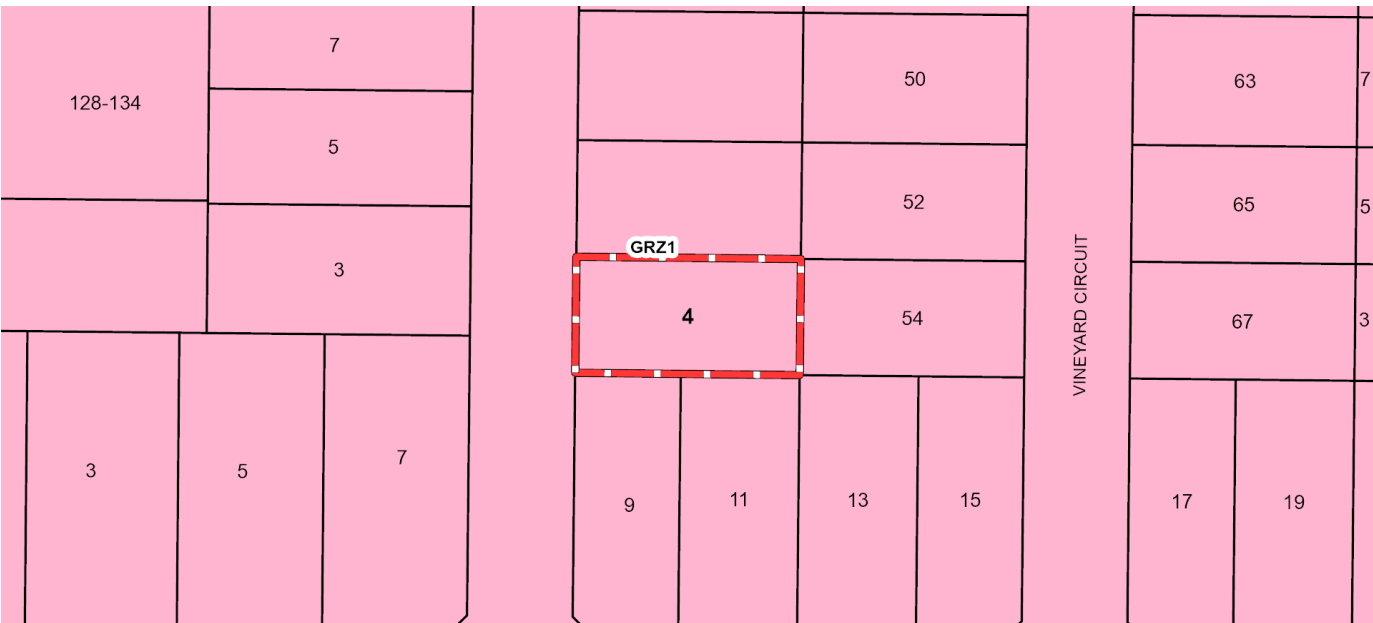
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY – SCHEDULE 7 \(DPO7\)](#)



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

Further Planning Information

Planning scheme data last updated on 18 November 2024.

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

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

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

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

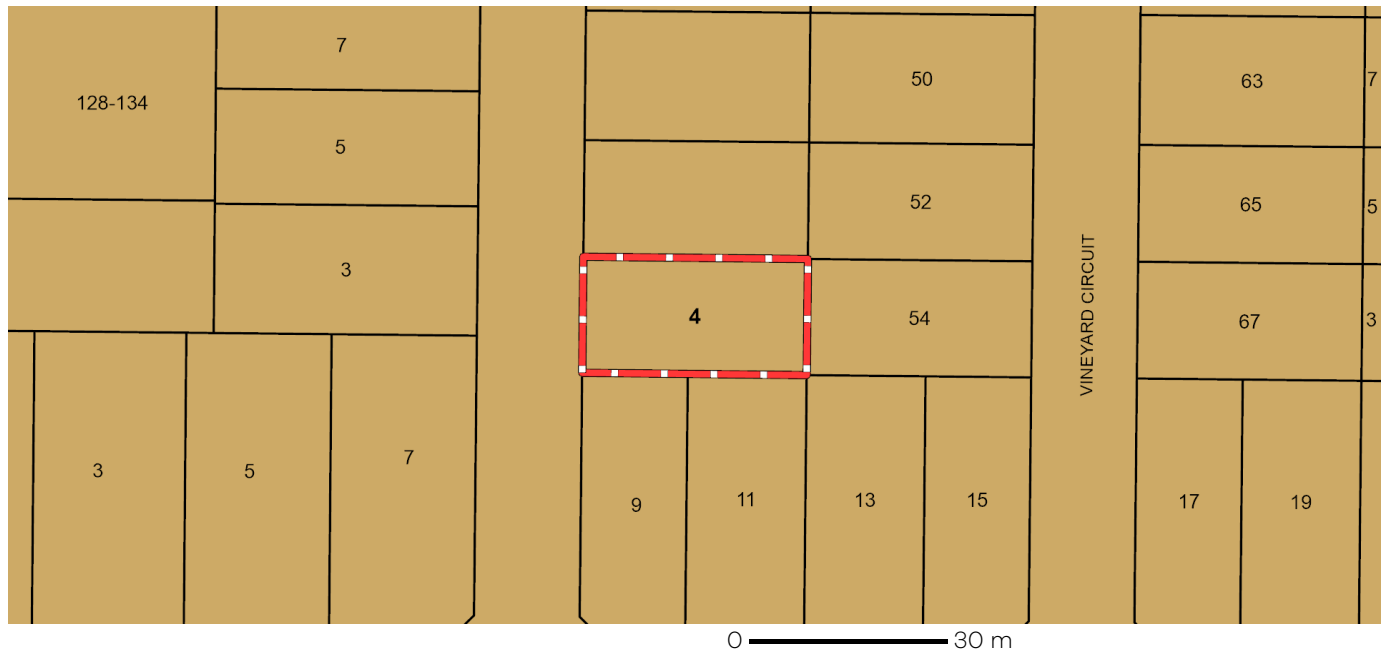
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 20 November 2024 02:28 PM

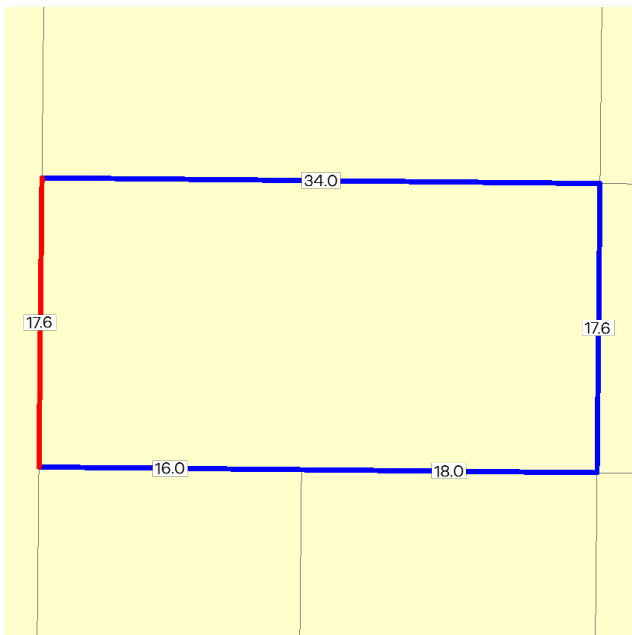
PROPERTY DETAILS

Address: **4 VINEYARD CIRCUIT YARRAWONGA 3730**
Lot and Plan Number: **Lot 2118 PS902067**
Standard Parcel Identifier (SPI): **2118\PS902067**
Local Government Area (Council): **MOIRA**
Council Property Number: **92365501**
Directory Reference: **Vicroads 668 F10**

www.moira.vic.gov.au

SITE DIMENSIONS

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



Area: 599 sq. m

Perimeter: 103 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: **Goulburn-Murray Water**
Urban Water Corporation: **North East Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **OVENS VALLEY**

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.

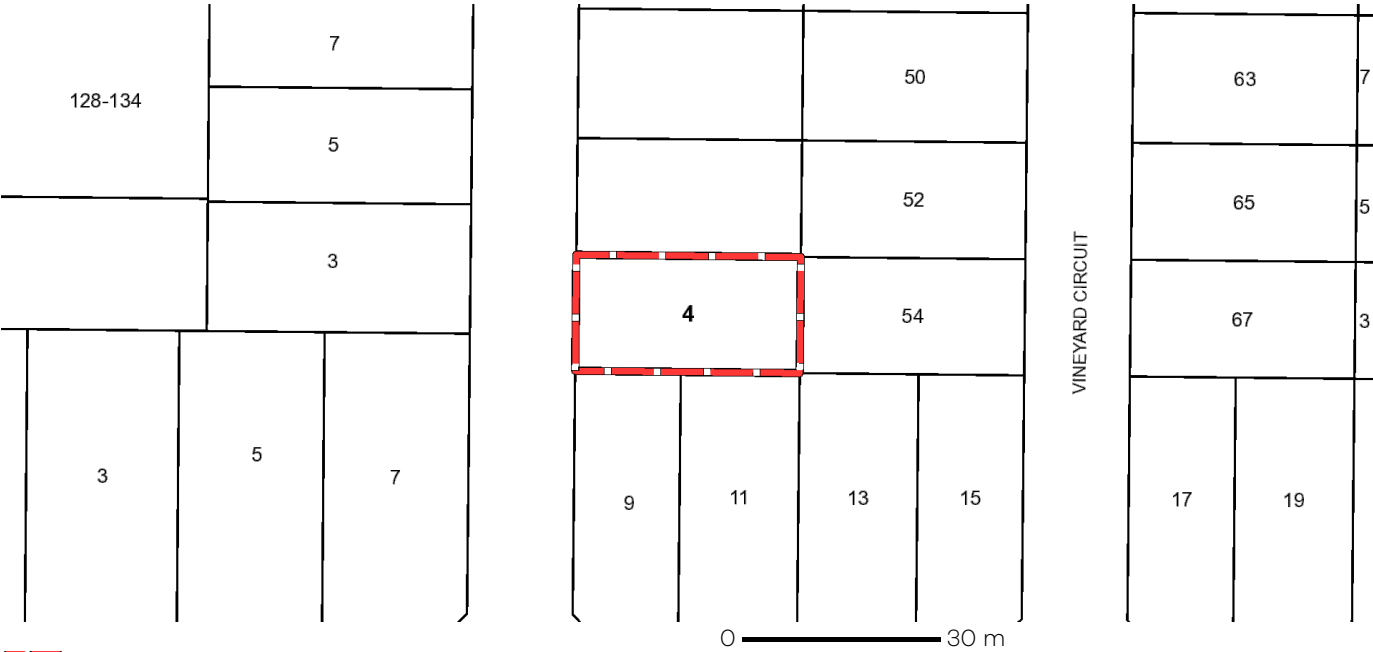
The Planning Property Report for this property can found here - [Planning Property Report](#)

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

LAND INFORMATION CERTIFICATE

In Accordance with Section 121 of the Local Government Act 2020

Certificate No: 6914
Date of Issue: 21/11/2024
Applicant's Ref: 74992941-013-1



APPLICANT'S DETAILS

Secure Electronic Registries Victor
Registries Victoria Trust (SERV)
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

PROPERTY DETAILS

Assessment Number: 92365501
Address: 4 Vineyard Circuit YARRAWONGA VIC 3730
Area (Ha): 0.0612
Parcel Area (Ha): 0.0612
Description: Lot: 2118 PS: 902067

PROPERTY VALUATION

Base Date	01/01/2024	Instalment 1 Due	30/09/2024
Effective Date of Valuation	01/07/2024	Instalment 2 Due	30/11/2024
Site Value	\$204,000.00	Instalment 3 Due	28/02/2025
Capital Improved Value	\$204,000.00	Instalment 4 Due	31/05/2025
Net Annual Value	\$10,200.00	Payment in Full	15/02/2025

Statement of Rates and Charges for Financial Year 1 July 2024 to 30 June 2025

RATES AND CHARGES

Brought forward as at 30/06/2024	\$0.00
Residential Vacant	\$860.93
Municipal Charge	\$390.00
Environmental Levy	\$134.00
Landfill Bin (\$267.50 per bin)	\$200.81
Recycling Service (\$135.00 per bin)	\$101.34
Organic Service (\$147.00 per bin)	\$110.35
FSPL Residential Fixed Charge	\$132.00
FSPL Levy Residential	\$17.75
Current Financial Year Legal Costs	\$0.00
Interest	\$0.00
Other debts on the land	\$0.00
Pension Rebate	\$0.00
Payments made	\$0.00
Balance due	\$1,947.15

If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.

Land Information Certificate No: 6914

Assessment No: 92365501



This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Fire Services Property Levy Act 2012 or under a local law of the Moira Shire Council.

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

Please Note

- Verbal confirmation or variations will only be given for a period of 90 days from the date of issue. However, Council will not be held responsible for information provided verbally.
- If there is a Direct Debit payment arrangement in place, the figures in this certificate could change, unless the arrangement is cancelled by the ratepayer. Please confirm with the ratepayer if there is a Direct Debit payment arrangement in place.
- For settlement purposes another certificate should be obtained after 90 days.
- Amounts shown as paid on this Certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis.
- Objection to valuations can only be submitted upon receiving the annual 2024/2025 rates notice.

This property is currently subject to a supplementary valuation. Upon return of the new valuation a Supplementary Valuation and Rates Notice will be issued to the ratepayer

BPAY Biller Code: 79848 BPAY Reference: 92365501

I hereby certify that, as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to **Moirā Shire Council**, together with any Notices pursuant to the *Local Government Act 1989*, Local Laws or any other legislation.

Authorised by

A handwritten signature in black ink, appearing to be 'Lynda Tinker', written over a light blue horizontal line.

Lynda Tinker
Revenue Technical Officer



INFORMATION STATEMENT

Date Issued: 25 Nov 2024
Your reference: 74992941-021-6
Statement no.: ISN-0000010088

DE MARIA & ASSOCIATES - LANDATA
TWO MELBOURNE QUARTER, LEVEL 13, 697 COL...
DOCKLANDS

Customer Reference

CON-00079137

Amount due

\$52.23

Charge period

22 Oct 2024 to 25 Nov 2024

Property location: **4 VINEYARD CIRCUIT, YARRAWONGA, VIC, AUSTRALIA, 3730**
Title details: **L2118 PS902067**
Owner (as per our records): **HOLLEEA PTY LTD**
Purchaser: **UNKNOWN**

Statement of charges from 22 Oct 2024 to 25 Nov 2024:

Previously invoiced to 21 Oct 2024	\$0.00
Charges for the period 22 Oct 2024 to 25 Nov 2024:	
Drinking Water Usage 1.00 kLs @ 2.83c/kLs	\$2.82
Sewerage Service Charge 35 days @ 0.76c	\$26.48
Water Service Charge 20mm 35 days @ 0.66c	\$22.93
TOTAL	\$52.23

How to pay

The corresponding BPAY reference numbers for this property are listed below:



Biller Code: 3004
Ref. Number: 10000791377

4 Vineyard Circuit, Yarrawonga, VIC, Australia, 3730

Encumbrance details:

Other information – Sec 158(4) Water Act 1989:

1. Water is available. There is a water main available to which this property can connect. Serviced with water. A service pipe has been installed for this property. Connected to water.
2. Sewerage is available. There is a sewer main available to which this property can connect. Serviced with sewerage. A connection point has been installed for this property. Connected to the sewerage system.
3. A Special Meter Reading is recommended due to inconsistent or insufficient consumption history.

Additional information:

This statement has been prepared in accordance with Sec 158 Water Act 1989.

Please contact our office on 1300 361 633 prior to settlement to receive a verbal update on charges. Updates will only be provided within 3 months from the date of this statement. A new application is required for any updates outside this period.

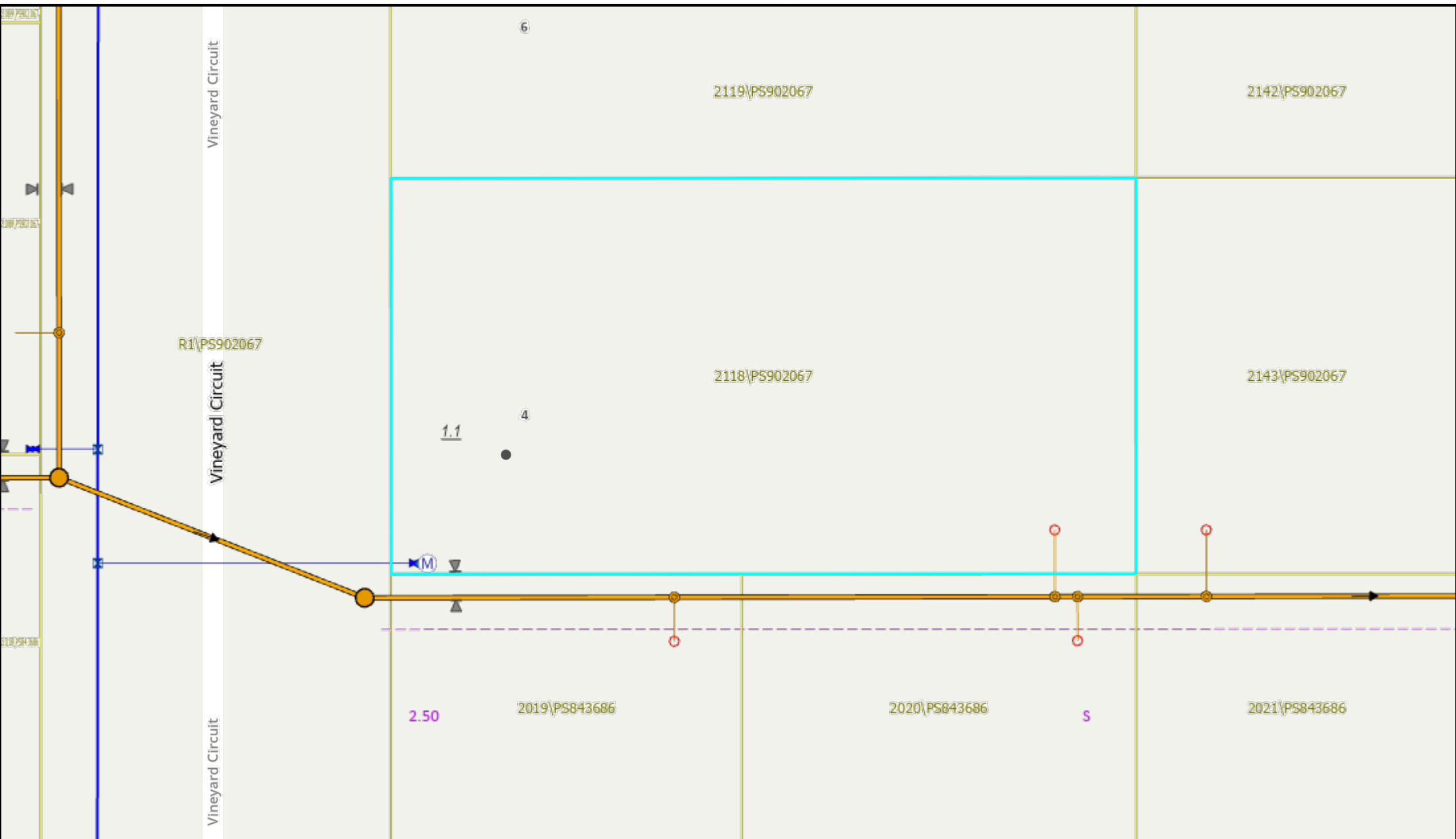
Any plan provided with this Information Statement may contain details that have been sourced from old records, or may contain information provided by other parties to North East Water. North East Water cannot guarantee the accuracy of this plan and the information on it.

Unless otherwise stated, any consumption charges on this statement are estimations based on historical information. North East Water will take no responsibility for any variances incurred due to estimated consumption charges. Any variance in consumption charges will be transferred to the purchaser in full at settlement.

Authorised Officer

A handwritten signature in black ink, appearing to be 'Huw Brokensha', written over a light blue horizontal line.

Huw Brokensha
Manager Customer Experience



PO Box 863
Wodonga, Victoria 3690

83 Thomas Mitchell Drive
Wodonga, Victoria 3690

Telephone: 1300 361 622

WATER

- | | | |
|----------------------|------------------|----------------------------|
| Potable Transfer | Raw Transfer | Reclaim Transfer |
| Potable Reticulation | Raw Reticulation | Reclaim Reticulation |
| Potable Service | Raw Service | Reclaim Service |
| Interpolated Service | | Not in Service |
| | Sluice Valve | Air Pressure Release Valve |
| | Gate Valve | Globe Valve |
| | Butterfly Valve | |

SEWER

- | | | | | |
|----------------------|-----------------------|------------------|----------------|------------------|
| Gravity Transfer | Pressure Transfer | Manhole | Scour Valve | Flow Valve |
| Gravity Reticulation | Pressure Reticulation | Inspection Shaft | Stop Valve | Junction |
| Gravity Service | Pressure Service | Ventstack | Pressure Valve | Connection Point |
| | Not in Service | PS | Pump | Reducer |

Issue Date: 25/11/2024
Scale: 1:282



DISCLAIMER
No guarantee is given to the accuracy and location of services provided on this plan. Verification and enquiries regarding locations can be obtained on site by contacting North East Water field staff on 1300 361 622. North East Water accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

De Maria & Associates C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 358343

NO PROPOSALS. As at the 20th November 2024, 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®.

4 VINEYARD CIRCUIT, YARRAWONGA 3730
SHIRE OF MOIRA

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: 20th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74992941 - 74992941142435 '358343'

FORM 2

Regulation 37(1)
 Building Act 1993
 Building Regulations 2018

Building Permit No. 4837297598837 28/11/2023

Issued to

Agent of Owner **Australian Building Company Pty Ltd**
 ABN/ACN: **55 201 276 124**
 Postal Address **219 High Street KANGAROO FLAT VIC** Postcode **3555**
 Email **kristinfishley@metricon.com.au**
 Address for serving or giving of documents: **219 High Street KANGAROO FLAT** Postcode **3555**
 Contact Person **Kristin Fishley** Telephone **03 5333 6361**

Ownership Details

Owner **Holleea Pty Ltd**
66 657 423 688
 Postal Address **5 Wedge-Tailed Court STRATHTULLOH VIC** Postcode **3338**
 Email **jayfarrugia@hotmail.com**
 Contact Person **Holleea Pty Ltd** Telephone **0433 288 279**

Property Details

Number **4** Street/Road **Vineyard Circuit** Suburb **Yarrowonga** Postcode **3730**
 Lot/s **2118** LP/PS **PS902067N** Volume **12495** Folio **713**
 Crown allotment Section No Parish County
 Municipal District **Moira Shire Council**

Builder

Name **Australian Building Company Pty Ltd** Telephone **03 5820 1249**
 ABN/ACN **603 519 366** Registration **CDB-U 52968**
 Address **8009 Goulburn Valley Highway KIALLA VIC** Postcode **3631**
 This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

Name **Ross Palazzesi** Telephone
 Postal address **219 High Street KANGAROO FLAT VIC** Postcode **3555**

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Australian Building Company Pty Ltd	Domestic Builder	CDB-U 52968
Tianyang Song	Engineer - Civil	PE0000610

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA**
 Insurance policy number: **C681827**
 Insurance policy date: **02/03/2022**

Nature of Building WorkDescription: **Construction of Dwelling & Garage**Storeys contained: **1**Version of BCA applicable to permit: **BCA 2019 Volume 2**Cost of Building Work: **\$351,851.00**Total floor area of new building work in m²: **265.13****Building classification**

Part of Building	BCA Classification
Dwelling	1a(a)
Garage	10a

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:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Moira Shire Council	Point of discharge of storm water	reg. 133(2)

Protection Work

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

Section 10

Acceptance of BCA 2019 Volume 2 (1st May 2023 changes).

Inspection Requirements³

The mandatory inspection notification stages are:

1. Site Excavations
2. Steel Reinforcement
3. Framework
4. Final

Occupation or User of Building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by **28/11/2024**

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: **28/11/2025**

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

Relevant Building SurveyorName: **Daniel Spence**Company Name: **Building Issues**ABN: **99 626 396 781**Address: **1/60 McIvor Road Bendigo VIC 3550**Email: **bendigo@buildingissues.com.au**Building practitioner registration no.: **BS-U 42074**Permit no.: **4837297598837**Date of issue of permit: **28/11/2023**

Notes

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Conditions of Approval

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The Domestic Building Contracts and Tribunal Act 1995 applies to the building work approved by this permit.
2. Prior to the commencement of building work the person in charge of the carrying out of building work on the allotment must erect a sign in a conspicuous position showing –
 - (i) the registration and contact details of the builder and building surveyor; and
 - (ii) the number and date of issue of the building permit.
3. The building work must be carried out strictly in conformity with the endorsed plans and specifications, one copy must be kept on site and made available for inspection in accordance with Regulation 41 while the work is in progress.
4. Hoardings must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work and a separate permit is required for the construction of any new vehicular crossing or when undertaking any works in the road reserve including water tapings.
5. This approval hereby given does not in any way obviate any necessity to comply with any covenant and/or section 173 agreement that may affect the land. The relevant building surveyor is not required to enforce the restrictions imposed on Title but recommends that the owner is satisfied with compliance of covenants prior to proceeding with the building work.
6. The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.
7. This building permit does not include approval of any proposed plan of subdivision. It is the owners' responsibility to ensure any mandatory party walls and easements are created prior to the finalisation of the new subdivision to the satisfaction of the relevant authority, ensuring no works are constructed/undertaken within the easement/s.
8. Conditions forming part of any relevant planning permits/ and/or report and consent/s must be adhered to by the client/builder (as applicable) to the satisfaction of the relevant authority.
9. Removal of any asbestos materials shall be carried out in accordance with workcover Victoria requirements and disposed of at an EPA approved receiver by a licensed contractor.
10. It's the responsibility of the owner to ensure a minimum garden area is provided as per the zone requirements under the relevant planning scheme.
11. External walls located adjacent to the allotment boundary must not exceed an average height of 3.2m and a maximum height of 3.6m measured above natural ground level (within 1m of the boundary).
12. Provision must be made for fencing of the allotment to satisfy the requirements for secluded private open space and address overlooking provisions where the height of the floor level does not exceed 800mm above finished ground level and fence is 1800mm high at the allotment boundary.
13. Confirm that the existing conditions of the adjoining allotments have not changed and whether or not dwellings have been recently completed. If so, please provide amended site plan including setback distances and any designated secluded private open space.
14. If within a municipality in which buildings are likely to be subject to infestation by termites. It is therefore required that the building be protected in accordance with AS3660.1 Termite Control in New Buildings.
15. No works shall proceed on the site where any excavation is closer to an allotment boundary than the depth of the cut unless compliance with Part 7 of the Building Regulations 2018 or otherwise any required Forms 6, 7 & 8 have been completed by the relevant parties and signed copies of the Forms 7 & 8 returned to this office together with design of any required retaining wall/s. Note that s93 of the Act, where applicable requires that an owner must ensure that an appropriate contract of insurance is in force prior to commencing any protection work in respect of an adjoining property.
16. Where independent engineers certification has been accepted, under Regulation 112 of the Building Regulations 2018 the owner is required to:
 - a) Ensure no buildings are erected, no building work is carried out, and no equipment is to be used on, over, under, or in the air space of the adjoining property; and
 - b) Ensure the existing building/s on the adjoining property are not undermined in any way or form; and

- c) Before carrying out the building work, the owner provides the adjoining owner with a copy of the certificates provided under paragraphs (g) and (h) of Regulation 112, and all documents referred to in the certificates.
17. Brittle floor coverings (>16m²) are recommended not to be placed within three months of pouring the concrete floor under clause 5.3.7 of AS2870 unless extra measures are taken to control shrinkage cracking. These include the use of SL92 or an additional sheet in affected slab panels or otherwise the selection of a bedding system suitable for the expected slab movement.
 18. Prefabricated designs and layouts including complete design details for wall/roof framing, upper floor framing, garage T-bar lintel, beams, lintels and bracing to be submitted to the Relevant Building Surveyor for approval prior to construction of framework. Timber framing to comply with AS1684 for the approved wind speed. Special attention is required for fixings, anchorage (straps to wall plates), and wall bracing. Steel framing to engineers design.
 19. Provide a suitable means of drainage to any site cut/fill and perimeter of the building to prevent an accumulation of run-off water near the foundations. Surface water runoff to be collected by the localised stormwater drainage system and directed to the LPOD, to prevent water entering the adjoining site.
 20. The external finished surface surrounding a concrete slab must be drained to move surface water away from the building and be graded to give a slope not less than 50mm over the first 1m. Impermeable (concrete/paved) external finished surfaces adjacent to the building must be at least 50mm (100mm for permeable surfaces) below the finished floor level of the dwelling. Batters must commence beyond this drainage provision, be contained fully within the subject site and be compacted/graded per Table 3.1.1.1 (BCA Volume 2).
 21. A minimum clearance of 400mm is required to any subfloor (measured between finished ground level and the underside of bearers). This may be reduced to 200mm where any part is located less than 2m from the outer perimeter of the building. The ground surrounding subfloors must be lower than ground beneath subfloor.
 22. Location, spacing and capacity of downpipes must comply with BCA 3.5.3 (maximum 12m spacing and within 1.2m of valleys) and discharge of stormwater to a point as approved by the local council that will not have any adverse effect on the building foundations.
 23. As per the recommendations of AS1288 (Appendix D), the builder must consider support at the top of any frameless glass to ensure stability and safe performance of the screen.
 24. Eaves located less than 900mm from the allotment boundary are to be constructed in accordance with Clause 3.7.2.7 of the BCA Volume 2 (fully non-combustible and lined with non-combustible material)
 25. Smoke alarms must be interconnected to automatically provide a common alarm throughout the dwelling, and must be installed in accordance with the BCA & AS3786.
 26. Construction of wet areas including showers (floors and walls), junctions, hobs, flashings, waterstops, baths, basins and closet pans in wet areas (bathroom/ensuite/laundry/WC/Powder and the like) to comply with Part 3.8.1 of the BCA and AS3740.
 27. Pliable building membrane (sisalation) where installed in the external walls must comply with AS/NZS 4200.1 and be installed in accordance with AS 4200.2, and must also be a vapour permeable membrane for climate zones 6, 7 & 8.
 28. Construction of steps to comply with Part 3.9.1.4 of the BCA, minimum going 240mm and maximum rise of 190mm. Where the number of risers exceeds 3 or a change in floor level of greater than 570mm occurs, a compliant landing must be provided at the top and base of the stairs. Stair treads or nosing strips must have a slip-resistance rating in accordance with Table 3.9.1.3 of the BCA.
 29. Where finished floor level is greater than 1000mm above the floor beneath balustrades are to be provided comprising a minimum height of 1000mm and 865mm above nosing of treads. Balustrades must not permit a sphere of 125mm to pass through.
 30. In order to meet the minimum energy efficiency provisions of the BCA a solar hot water system or water tank connected to all sanitary flushing systems must be provided.

Required Certificates

1. Certificate of compliance for plumbing works
2. A letter from the glazier stating all glazing installed in accordance with AS1288 and AS2047, compliance with Clause 3.9.2.6 of the BCA in relation to protection of openable windows (if applicable), and glazing in accordance with AS3959 for BAL 19 and above.
3. Certificate for waterproofing in all wet areas, including any windows within the shower area
4. Certificate of electrical safety for all relevant electrical works (prescribed & non prescribed)
5. Certificate which provides the type of termite treatment that has been adopted and installed.
6. Completed Application for Occupancy Permit (Form 15)
7. Signed Compliance Report by the Builder to confirm all works undertaken in accordance with the relevant Energy Report.

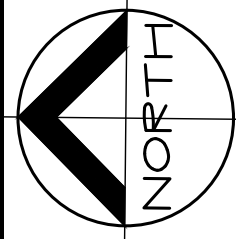
CONSTRUCTION DRAWINGS17/10/2023.
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

NOTE: PROVIDE TAP TO WATER METER AT FRONT OF PROPERTY

NOTE: PROVIDE CLOTHESLINE TO REAR YARD. (EXACT LOCATION TO BE CONFIRMED)

NOTE: PROVIDE LETTERBOX TO FRONT YARD. (EXACT LOCATION TO BE CONFIRMED)

NOTE: REFER TO ENGINEERS PLAN FOR DRAINAGE DETAILS



SITE AREA:	612 SQM
BUILDING AREA:	265 SQM
SITE COVERAGE:	43 %
PERMEABILITY:	57 %
WIND SPEED:	NI

EXCAVATION NOTES:
EXCAVATE APPROX. 40 MM ON RL.100.03 & SPREAD FILL OVER REMAINING BUILDING AREA TO LEVEL.

IMPORTED FILL WILL BE REQUIRED FOR THE RESIDENCE TO MEET THE MINIMUM DRAINAGE GRADE TO LEGAL POINT OF DISCHARGE AS PER ENGINEERS DESIGN.

IF A CONCRETE DRIVEWAY IS NOT PROVIDED IT IS THE CUSTOMERS RESPONSIBILITY TO PROVIDE A GRATED DRAIN ACROSS GARAGE OPENINGS.

IMPORTANT NOTE:
SITE CUTS ARE SUBJECT TO PERMIT APPROVAL & NOT TO BE USED BY ANY OTHER CONTRACTORS OTHER THAN METRICON HOMES P/L

DRAINAGE NOTES:
STORMWATER DRAIN AND DOWN PIPE LAYOUT SHOWN IS INDICATIVE ONLY.

PROVIDE MIN. 100MM DIA. UP.V.C. STORMWATER DRAINS WITH MIN. 1:100 FALL, CONNECTED TO LEGAL POINT OF DISCHARGE.

LEGEND :	- VALVES
- TREES	- GATE CULVERT
- SEWER MANHOLE	- OPEN DRAIN
- SEWER TIE POINT	- TAP (NO METER)
- GRATED PIT	- SILT PITS
- SIDE ENTRY PIT	- FENCE
- TELSTRA PIT	- STORMWATER RUN
- CROSSOVER	- SEWER MAIN
- LIGHT POLE	- WATER MAIN
- STORMWATER CONNECTION POINT	- METER BOX LOC.
- ELECTRICITY PIT (UG)	- DOWN PIPE LOC.
- WATER CONNECTION POINT	- HABITABLE RM
	- NON HABITABLE RM
	- SLIDING DOOR

CIVIL SURVEY DATE: 29.08.23

CONTOUR INTERVALS: 100 MM

LEVELS TO: ARBITRARY DATUM

SITE PLAN



501 Blackburn Road, Mount Waverley Vic 3148,
Tel: 03 9542 4999 Fax: 03 9542 4998
Building Practitioner Reg. No. DB-U8829
ACN: 603 519 366 www.australianbuildingcompany.com.au

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HOLLEEA
LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

F.C. DATE: 17/10/23	PERMIT NO: XXXXX/X
JOB: 733199	DRAWN: RM
DATE: 04/12/2021	CHECKED:
SCALE: 1:200	SHEET: 1 OF 9
VICROADS REF: 668F10	FINAL PLANS

TEMPORARY FENCING:
BUILDER TO PROVIDE FENCING TO ANY UNFENCED BOUNDARIES (LOCAL AUTH. BYLAW)

SILT & POLLUTION BARRIER:
PROVIDE 'SILT & POLLUTION' BARRIER TO SITE AS PER LOCAL BY LAWS

BUSHFIRE ATTACK LEVEL
THIS PROPERTY HAS BEEN ASSESSED FOR A BUSHFIRE ATTACK LEVEL AND HAS BEEN RATED BAL-12.5

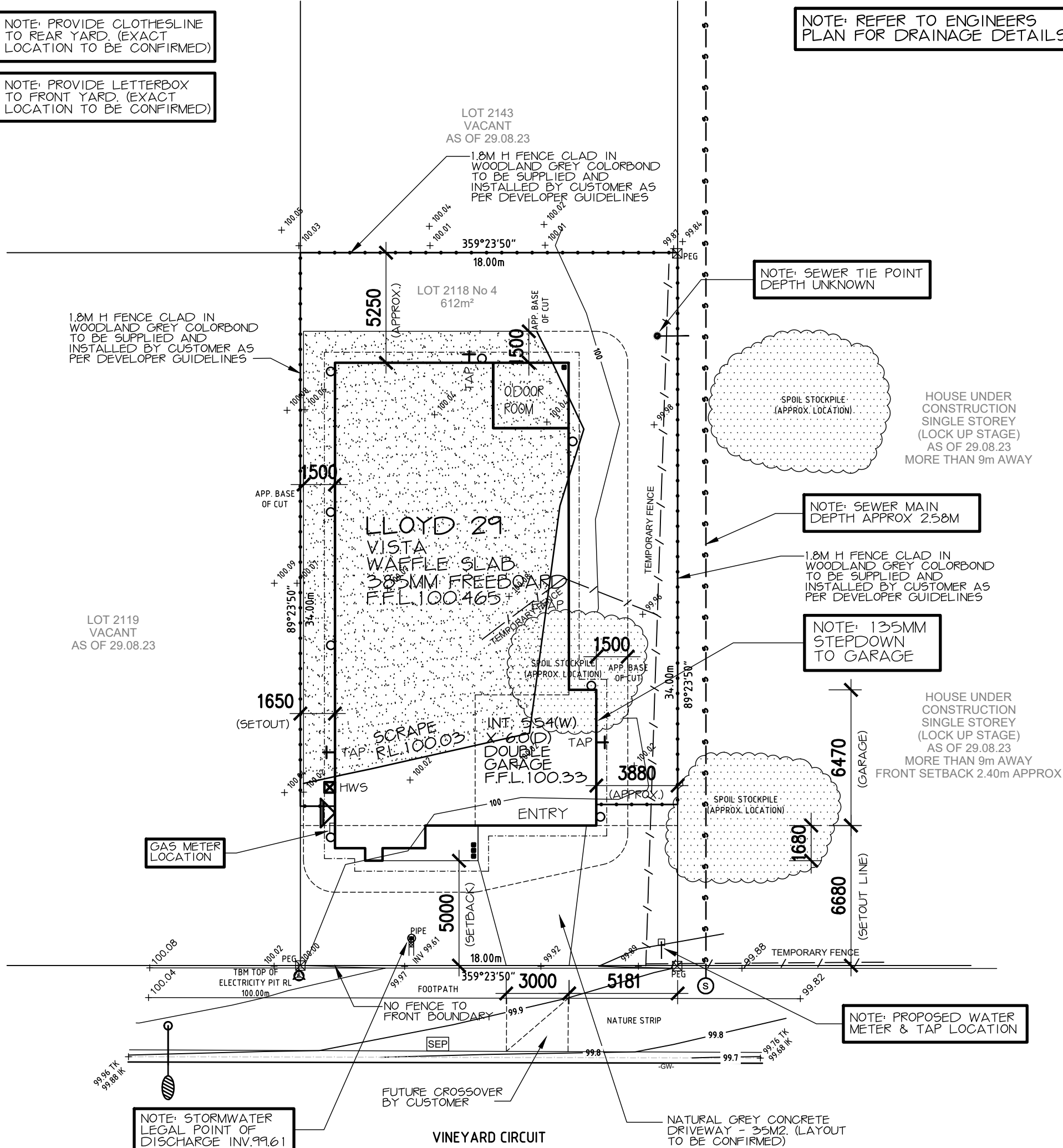
ALL CONSTRUCTION IS REQUIRED TO COMPLY WITH AS 3959-2009


TERMITE PROTECTION:
PROVIDE TERMITE PROTECTION IN ACCORDANCE WITH A.S.3660.1

6 STAR ENERGY RATING:
DWELLING TO COMPLY W/- THE REQUIREMENTS OF 6 STAR ENERGY RATING.

RESCODE NOTES:
VACANT ADJOINING LOTS TO EITHER SIDE AS AT 29/08/2023. THEREFORE NO REQUIREMENTS FOR MEASURES LIMITING OVERLOOKING OR OVERSHADOWING AT THIS STAGE WILL BE REQUIRED. THIS WILL NEED TO BE CONSIDERED IF AN OCCUPANCY PERMIT IS ISSUED ON THE ADJACENT LOTS BEFORE A BUILDING PERMIT CAN BE ISSUED ON OUR LOT. NOTE: SITING AND PLANS MAY ALTER DUE TO THE ABOVE REQUIREMENTS.

CUSTOMER TO PROVIDE 1.8M H SCREENING PRIOR TO CERTIFICATE OF OCCUPANCY TO COMPLY WITH REG. 4.19 (C OF O' MAY BE ISSUED CONDITIONAL)



	<h1 style="margin: 0;">AUSTRALIAN BUILDINGCO.</h1>	OWNER: HOLLEEA LOT 2118 VINEYARD CIRCUIT YARRAWONGA										
501 Blackburn Road, Mount Waverley Vic 3149, Tel: 03 9542 4999 Fax: 03 9542 4998 Building Practitioner Reg. No. DB-U8929 A.C.N. 603 519 366 www.australianbuildingcompany.com.au		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">JOB NO: 733199</td> <td style="width: 50%;">DATE: 04/12/2021</td> </tr> <tr> <td>F.C.DATE: 17 OCT 2023</td> <td>MST VER: 10/12/2015</td> </tr> <tr> <td colspan="2">PERMIT No:</td> </tr> <tr> <td>DRAWN: JS</td> <td>CHKD:</td> </tr> <tr> <td colspan="2">SHEET: 2 of 9</td> </tr> </table>	JOB NO: 733199	DATE: 04/12/2021	F.C.DATE: 17 OCT 2023	MST VER: 10/12/2015	PERMIT No:		DRAWN: JS	CHKD:	SHEET: 2 of 9	
JOB NO: 733199	DATE: 04/12/2021											
F.C.DATE: 17 OCT 2023	MST VER: 10/12/2015											
PERMIT No:												
DRAWN: JS	CHKD:											
SHEET: 2 of 9												

Building work to comply with the Building Act, Regulations, (BCA) and the Building Code of Australia (BCA) is required.

 DENOTES ACRYLIC TROWEL-ON FINE TEXTURED PIGMENTED RENDER TO PORTICO NIB ONLY.

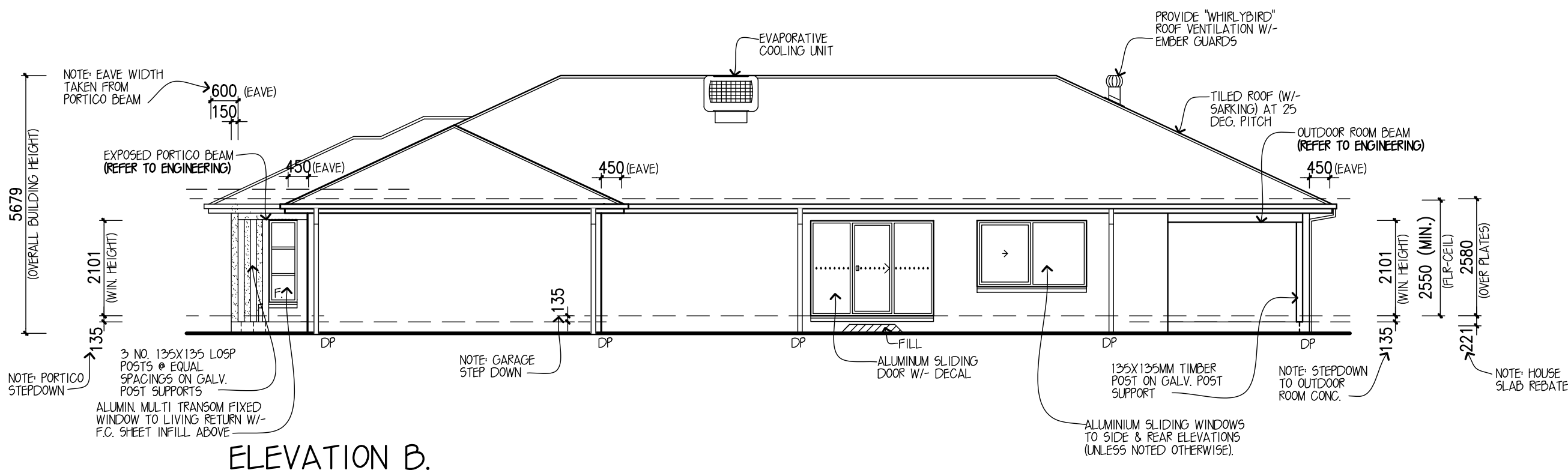
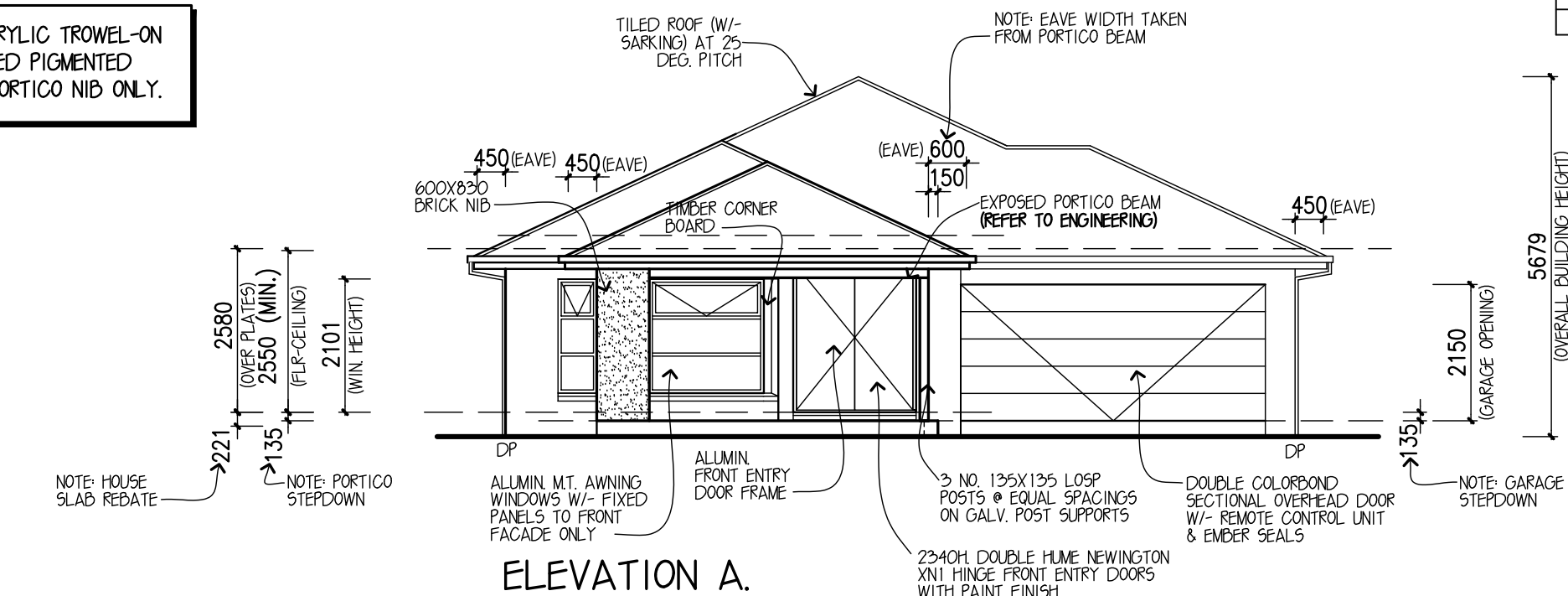
FRONT FACADE MATERIALS	
RENDER	18 %
BRICKWORK	65 %
F.C. INFILL	16 %
TIMBER	1 %

IMPORTANT NOTE:
REFER TO SOIL ENGINEERS PLANS
FOR ARTICULATION JOINT LOCATIONS

PROVIDE BRICKWORK ABOVE ALL SIDE
AND REAR ELEVATION WINDOWS &
DOORS UNLESS NOTED OTHERWISE.

PROVIDE BRICKWORK ABOVE FRONT ELEVATION WINDOW, F.C INFILL ABOVE FRONT CORNER WINDOW. PROVIDE FRONT ENTRY DOOR FRAME TO UNDERSIDE OF PORTICO CEILING. PROVIDE BRICKWORK ABOVE GARAGE DOOR OPENING UNLESS NOTED OTHERWISE.

IMPORTANT NOTE:
PROVIDE (ALUMINIUM MESH) INSECT
SCREENS TO ALL OPENABLE
WINDOWS & SLIDING DOORS.



ELEVATIONS 1:100

- * WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL CORNER WINDOWS U.N.O.
- * ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS, A.S. 2047-2014 WINDOWS IN BUILDINGS & WITH A.S. 4055-2012 FOR WINDOWLOADING.
- * WINDOW HEAD HEIGHT DIMENSIONS TO BE TAKEN TO THE NEAREST CORRESPONDING BRICK COURSE.
- * WINDOWS TO COMPLY WITH N.C.C. 3.9.2.6 & 3.9.2.7
- * GUTTER AND DRAINAGE SYSTEM TO COMPLY WITH A.S. 3500
- * IF EXTERNAL RENDER IS SUPPLIED BY METRICON, THE RENDER PROCESS IS TO BE APPLIED OVER THE CAULKED ARTICULATION JOINTS AS PER METRICON STANDARD PRACTICES
- * SARKING TO ROOF TO BE INSTALLED AS PER NCC5.5.2.4
- * ANTI-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NCC 3.5.2.5 TO TILED SARKED ROOFS W/-PITCH LESS THAN 20° & TILED ROOFS W/- NO FAVES (REFER S-TYP-ROOF-06)

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed _____

Date.....

VARIATIONS(V), RE-PREPS(R), AMENDMENTS(A):								DESIGN: LLOYD 29	
No:	Date:	Drawn:	Chked:	No:	Date:	Drawn:	Chked:	FACADE: VISTA	CEILING: 25, R
COL	15/12/21	DF	DF	-				GARAGE: DOUBLE	LOCATION: F
VO1	17/10/23	DF	DF	-				<div style="border: 1px solid black; padding: 10px; text-align: center;"> ELEVATIONS VA6LLO29V1551 </div>	
-				-					
-				-					
-								AUSTRALIAN BUILDING COMPANY OWNS COPYRIGHT IN THIS DRAWING. UNAUTHORISED USE, REPRODUCTION OR ADAPTION IS FORBIDDEN AND WILL BE PROSECUTED	



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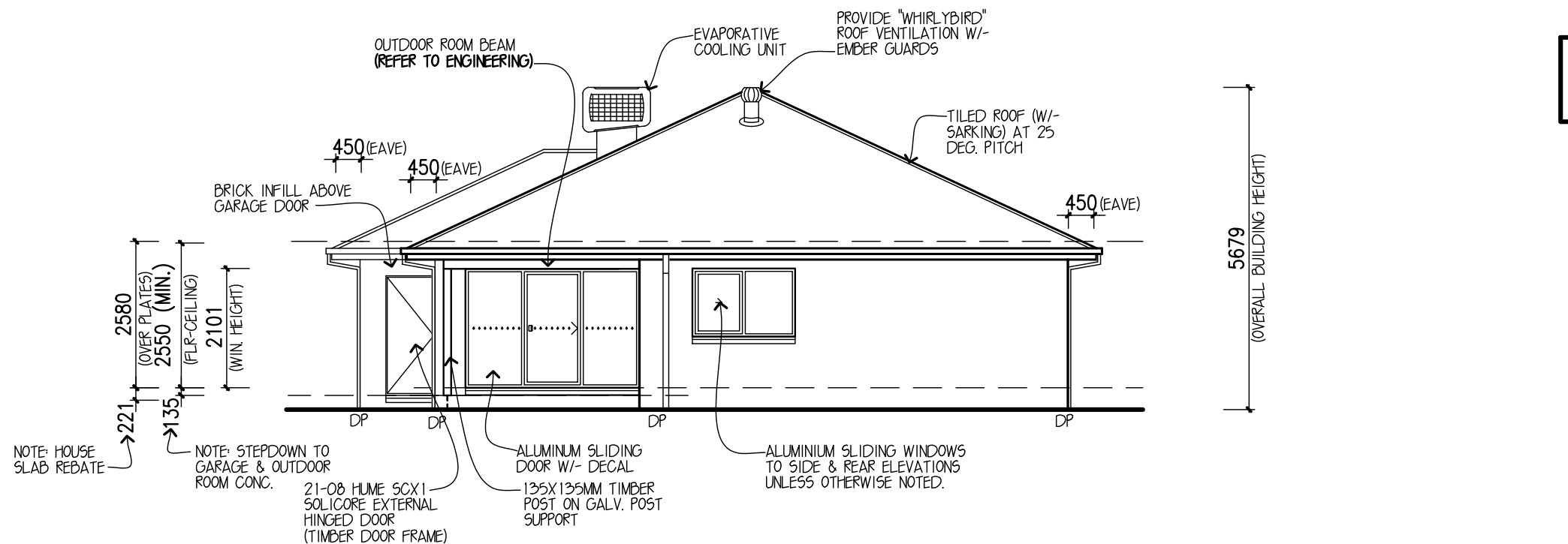
OWNER: HOLLEEA
LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

JOB NO:	733199	DATE:	04/12/202
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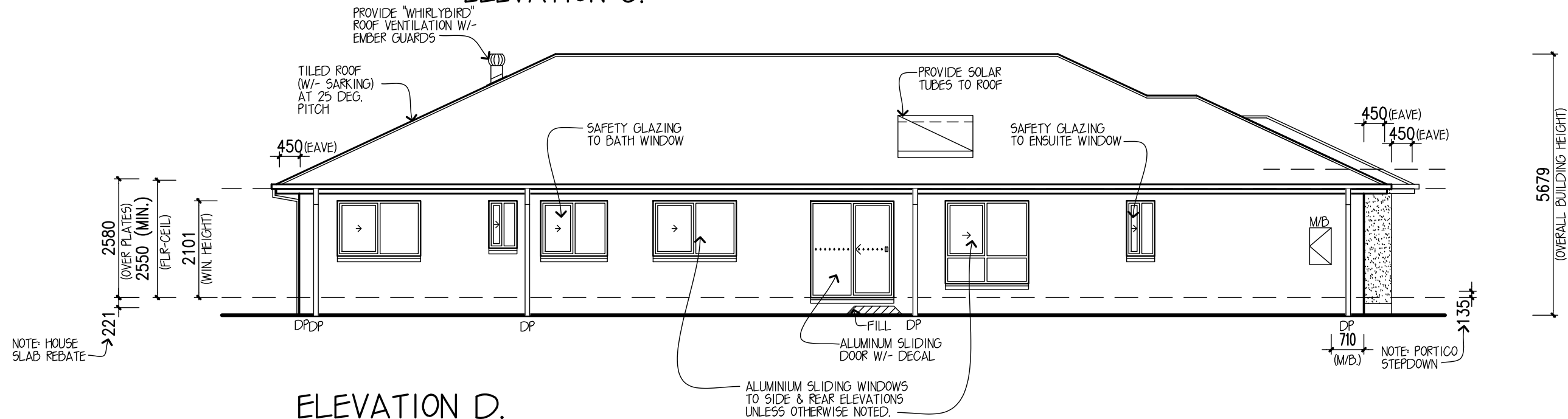
F.C.DATE: 17 OCT 2023	MST VER: 10/12/2015
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PERMIT No:

DRAWN: JS	CHKD:	SHEET: 3 of 9
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ELEVATION C.



ELEVATION D.

ELEVATIONS 1:100

NOTES:

- *WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL CORNER WINDOWS U.N.O.
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- *ANTI-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NCC 3.5.2.5 TO TILED SARKED ROOFS W/-PITCH LESS THAN 20° & TILED ROOFS W/- NO EAVES (REFER S-TYP-ROOF-06)

CONSTRUCTION DRAWINGS ...17/10/2023.

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

DESIGN: **LLOYD 29**

FACADE: **VISTA**

CEILING: **25, R**

GARAGE: **DOUBLE**

LOCATION: **F**

ELEVATIONS

VA6LL029V1551

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OWNER: **HOLLEEA**
LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

JOB NO: **733199** DATE: **04/12/2021**

F.C.DATE: **17 OCT 2023** MST VER: **10/12/2015**

PERMIT No:

DRAWN: **JS**

CHKD:

SHEET: **4** of **9**

IMPORTANT NOTE:
REFER TO SOIL ENGINEERS PLANS
FOR ARTICULATION JOINT LOCATIONS

**PROVIDE BRICKWORK ABOVE ALL SIDE
AND REAR ELEVATION WINDOWS &
DOORS UNLESS NOTED OTHERWISE.**

IMPORTANT NOTE:
PROVIDE (ALUMINIUM MESH) INSECT
SCREENS TO ALL OPENABLE
WINDOWS & SLIDING DOORS.

BUILDING ISSUES

APPROVED

4837297598837

Daniel Spence BS-U 42074

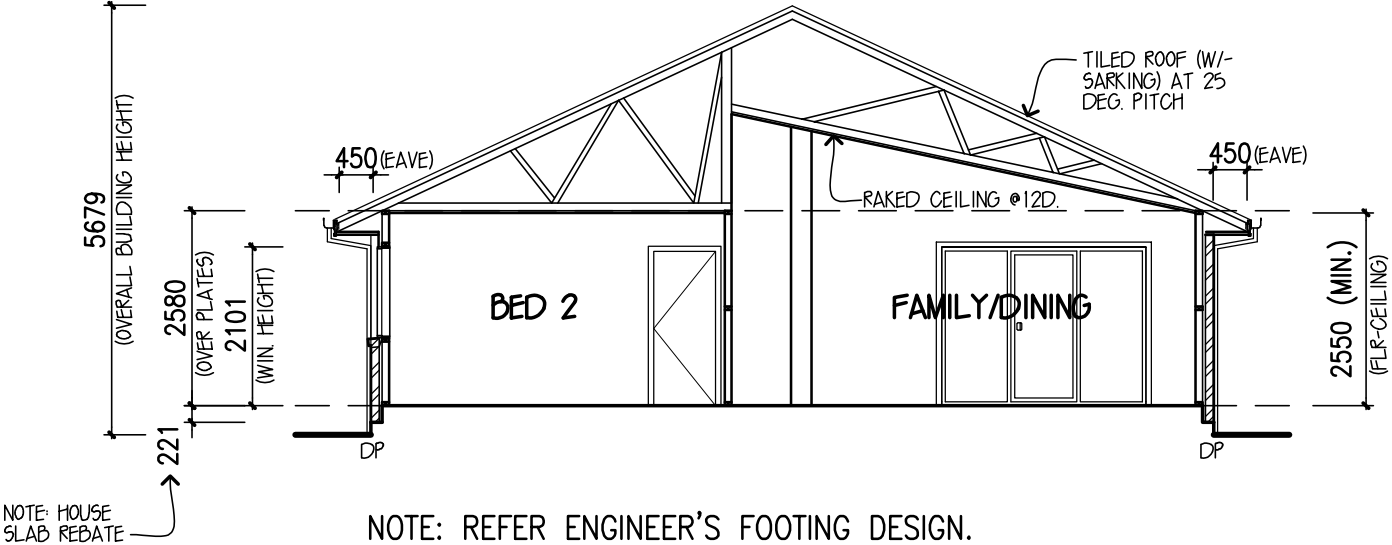
WALLS

ing work to comply with the Building Act, 1973, and conditions of permit.

BUSHFIRE
REQUIREMENTS: B.A.L-12.5

- WALLS**
- * ALL LIGHTWEIGHT CLAD AREAS (WHERE INCLUDED) WITHIN 400mm OF THE GROUND/HORIZONTAL SURFACE TO BE MINIMUM 6mm THICK FIBRE CEMENT BASED PRODUCT.
 - * STANDARD WEATHERWRAP TO WALLS TO REMAIN.
 - * NO CEDAR OR LOSP BATTENS LAID ON PLYWOOD WITHIN 400mm OF THE GROUND/HORIZONTAL SURFACE.
- VENTS & WEEPHOLES**
- * PROVIDE WEEPA HIGH PERFORMANCE BUSHFIRE WEEPHOLE SCREENED WITH MESH MADE OF CORROSION RESISTANT STEEL, BRONZE OR ALUMINIUM TO ALL WEEPHOLES.
- WINDOWS**
- * PROVIDE A MINIMUM OF 4mm TOUGHENED OR 6.38mm LAMINATE GLASS TO WINDOW PANELS AND SIDELIGHTS WITHIN 400mm OF THE GROUND/HORIZONTAL SURFACE.
 - NOTE: WINDOWS WITH TRANSOMS/MID-RAILS WILL ONLY REQUIRE THE BOTTOM SECTION TO BE UPGRADED.
 - NOTE: EXTERNAL PANE OF DOUBLE GLAZED WINDOWS TO BE A MINIMUM OF 4mm TOUGHENED OR 6.38mm LAMINATE GLASS.
 - NOTE: 4mm (MIN) LAMINATE GLASS WILL ALSO COMPLY.
 - * PROVIDE ALUMINIUM FRAMED SCREENS WITH ALUMINIUM MESH TO ALL OPENABLE WINDOWS (OPENABLE SECTION ONLY).
 - NOTE: THIS ITEM INCLUDES ALUMINIUM FRAMED SCREENS TO OPENABLE TIMBER WINDOWS (WHERE APPLICABLE).
 - * ALL WINDOW AND DOOR HARDWARE TO BE MADE OF METAL.
 - * NO BI-FOLD WINDOWS OR PLASTIC ROLLERS TO WINDOWS.
- EXTERNAL DOORS**
- * PROVIDE A MINIMUM OF 4mm TOUGHENED GLASS TO GLAZED BI-FOLD DOORS, SLIDING DOORS, BI-PART SLIDING DOORS AND TRI-SLIDE (STACKER) DOORS.
 - * PROVIDE HUME SOLICORE SCX1 HINGED DOOR TO REAR OF GARAGE IN LIEU OF STANDARD.
 - NOTE: PLEASE REFER TO STUDIO M FOR ALL AVAILABLE BAL COMPLIANT DOORS. IF A BAL COMPLIANT HINGED DOOR IS NOT SELECTED THEN AN EXTERNAL ALUMINIUM SCREEN WITH ALUMINIUM MESH, GRILLE AND KEYED LOCK MUST BE PROVIDED AND WILL INCUR AN ADDITIONAL CHARGE.
 - * SCREENS ARE NOT REQUIRED FOR SLIDING, BI-PARTING OR TRI-SLIDE (STACKER) DOORS, HOWEVER IF PROVIDED THE MESH IS TO BE UPGRADED TO ALUMINIUM MESH.
 - * WEATHERSTRIPS TO THE BOTTOM OF EXTERNAL HINGED DOORS (THIS ONLY APPLIES TO DOORS THAT DO NOT HAVE A FULLY SEALED FRAME).

- GARAGE DOORS**
- * PROVIDE EMBER SEALS TO COLORBOND SECTIONAL DOORS AND ROLLER DOORS (WHERE INCLUDED).
 - NOTE: TIMBER GARAGE DOORS AND/OR WINDOW PANELS DO NOT COMPLY.
- ROOFING**
- * PROVIDE ROOF SARKING TO ENTIRE ROOF AREA INCLUDING THE RIDGE AND EXTEND INTO GUTTERS AND VALLEYS.
 - * PROVIDE COLORBOND WHIRLY BIRD WITH EMBER GUARDS TO ROOF.
 - * PROVIDE ANTI-PONDING BOARDS TO PERIMETER OF ROOF AREA (SECTIONS WITHOUT EAVES ONLY).
 - NOTE: ANTI-PONDING BOARDS ARE NOT REQUIRED ON ROOF SECTIONS THAT HAVE EAVES.
 - * PROVIDE MULTITEL TO HIPS, RIDGES, GUTTER LINES AND VALLEYS. NOTE: THIS ITEM APPLIES TO COLORBOND ROOFS ONLY.
 - * VERANDAHS SEPARATED FROM THE MAIN ROOF SPACE (WHERE INCLUDED) BY AN EXTERNAL WALL MUST HAVE A METAL ROOF.
- ROOF PENETRATIONS**
- * PROVIDE UPGRADE TO STANDARD SOLAR HOT WATER UNIT TO COMPLY WITH BUSHFIRE REQUIREMENTS (BAL 12.5, BAL 19 AND BAL 29).
 - * ALL WATER AND GAS CONNECTIONS TO BE METAL.
 - * FIRE RATED SEALANT TO FIREPLACE (FLUE) CEILING/WALL PENETRATIONS (WHERE REQUIRED).
- EAVES, LININGS, FACIAS & GABLES**
- * STANDARD PVC STRIPS TO EAVES TO REMAIN (WHERE INCLUDED).
 - GUTTERS & DOWNPIPES
 - * BOX GUTTERS (WHERE INCLUDED) MUST BE METAL WITH METAL FLASHINGS.
- WATER & GAS SUPPLY PIPES**
- * STANDARD PVC VENT PIPES..
 - * STANDARD WATER LINE CONNECTION TO HOUSE.
 - * STANDARD METAL GAS LINE CONNECTION TO GAS METER.



NOTE: REFER ENGINEER'S FOOTING DESIGN.

SECTION X-X

SITE CLASSIFICATION P'
(REFER SOIL REPORT NO. 211930)

SECTION 1:100

ENERGY EFFICIENCY

- NOTE: DESIGN MODIFICATIONS MAY BE NECESSARY TO ACHIEVE REQUIRED ENERGY RATING, DEPENDING ON SITING.
- PROVIDED IN THE PLANS:
- DOOR SEALS – Sill seals to external hinged doors (incl. garage internal access door)
 - WINDOWS – Shall be weather stripped
 - DRAFT EXCLUSION – Reflective sisalation weather wrap with taped horizontal and vertical joints. Sealed gaps around windows and external doors to be installed in accordance with NCC 3.5.4.6 & AS/NZS 2904.
 - EXHAUST FANS – Draft prevention to exhaust fans, to relevant building codes.
 - CEILING INSULATION – R4.0 w/- R2.5 Batts to external perimeter excludes, Outdoor Room, Verandah, Portico and Garage.
 - WALL INSULATION – R2.0 Batts to all external walls incl. house/garage walls and house/roof space walls, No insulation to Garage walls.
 - FIRST FLOOR INSULATION – R4.0 Batts to floor area above Garage, Portico, Verandah and Outdoor room.
 - DOWNLIGHTS – All downlights to be sealed.

- GENERAL NOTES:**
- *ALL STEPS & STAIRS TO HAVE A 240mm MIN. & 355mm MAX. TREAD WIDTH, 115mm MIN. & 190mm MAX. RISER HEIGHT & MUST COMPLY WITH N.C.C. 3.9.1.
 - *BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2. TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE FINISHED GROUND LEVEL.
 - *PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
 - *WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 &/OR N.C.C. 3.8.1.2
 - *SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR.
 - *ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS, & WITH A.S. 4055-2012 FOR WINDLOADING.
- *FRAMING NOTES:**
- TIMBER ROOF TRUSSES TO MANUFACTURERS COMPUTATIONS AND LAYOUTS.
 - *ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684.2-2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.

DESIGN: LLOYD 29

FACADE: VISTA CEILING: 25. R

GARAGE: DOUBLE LOCATION: F

SECTION

VA6LL029V1551

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LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

JOB NO: 733199	DATE: 04/12/2021
F.C.DATE: 17 OCT 2023	MST VER: 10/12/2015
PERMIT No:	
DRAWN: JS	SHEET: 5 of 9

LEGEND
BUILDING ISSUES
Daniel Spence BS-U 42074

- SINGLE POWER POINT @ 300MM
DOUBLE POWER POINT @ 300MM
SINGLE PPOINT @ 650MM FOR COOKTOP
ELECTRONIC IGNITION
SGL PPOINT @ 600MM ON SEP. CIRCUIT
SINGLE POWER POINT @ 750MM
SINGLE POWER POINT @ 1050MM
DOUBLE POWER POINT @ 1050MM
DOUBLE POWER POINT @ 1500MM
SINGLE POWER POINT @ 1500MM
SINGLE POWER POINT @ 2000MM
LUMI LED DOWNLIGHT (FACE PLATE COLOUR:
WHITE, LIGHT COLOUR: NATURAL WHITE)
DOUBLE POWER POINT @ 500MM

- S. WEATHERPROOF PPOINT@1050MM FROM SLAB
D. WEATHERPROOF PPOINT@1050MM FROM SLAB
SGL PPOINT TO CEILING
SINGLE POWER POINT @ 400MM
CEILING LIGHT OUTLET (42W INTERNAL)
(15W EXTERNAL)
INTERNAL WALL LIGHT @ 1750MM (42W)
EXTERNAL WALL LIGHT @ 2100MM FROM SLAB
(MIN. 40L/W) (63 WATTS)
LIGHT OUTLET & SGL PPOINT TO ROOF (42W)
LED DOWNLIGHT (DLC3 WHITE)
LUMI AVESTA BLK EXTERNAL WALL LIGHT
(SKU: 104114BK) @ 1850MM

- PARAFLOOD LIGHT
LED STAIRLIGHT @ 200MM ABOVE
TREAD (DLC3 WHITE)
LED STRIP LIGHT
WATER PROOF LIGHT SWITCH
JUNCTION BOX ON WALL @ 2100MM
SMOKE DETECTOR
APPROX. POSITION. INSTALLED AS PER NCC 3.7.5 & TO
COMPLY WITH AS 3786
SMOKE DETECTORS TO BE INTERCONNECTED
EXHAUST FAN WITH DRAFT STOPPERS
(INSTALLED AS PER NCC 3.8.5 & TO COMPLY WITH AS 1668.2)
T.V. POINTS

- TELEPHONE / DATA POINTS
PAY T.V. POINTS
FODAF FIBRE OPTIC DATA POINT
CAB FIBRE OPTIC NETWORK CABINET POSITION
PCD PREMISES CONNECTION DEVICE POSITION
ISB INTERNAL SWITCHBOARD
DH DUCTED HEATING UNIT LOCATION
RA DUCTED HEATING RETURN AIR
OVERHEAD HEATING DUCTS
DUCTED HEATING RETURN AIR WALL GRILLE

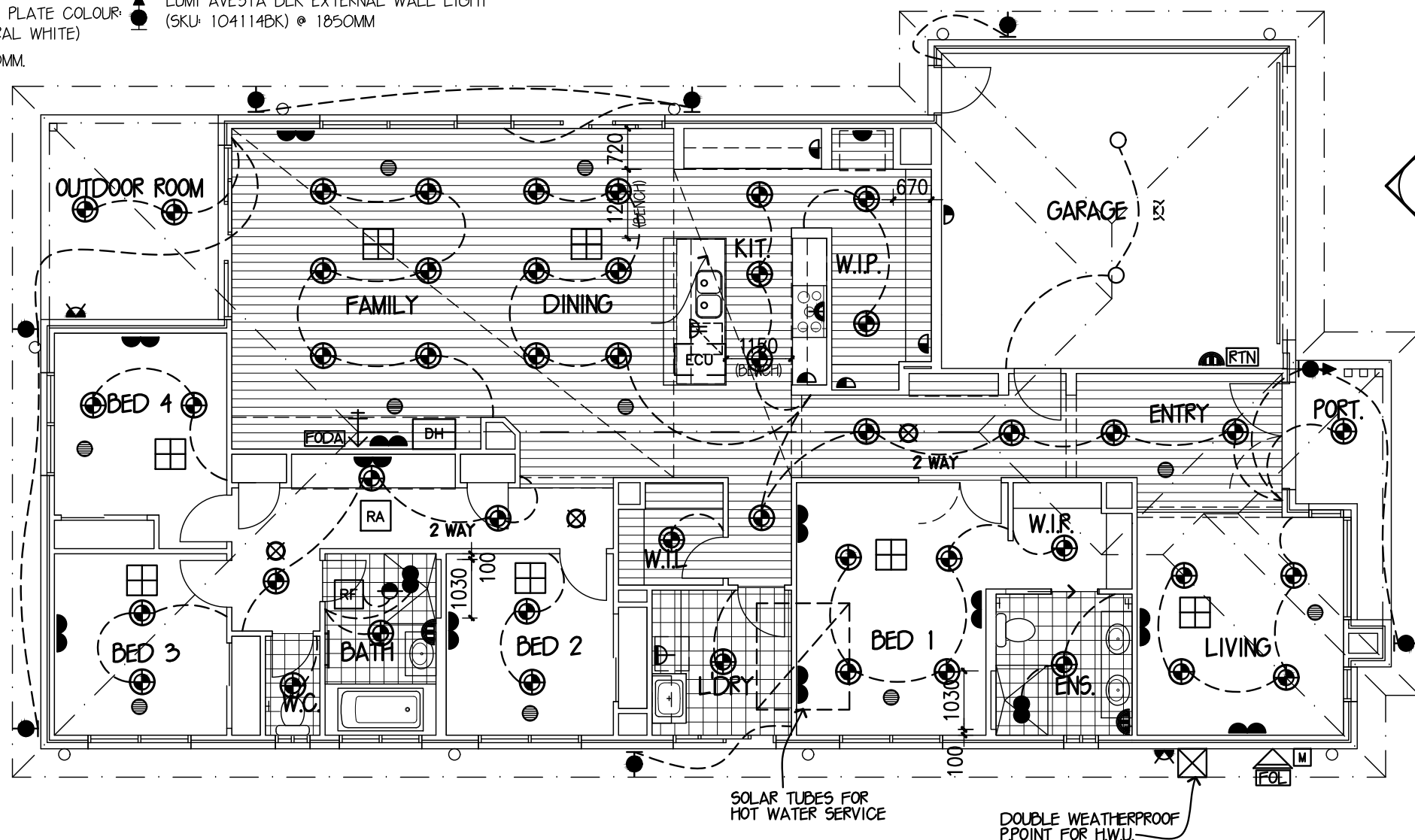
- EVAPORATIVE COOLING OUTLET
ECU EVAPORATIVE COOLING UNIT LOCATION
HOT WATER UNIT
INSTANTANEOUS HOT WATER UNIT
RINNAI INFINITY CONTROL POINT
METER BOX
GAS METER
RF ROOF ACCESS

- FLOOR TILING
LAMINATE FLOORING
CARPET

NBN PACKAGE

- FOL FIBRE OPTIC LEAD IN LOCATION
FODA FIBRE OPTIC DATA POINT
RTN RETURN FOR OPTIC FIBRE
DOUBLE POWER POINT @ 1500MM

NOTE: EXHAUST FANS TO
BE DUCTED TO OUTSIDE
AIR THROUGH ROOF SPACE



FLOORING	
CARPET	78.44 M2
TILED -WET AREA	17.92 M2
LAMINATE	84.15 M2

NOTE: THE LOCATIONS OF ALL ELECTRICAL,
HEATING & COOLING ITEMS SHOWN ON
THIS PLAN ARE INDICATIVE ONLY. FINAL
PLACEMENT ON SITE MAY VARY SUBJECT
TO BUILDING TOLERANCES & SITE
CONDITIONS AS APPLICABLE.

NOTE: HEATING AND COOLING OUTLET
LOCATIONS ARE IN APPROXIMATE
POSITIONS ONLY AND ARE SUBJECT TO
VERIFICATION BY HEATING CONTRACTOR.

NOTE: ALL LIGHT SWITCHES ARE LOCATED
1050MM FROM FLOOR LEVEL UNLESS
NOTED OTHERWISE.

ELECTRICAL PLAN 1:100

exhaust fans are to be ducted direct to
external air and achieve required flow rates for
condensation management requirements

CONSTRUCTION
DRAWINGS ...17/10/2023

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Signed.....

Date.....

ARTIFICIAL LIGHTING COMPLIANCE				
TITLE	HOUSE (5W/M ²)	GARA. (3W/M ²)	PORT. (4W/M ²)	TOTAL VALUE
FLOOR AREA M ²	0	0	0	0.00
ALLOWABLE LAMP WATTAGE (W/M ²)	0.00	0.00	0.00	0
TOTAL LAMP WATTAGE IN WATTS	0.00	0.00	0.00	0
ALLOWABLE LAMP WATTAGE ≥ TOTAL LAMP WATTAGE				

COMPLIANCE NOTES

- NOTE: INSULATION OF SERVICES AS PER NCC 3.12.5.1
NOTE: CENTRAL HEATING WATER PIPING AS PER
NCC 3.12.5.2
NOTE: HEATING & COOLING DUCTWORK AS PER
NCC 3.12.5.3 & SEALING PER AS 4254
NOTE: ELECTRIC SPACE HEATING AS PER NCC 3.12.5.4
NOTE: ARTIFICIAL LIGHTING AS PER NCC 3.12.5.5
NOTE: WATER HEATER IN HOT WATER SUPPLY SYSTEM
AS PER NCC 3.12.5.6

DESIGN: LLOYD 29

FACADE: VISTA

CEILING: 25, R

GARAGE: DOUBLE

LOCATION: F

ELECTRICAL PLAN
VA6LL029V1551

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LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

JOB NO: 733199 DATE: 04/12/2021

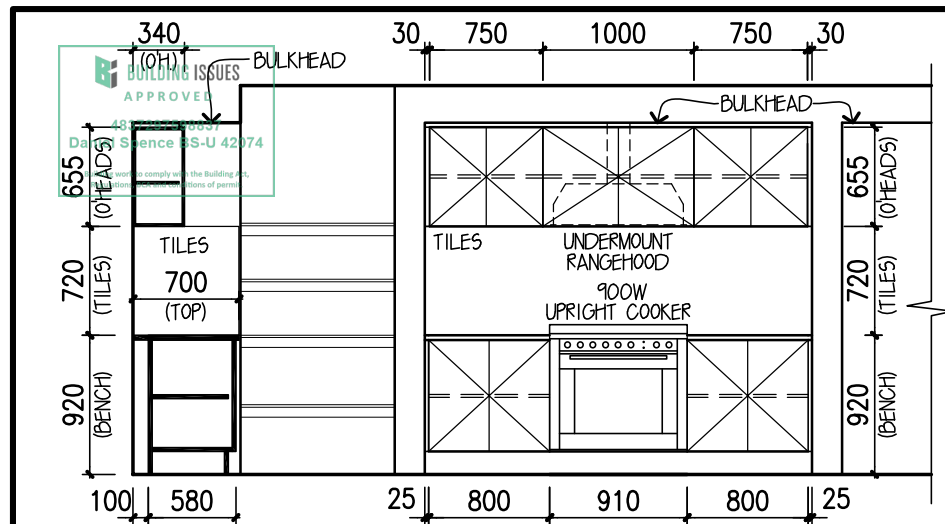
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DRAWN: JS

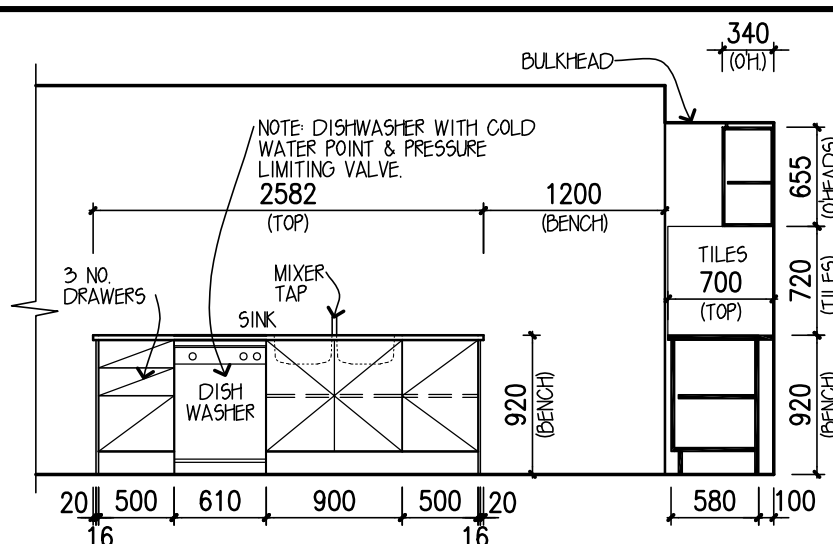
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SHEET: 6 of 9

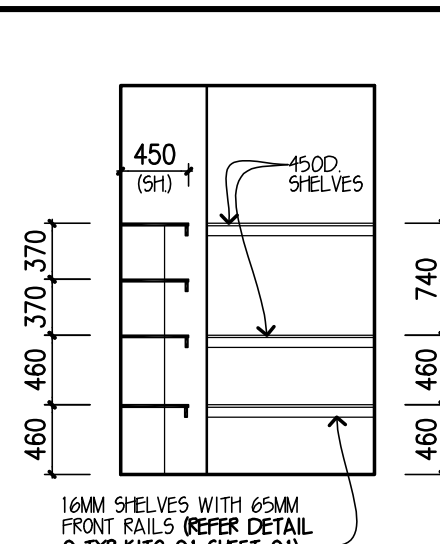


ELEVATION C
KITCHEN

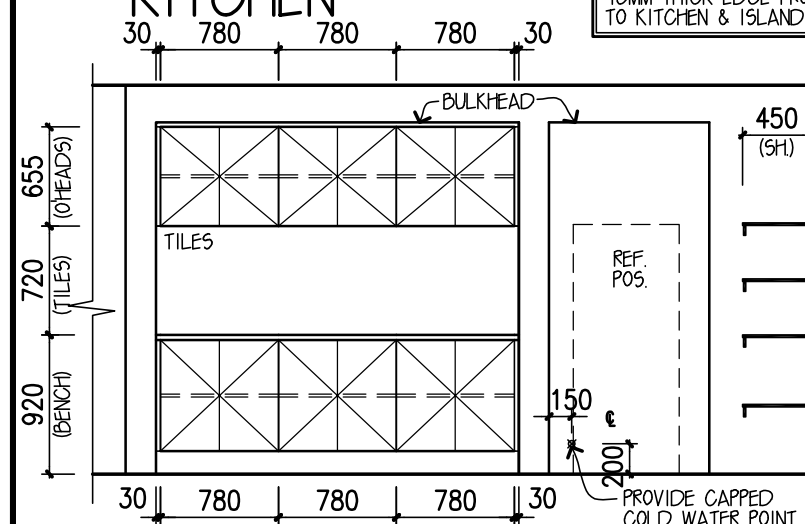
PROVIDE CATEGORY 1 20MM
SILESTONE BENCHTOPS WITH
40MM THICK EDGE PROFILE
TO KITCHEN & ISLAND BENCH



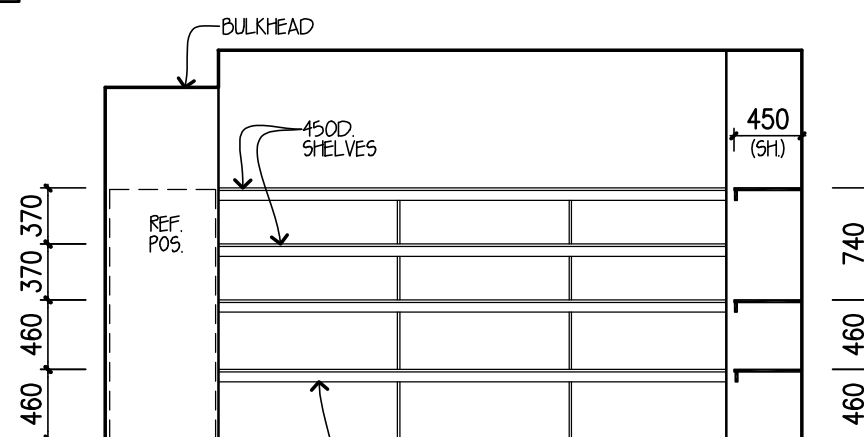
ELEVATION A



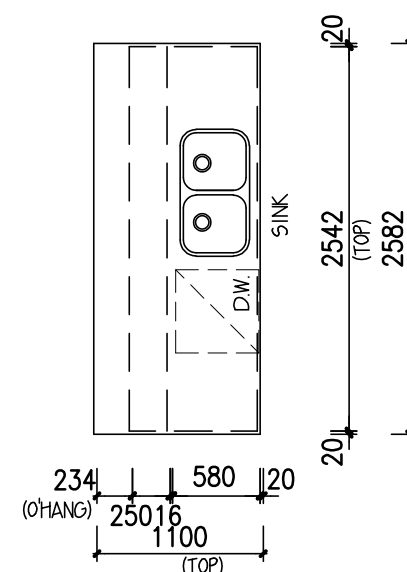
ELEVATION B
W.I.P



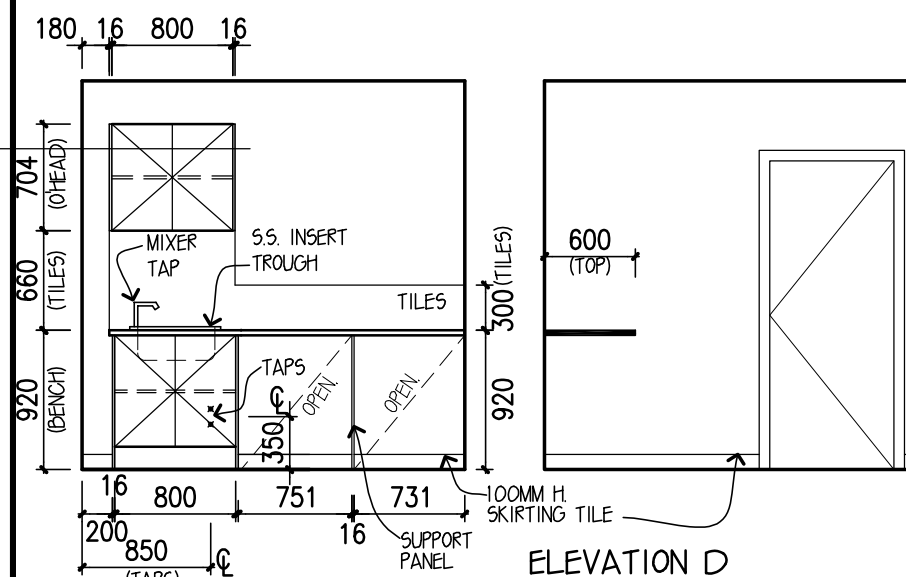
ELEVATION D
KITCHEN/ W.I.P



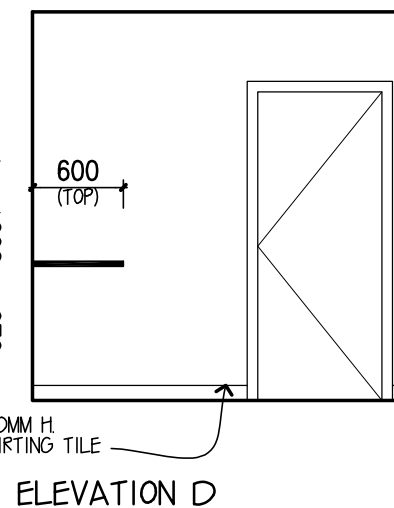
ELEVATION C
W.I.P



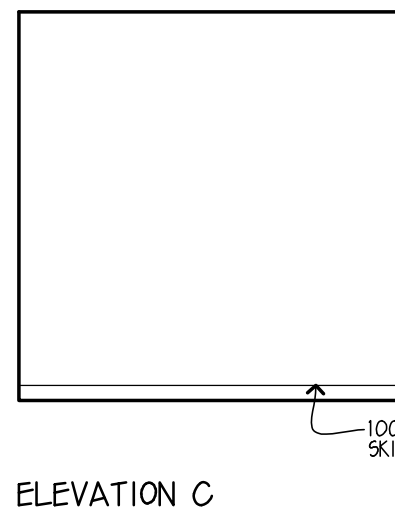
KITCHEN ISLAND
BENCH DETAIL



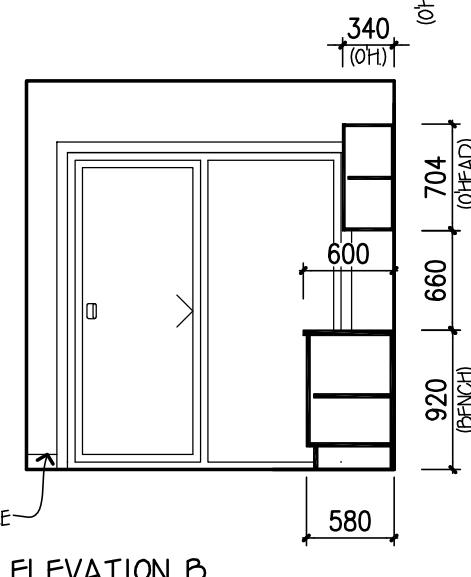
ELEVATION A
LAUNDRY
INTERALS 1:50



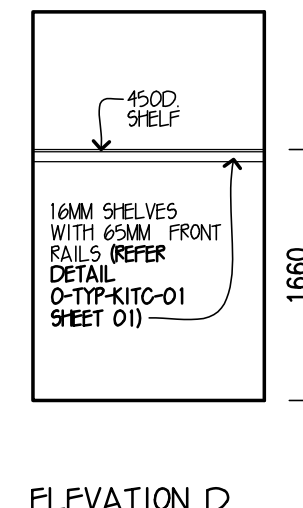
ELEVATION D



ELEVATION C



ELEVATION B



ELEVATION D
BROOM

- NOTES:
- * TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES
 - * INTERNAL DIMENSIONS INDICATED ARE TAKEN FROM PLASTER.
 - * INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM THE FINISHED SLAB LEVEL, FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
 - * ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE
 - * SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS

- * BENCHTOPS MAY HAVE A JOIN DEPENDANT ON LENGTH & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
- * ISLAND BENCH BACK PANELS WILL HAVE A JOIN POSITIONED AT THE MANUFACTURERS DISCRETION

CONSTRUCTION DRAWINGS ...17/10/2023.

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No further variations permitted

Signed.....

Date.....

DESIGN: LLOYD 29

FACADE: VISTA CEILING: 25. R

GARAGE: DOUBLE LOCATION: F

INTERNAL ELEVATIONS

VA6LLO29V1551

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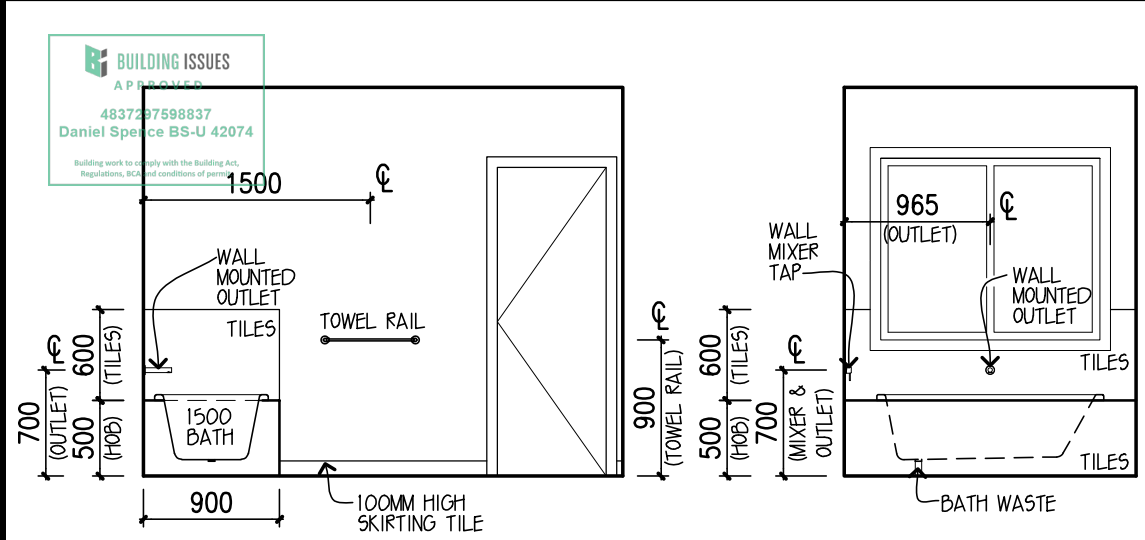
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YARRAWONGA

JOB NO: 733199 DATE: 04/12/2021

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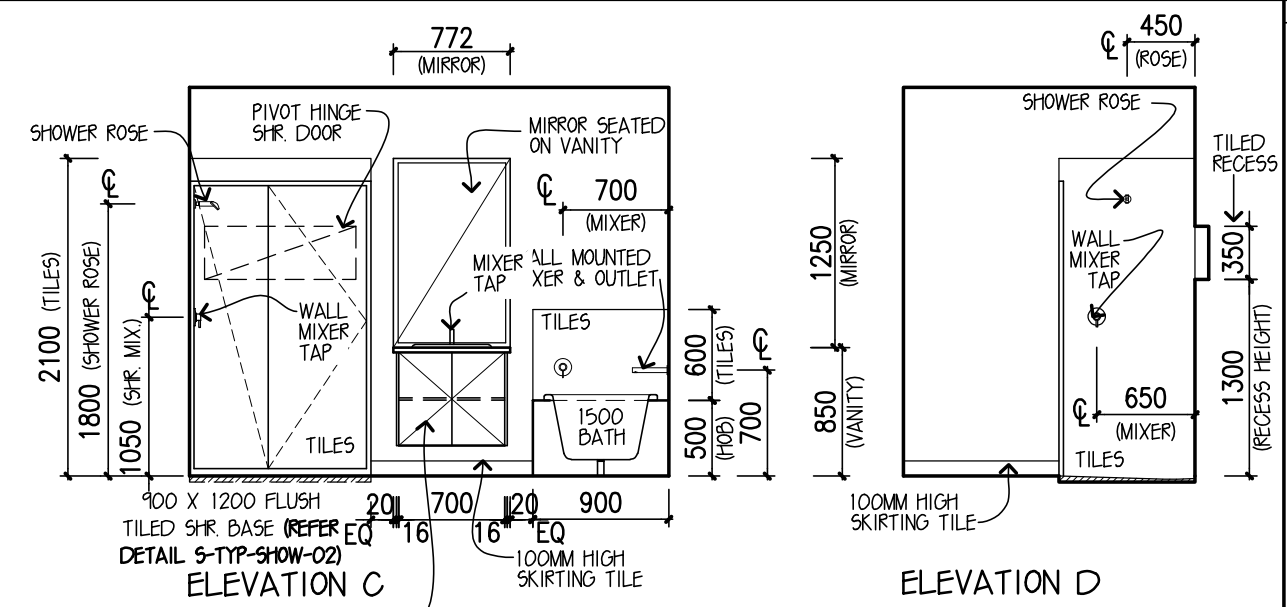
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ELEVATION A
BATH

ELEVATION B



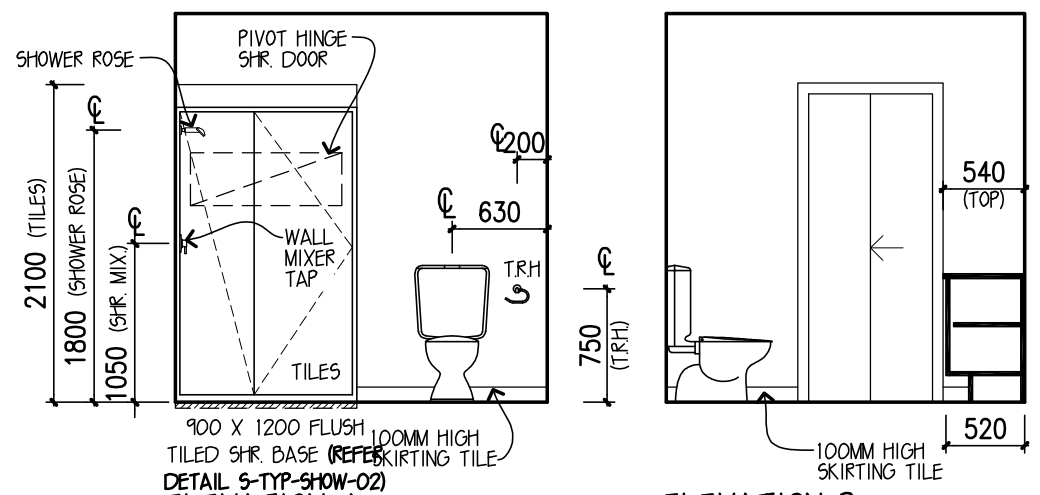
ELEVATION C

ELEVATION D

provide **waterstop** underneath shower screen & door for tiled shower base

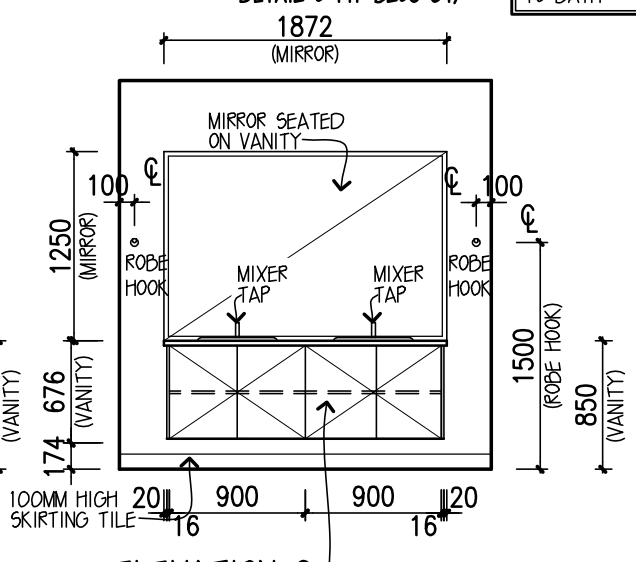
NOTE: PROVIDE NOGGIN BETWEEN STUDS FOR VANITY FIXING. (REFER DETAIL 0-TYP-BLOC-01)

PROVIDE PROMOTIONAL 20MM SILESTONE BENCHTOPS WITH 40MM THICK EDGE PROFILE TO BATH

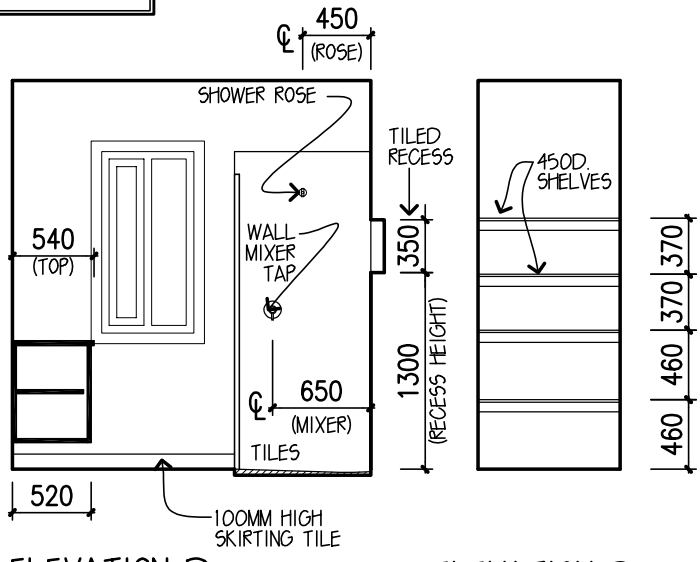


ELEVATION A

ELEVATION B

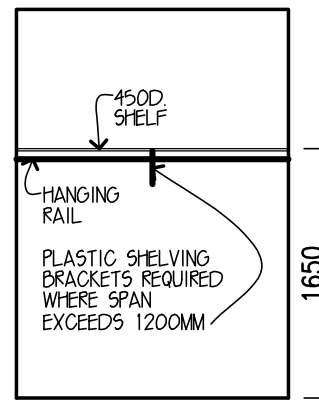


ELEVATION C

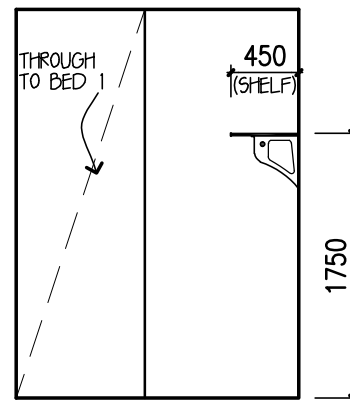


ELEVATION D

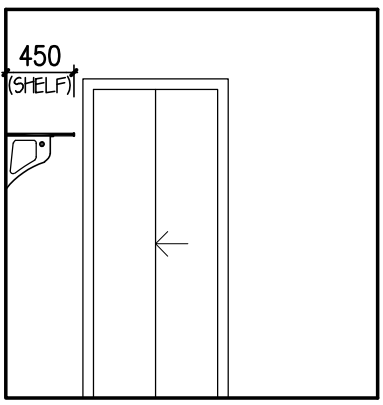
ELEVATION D



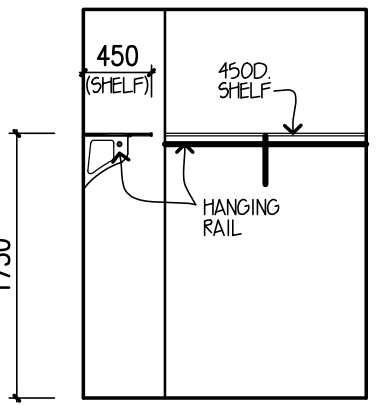
BED'S 2, 3 & 4
(TYPICAL)
ROBE



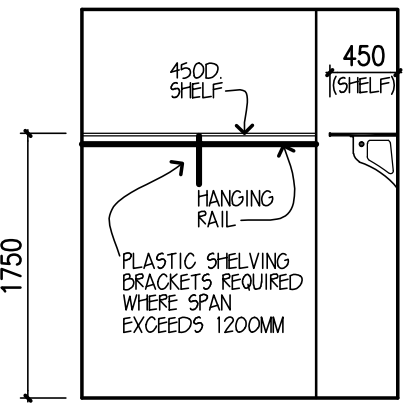
ELEVATION A
W.I.R



ELEVATION B



ELEVATION C



ELEVATION D

NOTES:
* TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES
* INTERNAL DIMENSIONS INDICATED ARE TAKEN FROM PLASTER.
* INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM THE FINISHED SLAB LEVEL, FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
* ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE
* SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS

* BENCHTOPS MAY HAVE A JOIN DEPENDANT ON LENGTH & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
* ISLAND BENCH BACK PANELS WILL HAVE A JOIN POSITIONED AT THE MANUFACTURERS DISCRETION

CONSTRUCTION DRAWINGS 17/10/2023
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

DESIGN: **LLOYD 29**
FACADE: **VISTA** CEILING: **25, R**
GARAGE: **DOUBLE** LOCATION: **F**
INTERNAL ELEVATIONS
VA6LLO29V1551
AUSTRALIAN BUILDING COMPANY OWNS COPYRIGHT IN THIS DRAWING. UNAUTHORISED USE, REPRODUCTION OR ADAPTION IS FORBIDDEN AND WILL BE PROSECUTED.



501 Blackburn Road, Mount Waverley Vic 3149,
Tel: 03 9542 4999 Fax: 03 9542 4998
Building Practitioner Reg. No. DB-U8929
A.C.N. 603 519 366 www.australianbuildingcompany.com.au
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OWNER: **HOLLEEA**
LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

JOB NO: **733199** DATE: **04/12/2021**
F.C.DATE: **17 OCT 2023** MST VER: **10/12/2015**
PERMIT No:
DRAWN: **JS** CHKD: SHEET: **8** of **9**

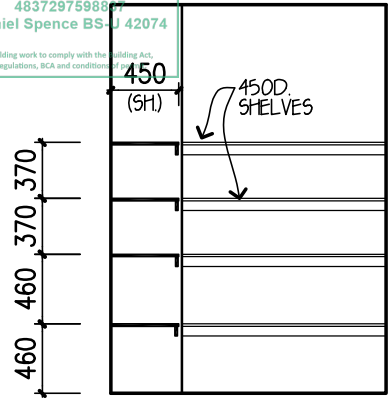
BUILDING ISSUES

APPROVED

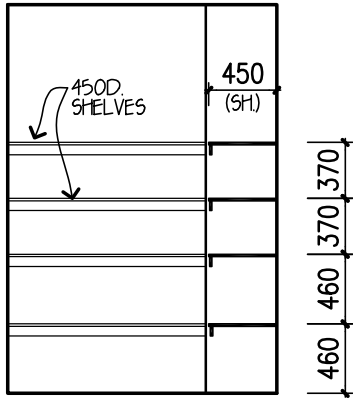
483729759887

Daniel Spence BS-U 42074

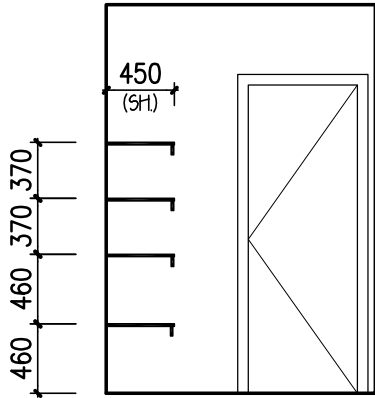
Building work to comply with the Building Act, Regulations, BCA and conditions of any permit.



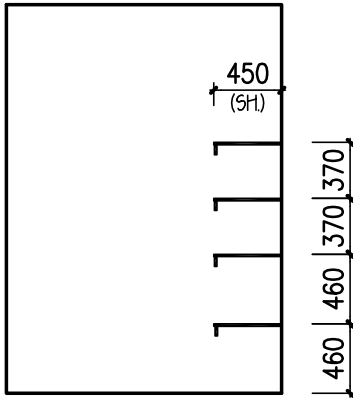
ELEVATION D
W.I.L



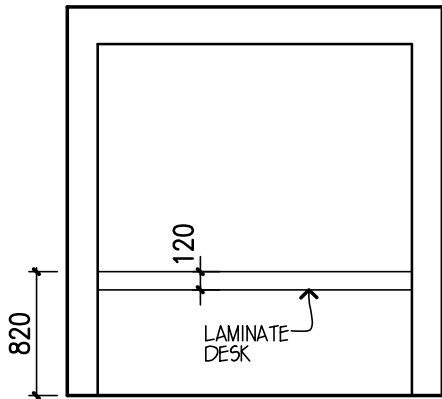
ELEVATION A



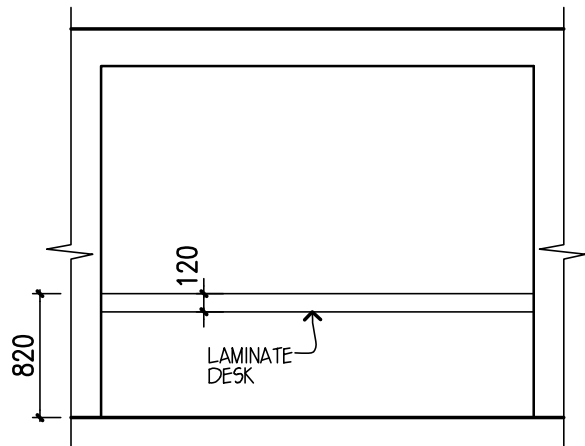
ELEVATION C



ELEVATION B



ELEVATION D
ENTRY (ALCOVE)



ELEVATION D
STUDY NOOK

- NOTES:
- * TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES
 - * INTERNAL DIMENSIONS INDICATED ARE TAKEN FROM PLASTER.
 - * INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM THE FINISHED SLAB LEVEL, FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
 - * ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE
 - * SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS
- * BENCHTOPS MAY HAVE A JOIN DEPENDANT ON LENGTH & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
- * ISLAND BENCH BACK PANELS WILL HAVE A JOIN POSITIONED AT THE MANUFACTURERS DISCRETION

CONSTRUCTION

DRAWINGS ...17/10/2023.

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

DESIGN: LLOYD 29

FACADE: VISTA CEILING: 25, R

GARAGE: DOUBLE LOCATION: F

INTERNAL ELEVATIONS

VA6LL029VI551

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OWNER: HOLLEEA
LOT 2118 VINEYARD CIRCUIT
YARRAWONGA

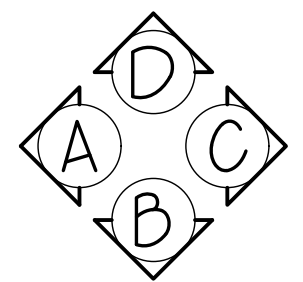
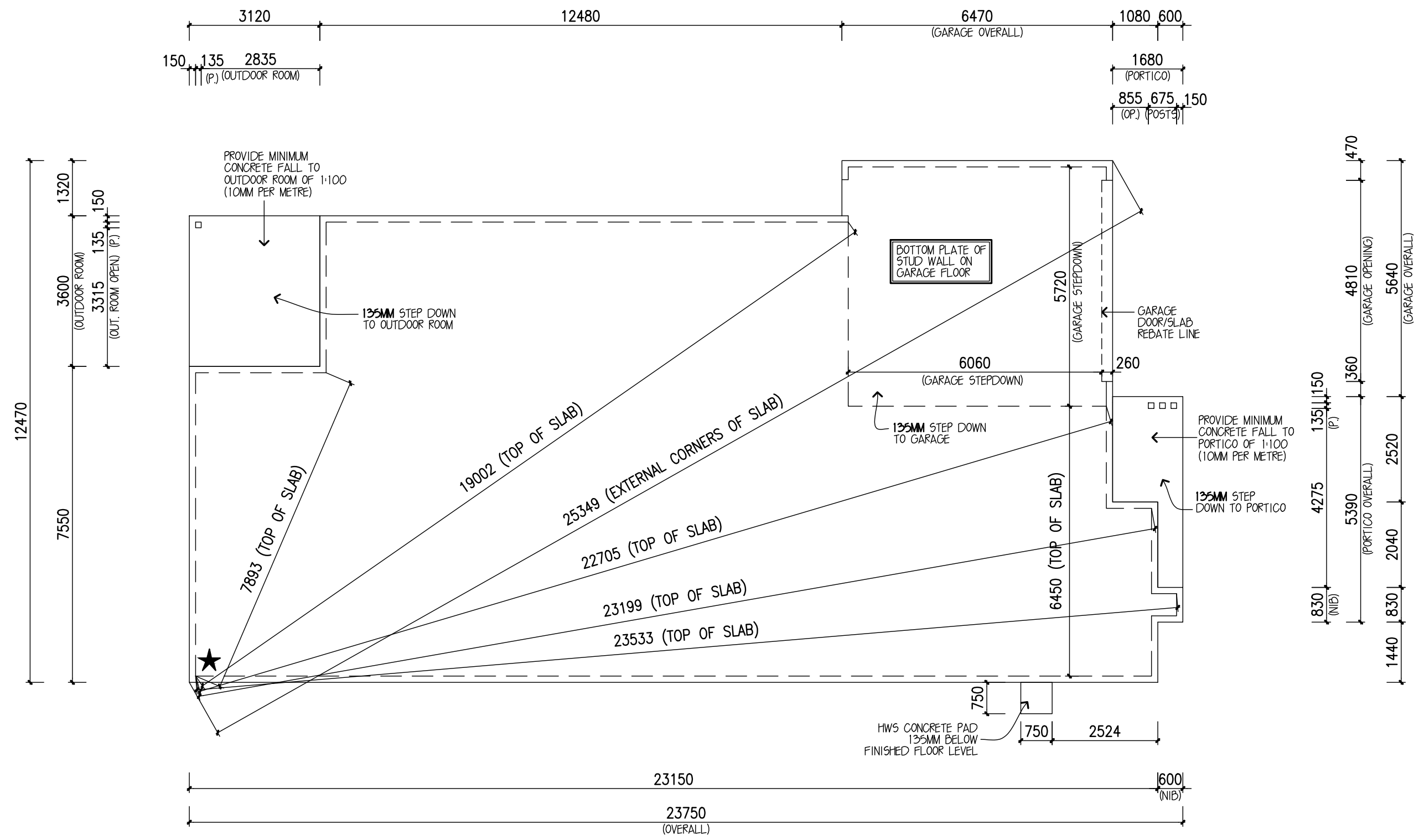
JOB NO: 733199 DATE: 04/12/2021

F.C.DATE: 17 OCT 2023 MST VER: 10/12/2015

PERMIT No:

DRAWN: JS CHKED: SHEET: 9 of 9

FOR CONSTRUCTION PURPOSES ONLY



SLAB LAYOUT PLAN 1:100

CONSTRUCTION DRAWINGS 17/10/2023
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

150MM WIDE
REBATE TO HOME

SLAB LAYOUT PLAN TO BE READ IN CONJUNCTION WITH SLAB ENGINEER'S DESIGN. REFER TO ENGINEER'S REPORT NO. 211930

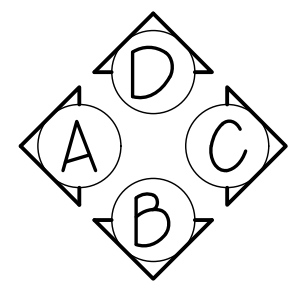
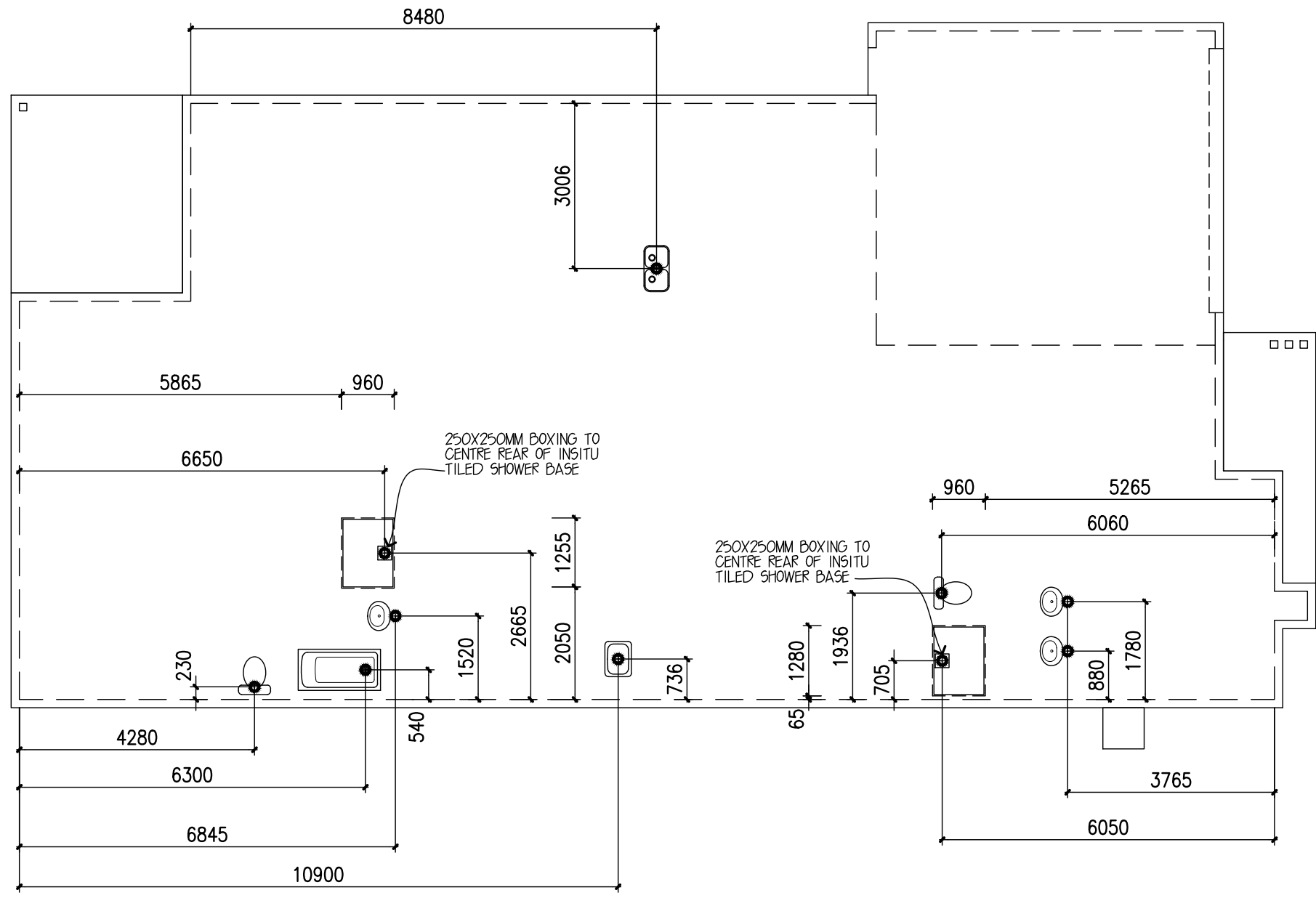
★ START POINT FOR ALL EXTERNAL DIMENSIONS (IDEAL START POINT TO BE TAKEN FROM REAR CORNER OF THE LONGEST RUN OF WALL)

DESIGN: LLOYD 29
FACADE: VISTA CEILING: 25, R
GARAGE: DOUBLE LOCATION: F
SLAB LAYOUT PLAN
VA6LL029V1551
AUSTRALIAN BUILDING COMPANY OWNS COPYRIGHT IN THIS DRAWING. UNAUTHORISED USE, REPRODUCTION OR ADAPTION IS FORBIDDEN AND WILL BE PROSECUTED.

	AUSTRALIAN BUILDING CO.	OWNER: HOLLEEA LOT 2118 VINEYARD CIRCUIT YARRAWONGA
501 Blackburn Road, Mount Waverley Vic 3149, Tel: 03 9542 4999 Fax: 03 9542 4998 Building Practitioner Reg. No. DB-U8929 A.C.N. 603 519 366 www.australianbuildingcompany.com.au		JOB NO: 733199 DATE: 04/12/2021
© COPYRIGHT 2014 REPRODUCTION FORBIDDEN Unauthorised use, reproduction or adaptation is forbidden and will be prosecuted.		F.C.DATE: 17 OCT 2023 MST VER: 10/12/2015
		PERMIT No:
	DRAWN: JS	CHKD: 9

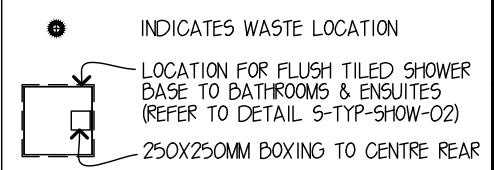
BUILDING ISSUES
APPROVED
443729588837
Daniel Spence 443729588837
Building work to comply with the Building Acts,
Regulations, BCA and conditions of approval

FOR CONSTRUCTION PURPOSES ONLY



PLUMBING LAYOUT PLAN 1:100

CONSTRUCTION DRAWINGS 17/10/2023
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....



DESIGN: LLOYD 29	 AUSTRALIAN BUILDINGCO.	OWNER: HOLLEEA	
FACADE: VISTA		LOT 2118 VINEYARD CIRCUIT	
GARAGE: DOUBLE		YARRAWONGA	
CEILING: 25, R		JOB NO: 733199	DATE: 04/12/2021
LOCATION: F		F.C.DATE: 17 OCT 2023	MST VER: 10/12/2015
PLUMBING LAYOUT PLAN		PERMIT No:	
VA6LL029V1551		DRAWN: JS	CHKED: 9
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Response to Request of Information
Regulation 51(1) - Building Regulations 2018



Certificate No: 2636/2024
Date of Issue: 25 November 2024

Secure Electronic Registries Victoria Pty Ltd as Trustee for Secure Electronic
Registries Victoria Trust (SERV)
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Email: Landata.online@servictoria.com.au

Agent Reference: 74992941-014-8

Property Details: 92365501

Location: 4 Vineyard Circuit YARRAWONGA 3730
Lot: 2118 PS: 902067

PARTICULARS

Details of any Building Permits issued in the preceding 10 years

Building Permit Details

Building Permit (Council Ref No)	Approval Date	Works Description	Class of Building
6.2023.653	28/11/2023	Dwelling & Garage	1a(a) & 10a

Occupancy/Certificate of Final Inspection Details

Council Ref No.	Completion Type (Occupancy Permit or Certificate of Final Inspection)	Issue Date
6.2023.653	Occupancy Permit	25/09/2024

Details of any current statement issued under Regulation 64(1) or exemption granted under
Regulation 231(2):
NIL

Details of any Notice or Order issued by the relevant building surveyor under the Building Act 1993:
NIL

A handwritten signature in black ink, appearing to be 'JP' or similar, written over a horizontal line.

Authorised Officer



Domestic Building Insurance

Certificate of Insurance

HOLLEEA PTY LTD
5 WEDGE-TAILED COURT
STRATHTULLOH
VIC 3338

Policy Number:
C681827

Policy Inception Date:
02/03/2022

Builder Account Number:
006598

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 2118, 4 Vineyard Circuit YARRAWONGA VIC 3730 Australia**
Carried out by the builder: **AUSTRALIAN BUILDING COMPANY PTY LTD**
Builder ACN: **603519366**

! 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): **HOLLEEA PTY LTD**
Pursuant to a domestic building contract dated: **08/02/2022**
For the contract price of: **\$ 339,318.00**
Type of Cover: **Cover is only provided if AUSTRALIAN BUILDING COMPANY 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*

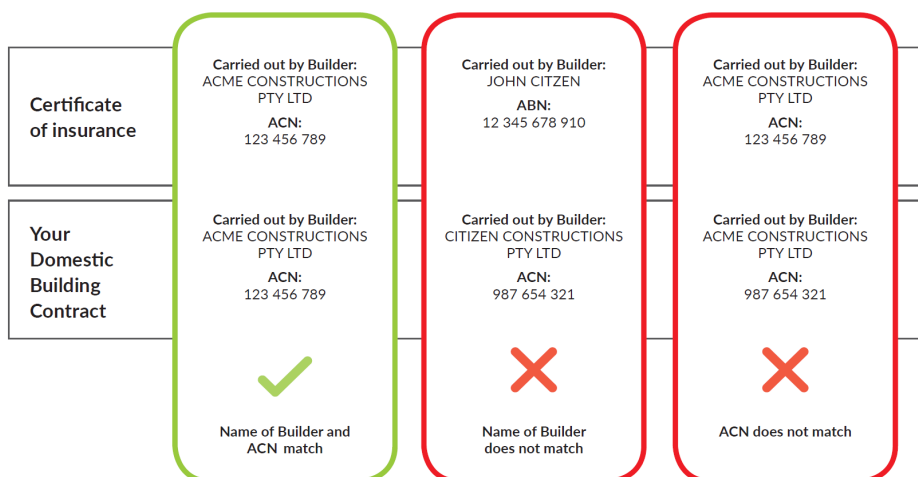
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$689.00
GST:	\$68.90
Stamp Duty:	\$75.79
Total:	\$833.69

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



OCCUPANCY PERMIT Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

Property Details

Number 4	Street/Road Vineyard Circuit	Suburb Yarrowonga	Postcode 3730
Lot/s 2118	LP/PS PS902067N	Volume 12495	Folio 713
Crown allotment	Section No	Parish	County
Municipal District Moira Shire Council			

Building permit details

Building permit number: **4837297598837**
Version of BCA applicable to building permit: **BCA 2019 Volume 2**

Building Details

Part of building to which permit applies: **Dwelling**
Permitted use: **Domestic**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5kPa**

Part of building to which permit applies: **Garage**
Permitted use: **Domestic**
BCA Class of building: **10a**
Maximum permissible floor live load:

Suitability for occupation

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

Relevant Building Surveyor

Name: **Daniel Spence**
Building practitioner registration no.: **BS-U 42074**

Signature: _____

Date of Final Inspection: **29/08/2024**

Occupancy Permit no.: **4837297598837**

Date of issue of permit: **25/09/2024**