



Gilda Franz and Eduardus Christianus Henricus Jansen
Vendors Statement

14 Hacketts Road, Olinda VIC 3788

Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Vendor: Gilda Franz and Eduardus Christianus Henricus Jansen

Property: 14 Hacketts Road, Olinda VIC 3788

1. Definitions

In this Vendor's Statement:

Certificate means a certificate issued by the relevant Authority.

Schedule means a schedule or annexure to this Vendor's Statement.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.

In this Section 32, the check-boxes marked with a tick or an "x" represents the vendor's responses to the matters referred to below. Any unmarked check-boxes are not included in this section 32.

2. Section 32A – Financial matters

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

no more than

\$3,000 \$5,000 Other, \$_____

as evidenced by the attached notices received by the Vendor.

OR

contained in the attached Certificates.

2.2 To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

Details of the charges are:

2.3 This Contract is **not** a Terms Contract that requires the purchaser 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.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

3. Section 32B – Insurance details

3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

3.2 **Owner builder**

- The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.
- The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:
- (a) defects inspection report; and
 - (b) domestic building insurance.

4. Section 32C – Matters relating to land use

4.1 **Easements, covenants or other similar restrictions**

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

- no existing failure to comply with the terms of any Encumbrances
- a breach to the terms of the Encumbrances, the particulars of which are:

To the best of the Vendor's knowledge,

- the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.
- the Vendor is aware of unregistered Encumbrances and the particulars are:

- no existing failure to comply with the unregistered Encumbrances.

4.2 **Road access**

There:

- is access to the Property by road.
- is no access to the Property by road.

4.3 **Designated bushfire prone area**

- The Land **is** in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.
- The Land is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

4.4 **Planning scheme**

Refer to the attached Certificate for the required information.

5. Section 32D – Notices

5.1 Notice, order, declaration, report or recommendation

- To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.
- Refer to the attached Certificate for the required information.

5.2 Agricultural chemicals

To the best of the Vendor's knowledge, 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.

5.3 Compulsory acquisition

To the best of the Vendor's knowledge, 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 not applicable to this Property.
- are:

6. Section 32E – Building permits

- There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.
- Refer to the attached Certificate for further details.

7. Section 32F – Owners Corporation

- There is no owners corporation in relation to this Property.
- There is an/are owners corporation(s) in relation to this Property;
- but it is an **inactive** owners corporation.
 - the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. Section 32G – Growth Areas Infrastructure Contribution (GAIC)

- To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.
- Refer to the attached Certificate for further details.

9. Section 32H – Services that are not connected

The Vendor discloses that the following services are:

- Electricity supply: Not connected
- Gas supply: Not connected

- Water supply: Not connected
Sewerage supply: Not connected
Telephone supply: Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. *Section 32I – Evidence of title*

The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

- Title search for Certificate of Title Volume 8912 Folio 661
 Copy of the plan LP007411

11. *Lease*

- There are no tenants living at the Property and the Property will be sold as vacant possession.
 There are tenants living at the Property and a copy of the Lease is attached.

12. *Due diligence checklist*

Schedule 1 is attached for the Purchaser's benefit.

13. *GST withholding notice*

The Vendor discloses to the Purchaser that this sale is:

- a taxable withholding **not** a taxable withholding
 in full to an extent

Where this sale is a taxable withholding, margin scheme

- will be (7% of the Purchase Price to be withheld)
 will not be (1/11th of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

- not required** to make a withholding.
 required to make a withholding payment using the below details:

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of residential withholding payment: \$ _____

Amount purchaser must pay: \$ _____

Amount must be paid: at Settlement at another time (specify):

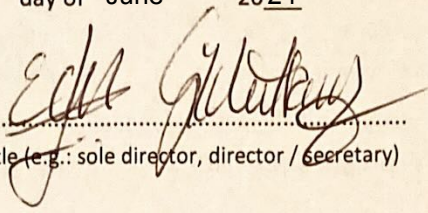
Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$ _____

DATE OF THIS STATEMENT:

The 26 day of June 2024

SIGNATURE OF THE VENDOR

.....


* If signing for a Company Vendor, please insert full name and title (e.g.: sole director, director / secretary)

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

DATE OF THIS ACKNOWLEDGEMENT:

The day of 20__

SIGNATURE OF THE PURCHASER

.....

* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

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](https://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.

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.

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

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

VOLUME 08912 FOLIO 661

Security no : 124115821097G

Produced 14/06/2024 03:28 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 007411.

PARENT TITLES :

Volume 08008 Folio 104 to Volume 08008 Folio 105

Created by instrument E243017 06/12/1971

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

GILDA FRANZ

EDUARDUS CHRISTIANUS HENRICUS JANSEN both of 14 HACKETTS ROAD OLINDA VIC

3788

AB083417S 18/02/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB083418Q 18/02/2002

THE ROCK BUILDING SOCIETY LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP007411 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: 14 HACKETTS ROAD OLINDA VIC 3788

DOCUMENT END

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LP 7411

EDITION 2
 PLAN MAY BE LODGED
 04/10/18

Plan of Subdivision of
 Crown Allotment 34 Sec C
 Parish of Monbulk
 County of Evelyn

VOL. 3000 FOL. 884

Measurements are in Links
 Conversion Factor
 LINKS x 0.201168 = METRES

DEPTH LIMITATION: 50 FEET

COLOUR CODE

R1 = BROWN

ROADS COLOURED BROWN

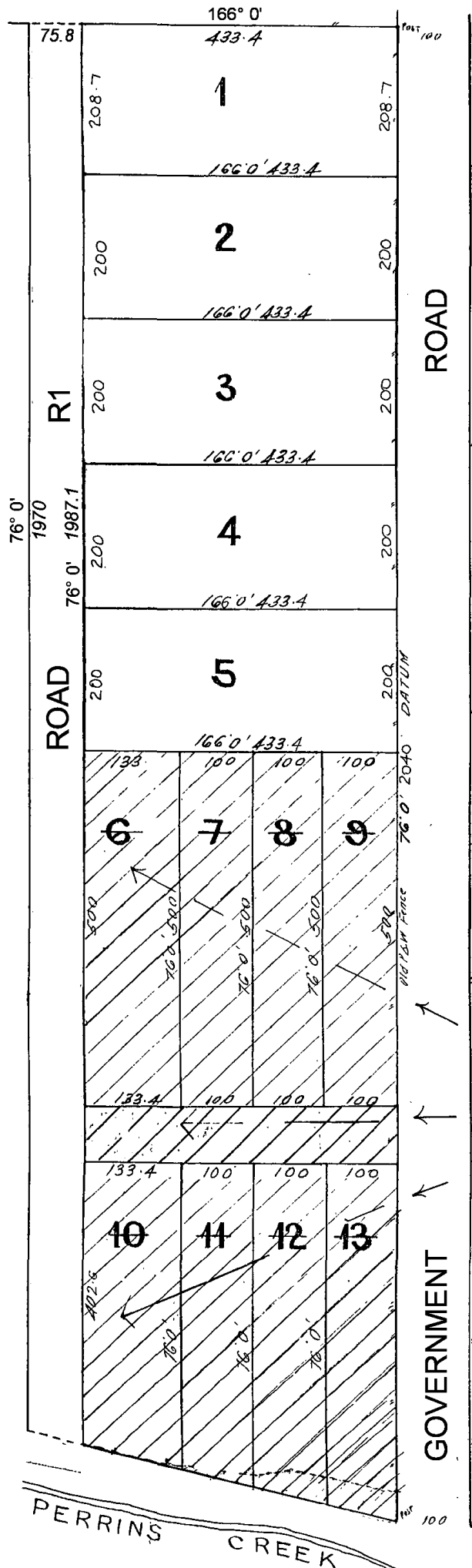


ENCUMBRANCES

AS TO THE LAND MARKED R1:
 THE RIGHT OF CARRIAGE WAY
 CREATED BY INST. C420423

LOTS HATCHED PURPLE AND
 ROAD HATCHED PURPLE
 OVER BROWN EXCISED VIDE
 APPN. 12973 SEC. 233

LAND	I.D.	MODIFICATION	DEALING NUMBER	EDITION	ASSISTANT REGISTRAR OF TITLES
ROAD	R1	CREATION OF EASEMENT	C420423	2	A.D.



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au



Certificate Number: 114893
Issue Date: 14-Jun-2024
Applicant Reference: 73190990-013-8:159831

Landata
DX 250639
MELBOURNE VIC

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

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

PROPERTY INFORMATION

Assessment Number: 56675/9
Property Address: 14 Hacketts Road, Olinda VIC 3788
Property Description: Lot 4 LP7411 Ca PT 34 PMonbulk

VALUATION INFORMATION

Current Level of Value Date: 1 January 2023
Operative Date of Value: 01-Jul-2023
Site Value: 575,000
Capital Improved Value: 875,000
Net Annual Value: 43,750

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2024		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	2,193.50	Legal Charges Arrears	0.00
Waste Charge	459.00	Arrears & Previous Year Interest	0.00
Fire Services Property Levy	165.25	Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	2,817.75
		Rebates	0.00
		Payments since 1 July 2023	-2,817.75
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	0.00
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
Total Annual Charge	2,817.75	Balance Outstanding	\$0.00

Rates are due to be paid in full by 15 Feb 2024, if payment is not being made by instalments.

Payment can be made by:

- BPAY – Biller Code 8979 Reference 566759
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 566759

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There ~~is~~is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There ~~is~~is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

OTHER INFORMATION

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



Jim Stewart

Executive Officer, Property Rating Services Date: 14-Jun-2024
(Contact Property Rating Services on 1300 368 333 for any enquiries)
Received the sum of \$27.80 being the fee for this Certificate.

14th June 2024

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Lead Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

Property Address:	14 HACKETTS ROAD OLINDA 3788
Applicant	Lead Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA
Information Statement	30858424
Conveyancing Account Number	7959580000
Your Reference	569390

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Private Main/Trunk Service Agreement

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	14 HACKETTS ROAD OLINDA 3788
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan. If no assets can be seen, email easyaccess@yvw.com.au to seek servicing options available to the property.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

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

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

Melbourne Water Property Information Statement

Property Address	14 HACKETTS ROAD OLINDA 3788
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STATEMENT UNDER SECTION 158 WATER ACT 1989

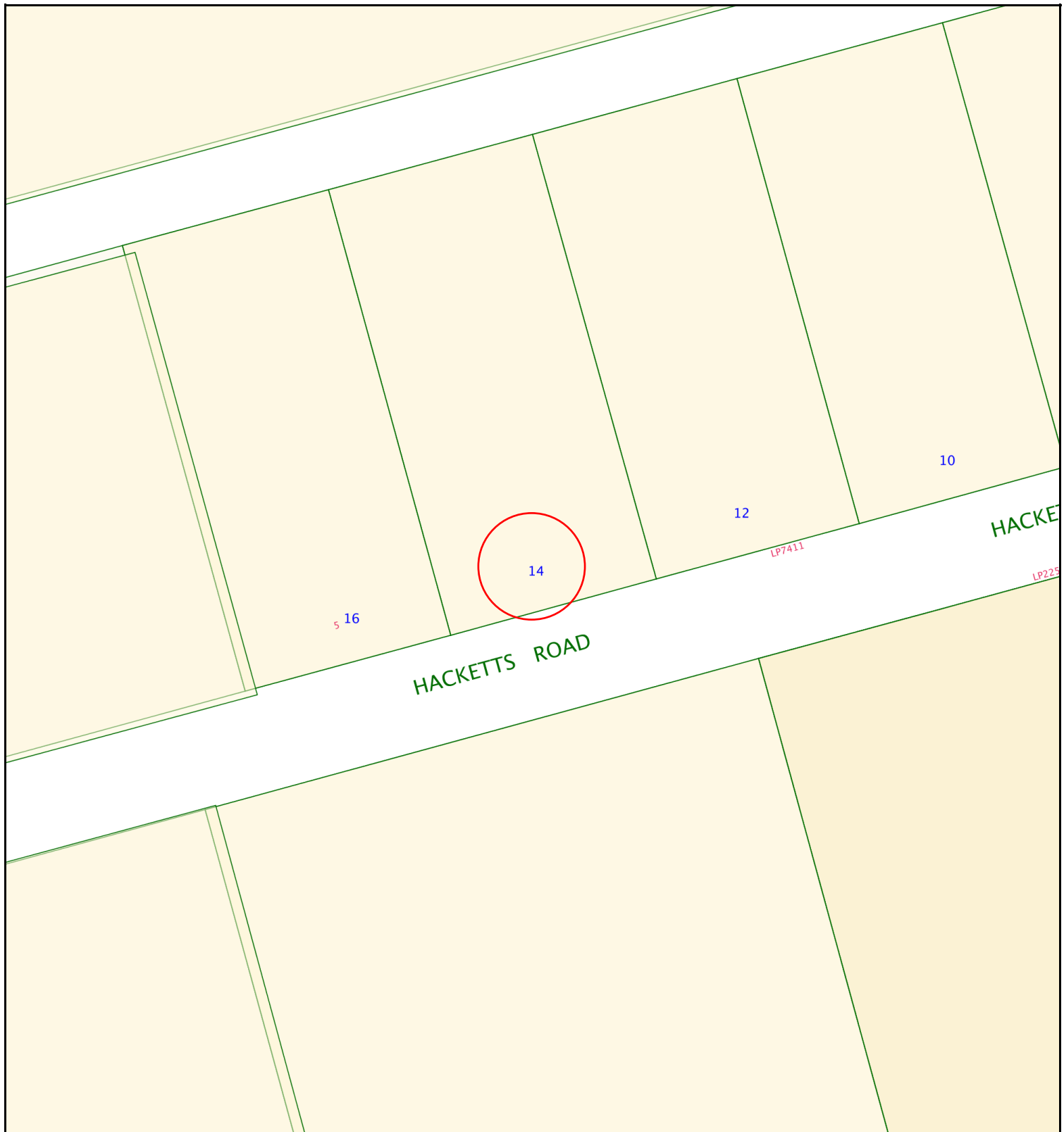
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30858424**

Address	14 HACKETTS ROAD OLINDA 3788
Date	14/06/2024
Scale	1:1000



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

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

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5340460000
Rate Certificate No: 30858424

Date of Issue: 14/06/2024
Your Ref: 569390

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 HACKETTS RD, OLINDA VIC 3788	4\LP7411	1385221	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Water Usage Charge <i>Step 1 – 1.000000kL x \$2.49560000 = \$2.50</i> Estimated Average Daily Usage \$0.06	15-04-2024 to 30-05-2024	\$2.50	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$16.13	\$16.13

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	Balance Brought Forward \$0.50
	Total for This Property \$57.76

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1385221

Address: 14 HACKETTS RD, OLINDA VIC 3788

Water Information Statement Number: 30858424

HOW TO PAY



Bill Code: 314567
Ref: 5340460001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

21112298

YARRA VALLEY WATER LIMITED
(ACN 066 902 501)

TEMPORARY TRUNK SERVICE AGREEMENT

REFERENCE NO:(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, **Victoria Water Supply and Sewerage Plumbing Regulations 1994**, **Water Industry Regulations 1995**.

Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
 - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus;
 - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the **Water Industry Regulations 1995**.

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the **Water Industry Act 1994**.

4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
 - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
 - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

7 CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the **Sale of Land Act 1962** must expressly inform potential purchasers of the property that:
- (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than on month's notice in writing; and
 - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the **Water Industry Act 1994** within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the **Water Industry Act 1994**.

Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
 - (b) executing a deed in the form of schedule 3; and
 - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
- (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
 - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
- (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
 - (b) the efficient functioning of the temporary trunk service.
- 10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
- (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
 - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
 - (c) the additional water usage under clause 2.4(b),
- must be borne by property owners in accordance with their responsibilities under this agreement.
- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners,
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

- 11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
- (c) any failure to comply with the terms of this agreement.

12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the **Water Industry Act 1994**.

13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:

- (a) disconnect the temporary trunk service from that property; and
- (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the **Water Industry Act 1994**.

13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

14.3 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)]	Signature(s)	Date

Signed for and on behalf of Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on(date)

BY:(name)

of(address) ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994**.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at
.....more particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by(SIGNATURE)

WITNESS.....(Print Name)(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on [date]

BY: [name]

of ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at
..... more particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service Agreement and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by(SIGNATURE)

WITNESS.....(Print Name)(SIGNATURE)

ADDRESS OF WITNESS.....

Property Clearance Certificate

Land Tax



INFOTRACK / LEAD CONVEYANCING

Your Reference:	55442: M-CB-FRA18-55442 (LI
Certificate No:	78551611
Issue Date:	14 JUN 2024
Enquiries:	ESYSPROD

Land Address: 14 HACKETTS ROAD OLINDA VIC 3788

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12587280	4	7411	8912	661	\$1,903.12

Vendor: EDUARDUS JANSEN & GILDA FRANZ

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR EDUARDUS CHRISTIANUS HENRIC	2024	\$575,000	\$2,175.00	\$0.00	\$1,903.12

Comments: Land Tax of \$2,175.00 has been assessed for 2024, an amount of \$271.88 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$875,000
SITE VALUE:	\$575,000
CURRENT LAND TAX CHARGE:	\$1,903.12

Notes to Certificate - Land Tax

Certificate No: 78551611

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,175.00

Taxable Value = \$575,000

Calculated as \$1,350 plus (\$575,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 78551611

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 78551611

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LEAD CONVEYANCING

Your 55442: M-CB-FRA18-55442

Reference: (LEAD)

Certificate No: 78551611

Issue Date: 14 JUN 2024

Land Address: 14 HACKETTS ROAD OLINDA VIC 3788

Lot	Plan	Volume	Folio
4	7411	8912	661

Vendor: EDUARDUS JANSEN & GILDA FRANZ

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 78551611

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 78551611</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 78551611</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lead Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 569390

NO PROPOSALS. As at the 14th June 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®.

14 HACKETTS ROAD, OLINDA 3788
SHIRE OF YARRA RANGES

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: 14th June 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73190990 - 73190990153014 '569390'

From www.planning.vic.gov.au at 14 June 2024 03:44 PM

PROPERTY DETAILS

Address: **14 HACKETTS ROAD OLINDA 3788**
Lot and Plan Number: **Lot 4 LP7411**
Standard Parcel Identifier (SPI): **4\LP7411**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **219217**
Planning Scheme: **Yarra Ranges**
Directory Reference: **Melway 66 K12**

www.yarraranges.vic.gov.au

[Planning Scheme - Yarra Ranges](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MONBULK**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 1 \(GWAZ1\)](#)



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

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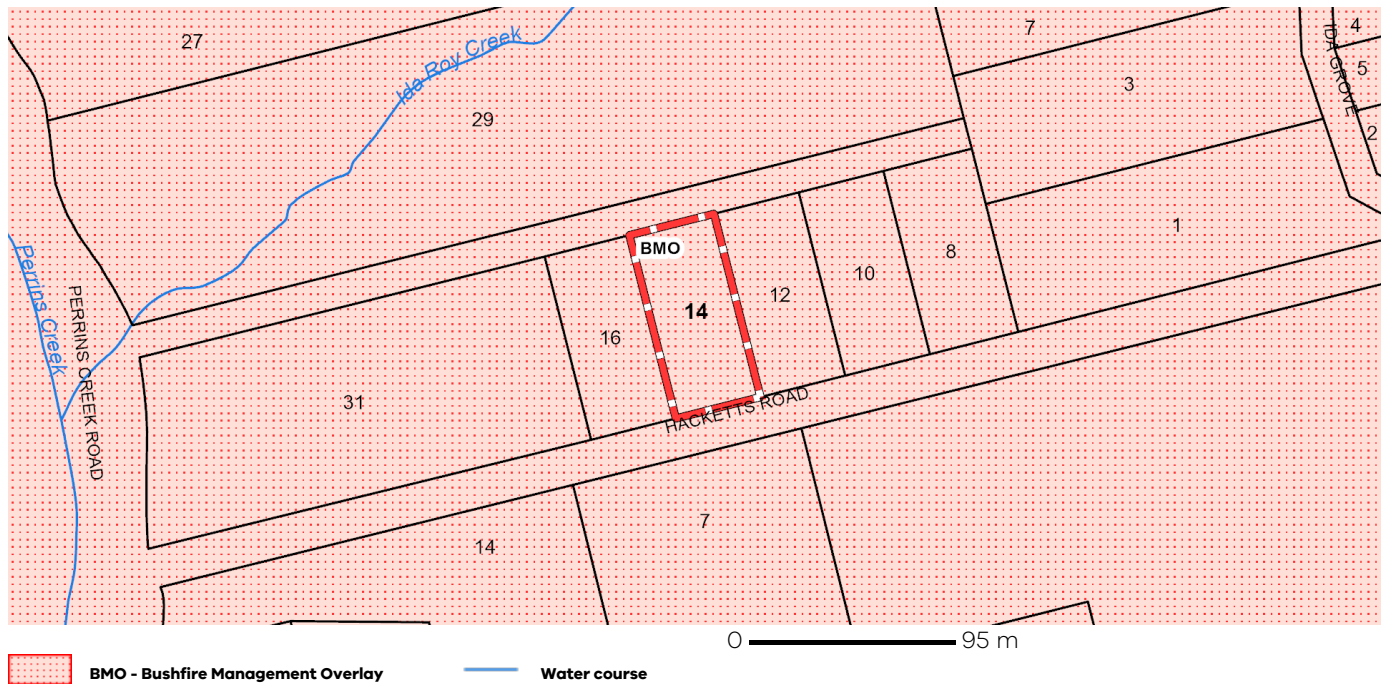
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

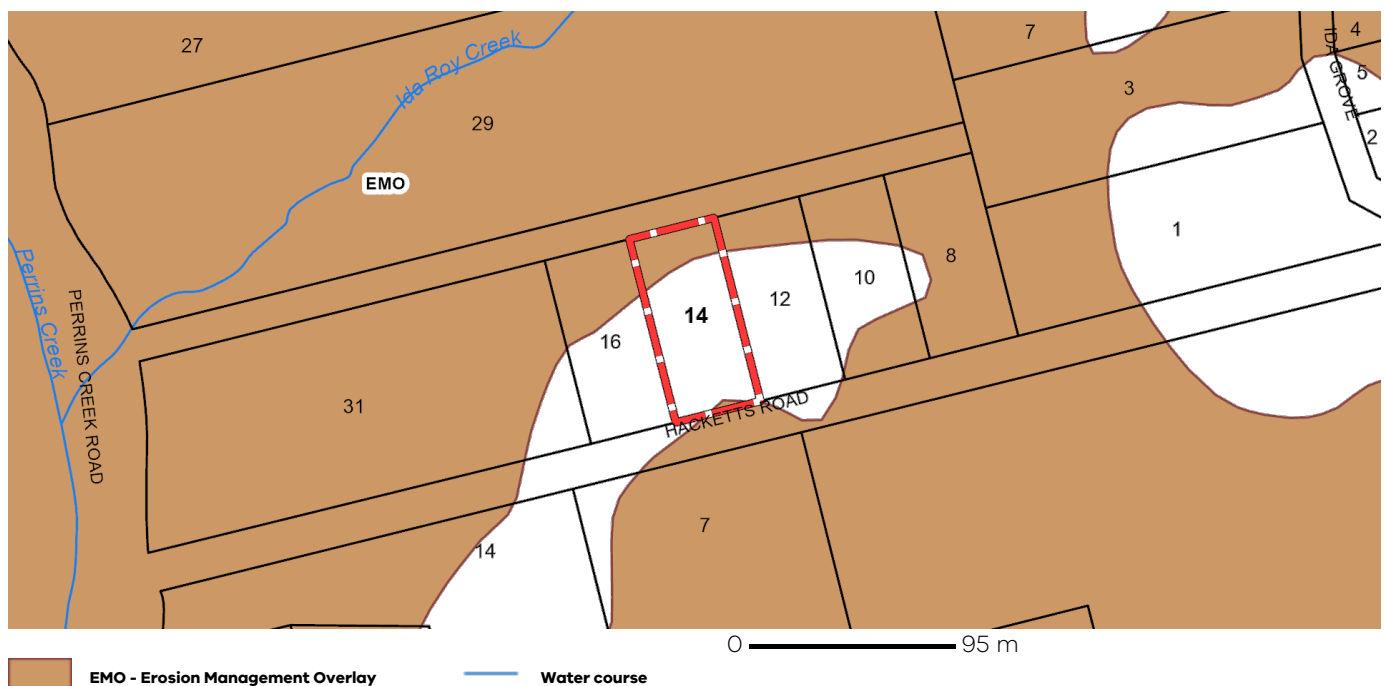
Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

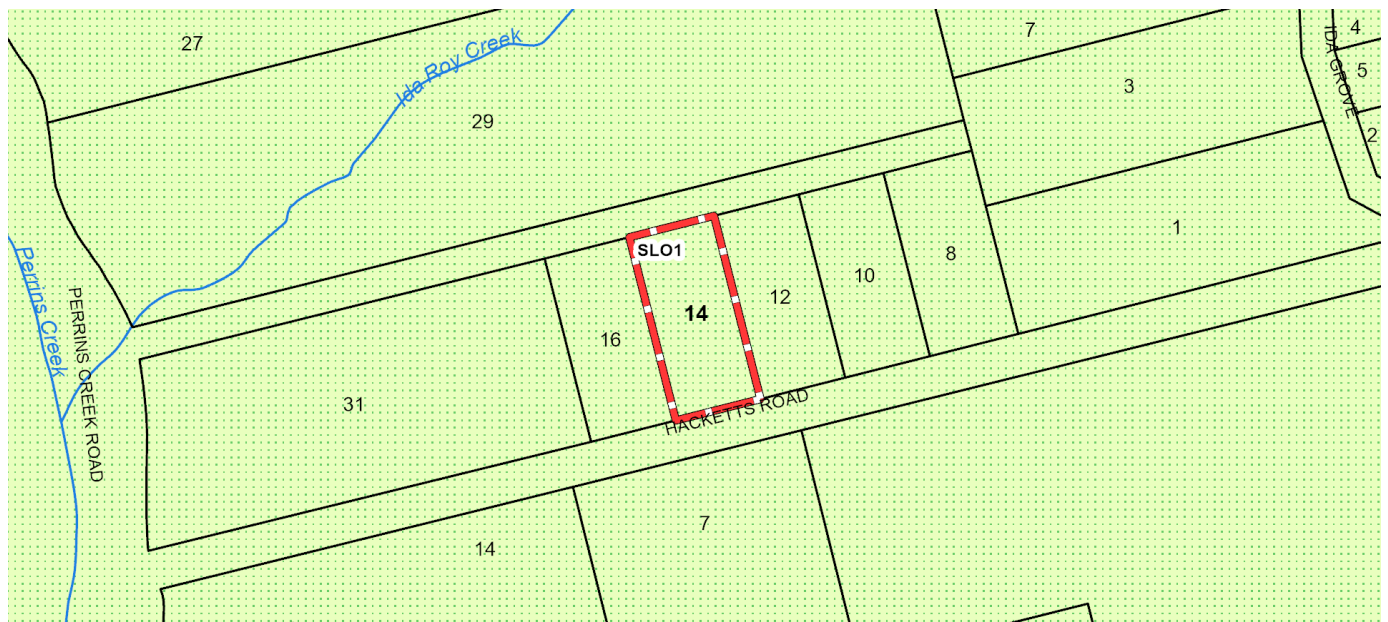
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

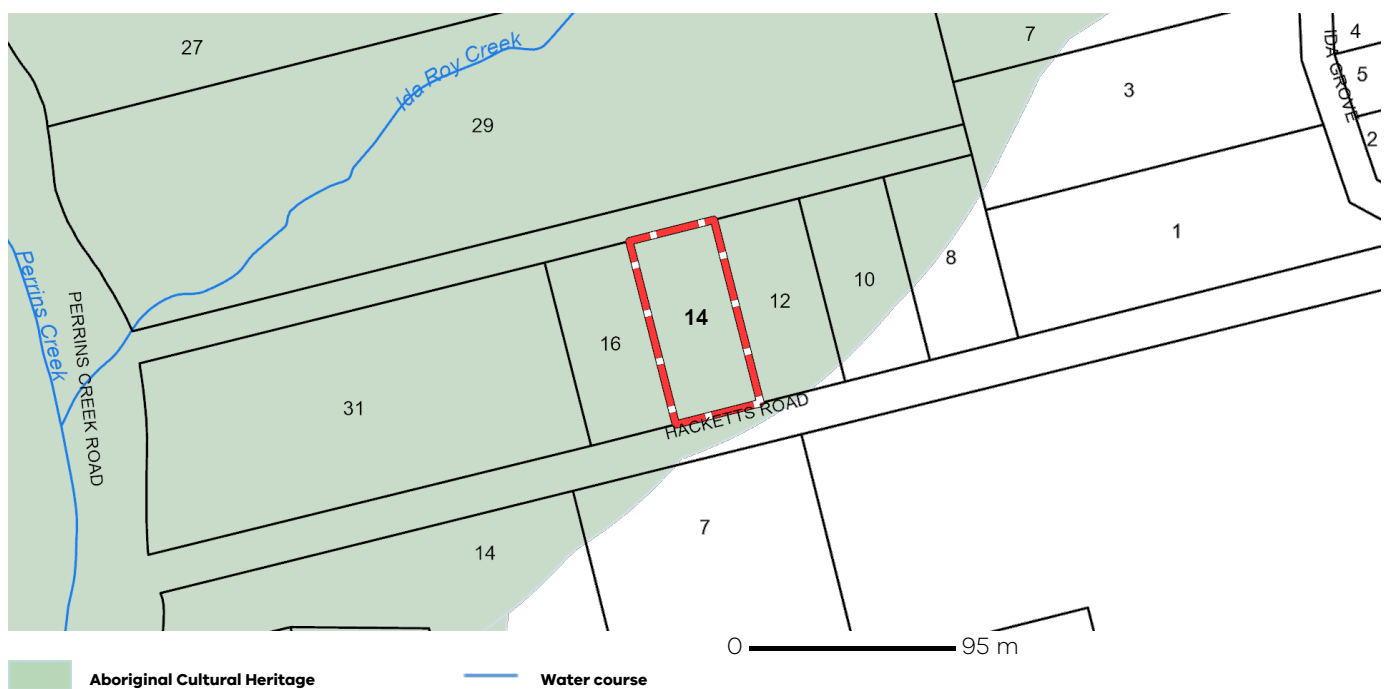
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 12 June 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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

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

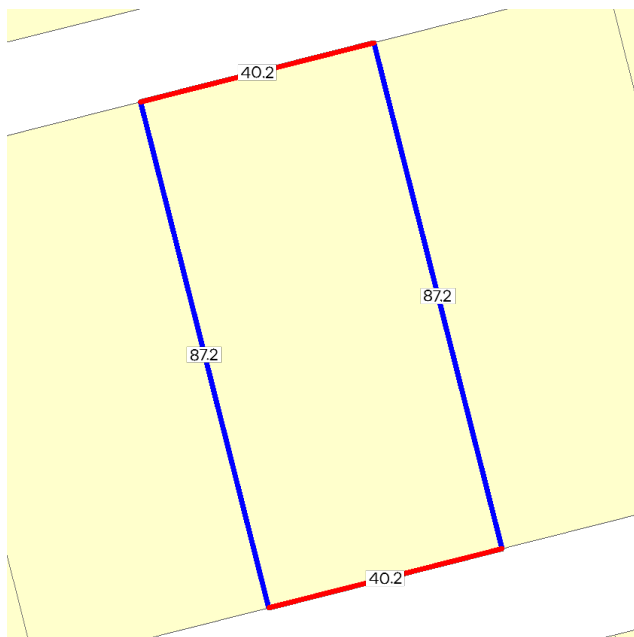
PROPERTY DETAILS

Address: **14 HACKETTS ROAD OLINDA 3788**
Lot and Plan Number: **Lot 4 LP7411**
Standard Parcel Identifier (SPI): **4\LP7411**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **219217**
Directory Reference: **Melway 66 K12**

www.yarraranges.vic.gov.au

SITE DIMENSIONS

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



Area: 3508 sq. m

Perimeter: 255 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MONBULK**

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



Extract of EPA Priority Site Register

Page 1 of 2



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PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 14 HACKETTS ROAD

SUBURB: OLINDA

MUNICIPALITY: YARRA RANGES

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 66 Reference K12
Melways 40th Edition, Street Directory, Map 75 Reference K1

DATE OF SEARCH: 14th June 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

[Extract of Priority Sites Register] # 73190990 - 73190990153014
'569390'



Extract of EPA Priority Site Register

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

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For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)