

# Contract of sale of land

**Property:** 60 Rosedale Drive, Lalor 3075

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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

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

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

.....

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:** GIUSEPPINA FERRARO by being signed by her Attorney Isabella Natoli pursuant to Enduring Power of Attorney dated 13 September 2024 AND MARIA LUISA FERRARO by being signed by her Attorney Anthony Frank Natoli pursuant to Enduring Power of Attorney dated 11 March 2025

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: Harcourts Rata & Co  
Address: 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 9465 7766      Mob:      Fax:      Ref:

## Vendor

Name: **GIUSEPPINA FERRARO AND MARIA LUISA FERRARO**  
Address:

## Vendor's legal practitioner or conveyancer

Name: Natoli Legal  
Address: 23 Holyrood Avenue, Strathmore VIC 3041  
Email: angela.s@natolilegal.net.au

Tel:      Mob: 0407 087 060      Fax:      Ref: AFN:AS:2025939

## 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: ..... Fax: ..... DX: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8826	Folio	484	213	84168

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **60 Rosedale Drive, Lalor 3075**

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

All fixed floor coverings, light fittings, window furnishings, dishwasher, ducted heating, 2 split systems and all fixtures and fittings of a permanent nature

**Payment**

Price	\$	
Deposit	\$	10% of the price on the signing hereof
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****Lease** (general condition 5.1)

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

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

- a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**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.*

## Special Condition 1 - Auction

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 as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

## Special Condition 2 - Condition of Property

- The property and any goods are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the Vendors Statement or otherwise.
- No failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

## Special Condition 3 - Admissions

- The Purchaser has inspected and accepts the property, improvements and the contents thereof in their present state and conditions.
- The purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser had received a statement signed by the Vendor which complied with Section 32 of the Sale of Land Act 1962.
- The Vendor makes no warranty or representation:
  - That the land is identical with the land described in the Particulars of Sale; or
  - That the property and improvements comply with all laws applicable to land and the requirements of any authority; or
  - That the improvements are erected within the boundaries of the land; or
  - That the improvements owned by other persons do not encroach onto the land; or
  - As to the condition of the property.

## Special Condition 4 - The Purchaser may not call upon the Vendor to:

- Amend title; or
- Rectify any failure to comply with a law applicable to land or a requirement of any authority; or
- Relocate any improvements not erected within the boundaries of the land; or
- Remove or relocate any improvements owned by other persons which encroach onto the land; or
- Do any work to the property; or
- Bear the cost of doing so.

## Special Condition 5 – Purchaser in Default

- Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract
- General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss":

- All costs associated with bridging finance to complete the vendor's purchase of another property;
- Expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- Accommodation expenses incurred by the vendor;
- The vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$500.00 plus GST;
- Any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the Property; and
- Penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property.

## Special Condition 6 - Chattels

Purchaser shall accept the chattels in their current state.

### **Special Condition 7 – Planning Scheme**

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, and any other Town planning Acts or Schemes which affects the property.

### **Special Condition 8 – Vendor’s Agent**

The Purchaser acknowledges that the Vendor's agent has acted as agent of the Vendor and that no information, representation or warranty of the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information, representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor's Agent on the one hand and the Purchaser on the other hand.

### **Special Condition 9 - Whole Agreement**

The Vendor and the Purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property. In particular, it is agreed as follows:

- (a) No other conditions, stipulations, agreements or provisions whether in respect of the Property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.
- (b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are hereby excluded negatived and cancelled.
- (c) No employee, agent, consultant or professional adviser of the Vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the Vendor which is not stated in this Contract.
- (d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract

This Special Conditions does not merge upon completion of this Contract but continues in full force and effect.

### **Special Condition 10 - Environmental Condition Of Land**

- (a) The Purchaser buys the Land:
  - (i) in its condition on the date of this Contract; and
  - (ii) subject to any liability to carry out works or incur expenditure of any kind arising out of or in connection with the condition of the Land as at the date of settlement,except to the extent agreed to the contrary in this Contract.
- (c) The Vendor does not represent or warrant that the Land in its condition as at the date of this Contract is suitable for any particular beneficial use, including any current use of the Land by the Vendor and any intended future use of the Land by the Purchaser or its successors in title, or that the Land is free from contamination by pollutants, waste or any other substance.
- (d) The Purchaser has carried out its own investigations and inquiries into the condition of the Land and relies solely on the results of those inquiries and investigations and on its own judgement in deciding to buy the Land.
- (e) The Purchaser must not make any requisition, object to the Vendor's title, or claim compensation or contribution from the Vendor, or seek to defer delay or refuse settlement of this Contract, arising out of or in connection with any matter referred to in this Special Condition.
- (f) Nothing in this Special Condition limits the Vendor's liability to comply with any existing notice, order, demand or levy imposing liability and without limiting anything in Part II of the Sale of Land Act 1962,

### **Special Condition 11 – Purchase by Company**

If the Purchaser is a proprietary company the Purchaser shall arrange for its Directors immediately to sign the Guarantee attached to this Contract.

### **Special Condition 12 – Deletion of General Conditions**

General Conditions 31.4, 31.5 and 31.6 are hereby deleted from this Contract.

### **Special Condition 13 – General Condition 23**

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.

### **Special Condition 15 – General Condition 28**

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

**SCHEDULE 1**  
**Regulations 4, 5**

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

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

**OR**

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

*[#One of these alternatives must be deleted]*

2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.



## SCHEDULE 5 SALE OF LAND REGULATIONS

Regulation 6

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

#### *Meaning of Vendor*

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

#### *Bidding by Co-owners*

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

#### *Vendor bids*

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

The auctioneer can only make a vendor bid if—

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

#### *What rules and conditions apply to the auction?*

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

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

#### *Copies of the rules*

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

#### *Questions*

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

#### *Forbidden activities at auctions*

The law forbids—

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

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

#### *Who made the bid?*

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

#### *It is an offence to disrupt an auction*

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

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

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

#### *What law applies*

THE INFORMATION IN THIS DOCUMENT IS ONLY INTENDED AS A BRIEF SUMMARY OF THE LAW THAT APPLIES TO PUBLIC AUCTIONS OF LAND IN VICTORIA.

MOST OF THE LAWS REFERRED TO IN THIS DOCUMENT CAN BE FOUND IN THE SALE OF LAND ACT 1962 OR THE SALE OF LAND REGULATIONS 2005. COPIES OF THOSE LAWS CAN BE FOUND AT THE FOLLOWING WEB SITE: [WWW.DMS.DPC.VIC.GOV.AU](http://WWW.DMS.DPC.VIC.GOV.AU) UNDER THE TITLE "LAWTODAY".

## SCHEDULE 1 AUCTION

# (VENDOR BIDDING, NO CO-OWNER BIDDING)

*The Auctioneer will say*

**The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.**

**The vendors have a reserve price.**

**As the auctioneer, I will indicate bidders on request.**

**The law prohibits false bids, and prohibits major disruptions by bidders, and prohibits bidders attempting to prevent others from bidding and provides fines for this conduct.**

**The rules permit vendor bids.**

**The words I will use during the auction to indicate I am making a bid on behalf of the vendor are "VENDOR BID"**

**By law only I as the auctioneer can make a vendor bid.**

*SCHEDULE 1 AUCTION ALTERNATIVE*

**(NO VENDOR BIDDING,  
NO CO-OWNER BIDDING)**

*The Auctioneer will say*

**The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.**

**The vendors have a reserve price.**

**As the auctioneer, I will indicate bidders on request.**

**The law prohibits false bids, and prohibits major disruptions by bidders, and prohibits bidders attempting to prevent others from bidding and provides fines for this conduct.**

**The rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.**

**REIV**

**Auctioneer  
Announcements**

**SALE OF LAND  
REGULATIONS  
2005**

**GUARANTEE**

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, \_\_\_\_\_ of \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue or purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser(s) for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_) .....

in the presence of:  
.....witness

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_) .....

in the presence of:  
.....witness

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## 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*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.

---

---

## GST NOTICE IN ACCORDANCE WITH GENERAL CONDITION 25

### 1. **GST withholding - Residential premises or potential residential land**

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

**(a) Vendor's notice**

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

**(b) Amount to be withheld by the purchaser**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

**(c) Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(d) Purchaser to remit withheld amount**

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(e) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

---

# 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.

<b>Land</b>	60 Rosedale Drive, Lalor 3075
-------------	-------------------------------

<b>Vendor's name</b>	Giuseppina Ferraro by being signed by her Attorney Isabella Natoli pursuant to Enduring Power of Attorney dated 13 September 2024	<b>Date</b> / /
----------------------	---	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Vendor's name</b>	Maria Luisa Ferraro by being signed by her Attorney Anthony Frank Natoli pursuant to Enduring Power of Attorney dated 11 March 2025	<b>Date</b> / /
----------------------	---	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

## 1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

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	AVPCC No. 110
(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 of 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): -

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under 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:

Are as follows:

If any, as contained in the attached searches and certificates.

**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:

Not Applicable.

**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:

Not Applicable.

**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):

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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*.

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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

VOLUME 08826 FOLIO 484

Security no : 124122637753X  
Produced 07/03/2025 08:04 AM

**LAND DESCRIPTION**

Lot 213 on Plan of Subdivision 084168.  
PARENT TITLE Volume 08793 Folio 840  
Created by instrument LP084168 12/05/1970

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GIUSEPPINA FERRARO of 60 ROSEDALE DRIVE LALOR VIC 3075  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
MARIA LUISA FERRARO of 60 ROSEDALE DRIVE LALOR VIC 3075  
AY699622G 13/12/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT F019259 26/09/1973

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 LP084168 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
AY665188M (E)	CONV PCT & NOM ECT TO LC	Completed	04/12/2024
AY665194S (E)	SURVIVORSHIP APPLICATION	Registered	09/12/2024
AY699622G (E)	TRANSFER	Registered	16/12/2024

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

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

Street Address: 60 ROSEDALE DRIVE LALOR VIC 3075

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 24405L NATOLI LEGAL  
Effective from 16/12/2024

DOCUMENT END

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Document Identification	<b>LP084168</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>07/03/2025 08:04</b>

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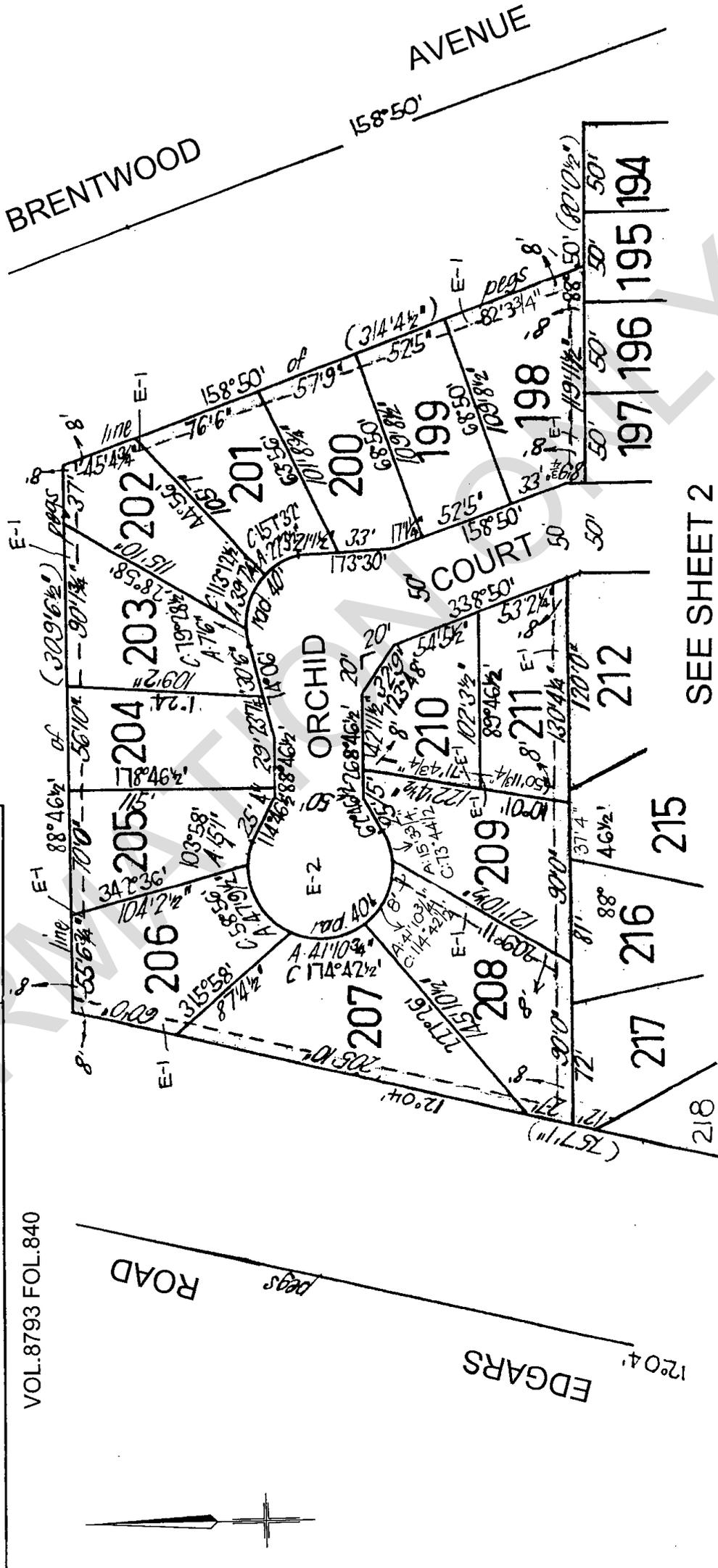
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LP 84168  
EDITION 1  
PLAN APPROVED 19/12/69

3 SHEETS  
SHEET 1

COLOUR CODE  
E-1 = BLUE  
E-2 = BROWN  
E-3 = GREEN



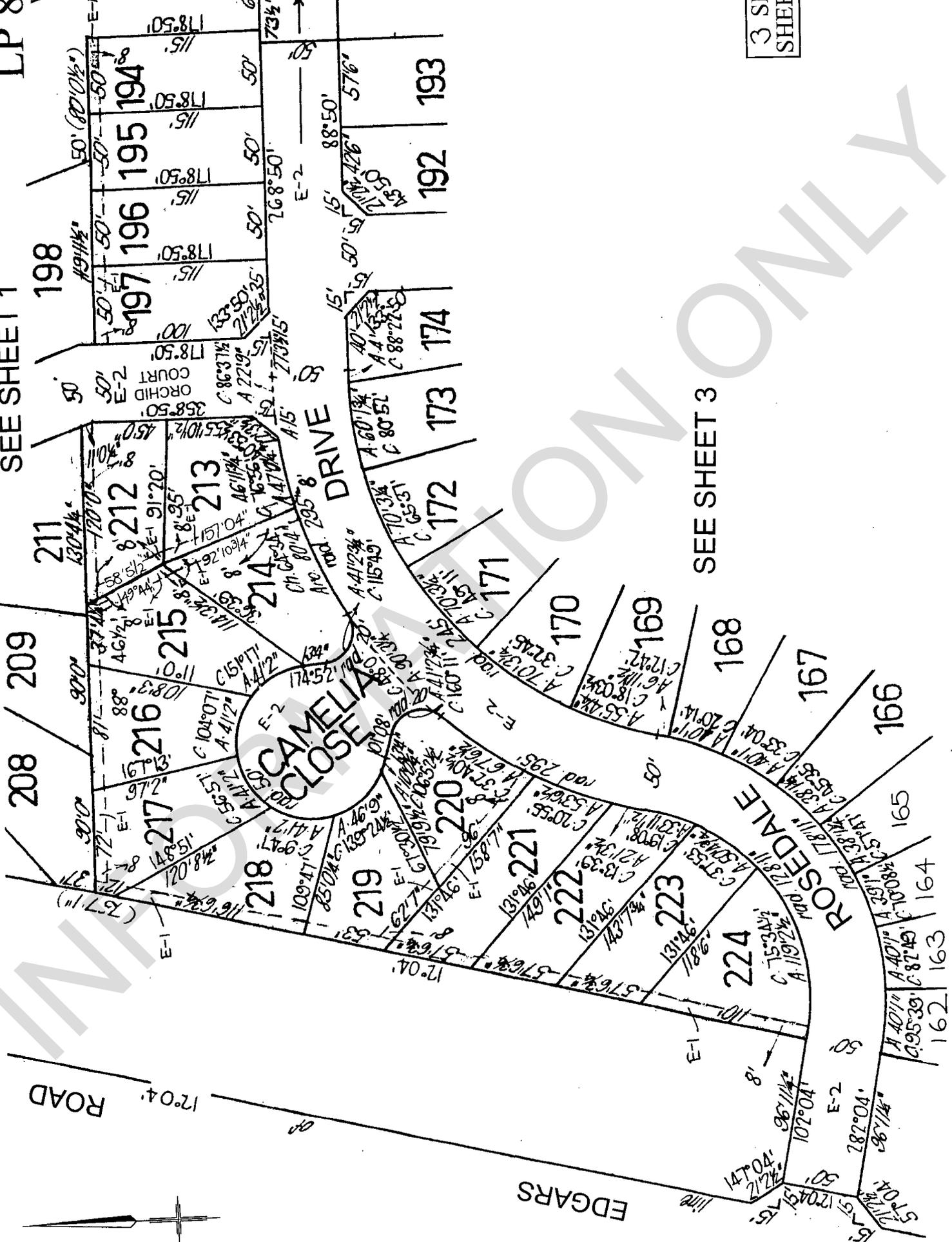
SEE SHEET 2

PLAN OF SUBDIVISION OF PART OF CROWN SECTION 25 AT THOMASTOWN PARISH OF KEELBUNDORA COUNTY OF BOURKE Measurements are in Feet & Inches Conversion Factor FEET x 0.3048 = METRES VOL.8793 FOL.840	
APPROPRIATIONS * Blue - Drainage & Sewerage Brown - Hwy Green - Sewerage	NOTATIONS Lots 1 to 161 inclusive have been omitted from this plan.

LP 84168

SEE SHEET 1

BRENTWOOD AVENUE



3 SHEETS  
SHEET 2

SEE SHEET 3



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04-10 129980 SEP26-73

REGD

RENNICK & GAYNOR

VICTORIA

TRANSFER OF LAND

\$ 61.50

CESCON PTY. LIMITED of 46 George Street, East Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SEVEN HUNDRED AND FIFTY SIX DOLLARS AND FORTY FOUR CENTS paid to it by JOHN TREVOR HARRIS and FRANCES MAUREEN HARRIS both of 61 Almurta Avenue, Coolaroo, Transport Driver and Married Woman respectively in part payment of the sale by it to them of the said land for the sum of FOUR THOUSAND ONE HUNDRED DOLLARS and in further consideration of the sum of THREE THOUSAND AND SIXTY TWO DOLLARS AND FIFTY CENTS paid to it by FINANCE CORPORATION OF AUSTRALIA LIMITED of 51 Queen Street, Melbourne for its interest as Vendor and the sum of THREE THOUSAND THREE HUNDRED AND FORTY THREE DOLLARS AND FIFTY SIX CENTS paid to the said Finance Corporation of Australia Limited by the said JOHN TREVOR HARRIS and FRANCES MAUREEN HARRIS DO TH HEREBY at the request and by the direction of the said Finance Corporation of Australia Limited TRANSFER to the said JOHN TREVOR HARRIS and FRANCES MAUREEN HARRIS All its estate and interest in ALL THAT piece of land being Lot 213 on Plan of Subdivision No. 84168 Parish of Keelbundoora and being the whole of the land described in Certificate of Title Volume 8826 Folio 484 AND the said John Trevor Harris and Frances Maureen Harris for themselves their heirs, executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said Cescon Pty. Ltd. its successors and transferees <sup>or other</sup> registered proprietor or proprietors for the time being of the land, remaining untransferred in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that they will

1) not erect or cause to be erected on the said land any fence on

Cont/.....

VICTORIA STAMP DUTY

SEP-26-73 5 6 3 6 1 84637

LE 1113 \*\*\*\*\*61-57

CAVEAT



DF019259-1-8

10/10/73

the front boundary or within twenty-five feet of same on the side boundaries or in the case of corner allotments within ten feet of the front boundary on the side street boundary other than a fence of not more than three feet above ground level

2) not commence any erection or construction of any building on the said lot unless and until the plan and design thereof and the proposed specifications of construction have been approved by the said Cescon Pty. Limited.

~~3) not erect or display any advertisement or hoarding notifying or advertising to the effect that the said lot or any other lot on the said plan of subdivision is for sale within 2 years from the 21st May, 1971.~~

AMENDED with consent of Solicitor for Harris  
6/2/73

DATED the 21st day of September 1973.

EXECUTED in Victoria by the said Cescon) Pty. Limited by its Attorney under Power) of Attorney Number 189743 Finance Corp- ) oration of Australia Limited whose ) Official Seal was hereto affixed by, and ) in the presence of two of the Attorneys ) under Power of Attorney Number 191131 )



REGINALD PHILIP WILLIAM MANNING

EXECUTED in Victoria by FINANCE CORP- ) ORATION OF AUSTRALIA LIMITED by being ) Signed by two of its Attorney under ) Power of Attorney Number 191129 in the ) presence of: )

REGINALD PHILIP WILLIAM MANNING

SIGNED in Victoria by the said JOHN ) TREVOR HARRIS and FRANCES MAUREEN HARRIS ) in the presence of: )

J. J. Harris  
Mrs. Harris

M. F. Foerander

ENCUMBRANCES REFERRED TO

As set out at the foot of the said Certificate of Title.

*Consent of  
B...  
1973*

the front boundary on the side street boundary other than a fence  
of not more than three feet above ground level

2) not commence any erection or construction of any building  
on the said lot unless and until the plan and design thereof and  
the proposed specifications of construction have been approved by  
the said Cescon Pty. Limited.

~~3) not erect or display any advertisement or hearing notifying  
of advertising to the effect that the said lot or any other lot  
on the said plan of subdivision is for sale within 2 years from  
the 21st May, 1971.~~

DATED *the 21st day of September 1973.*

EXECUTED in Victoria by the said Cescon )  
Pty. Limited by its Attorney under Power )  
of Attorney Number 189743 Finance Corp- )  
oration of Australia Limited whose )  
Official Seal was hereto affixed by and )  
in the presence of two of the Attorneys )  
under Power of Attorney Number 191131 )

EXECUTED in Victoria by FINANCE CORP- )  
ORATION OF AUSTRALIA LIMITED by being )  
Signed by two of its Attorney under )  
Power of Attorney Number 191129 in the )  
presence of: )

SIGNED in Victoria by the said JOHN )  
TREVOR HARRIS and FRANCES MAUREEN HARRIS )  
in the presence of: )

*M. F. Forwarder*

*J. J. Harris  
Mrs. Harris*

ENCUMBRANCES REFERRED TO

As set out at the foot of the said Certificate of Title.



DF019259-2-4

INFORMATION

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

**INTENTIONALLY  
BLANK**

INFORMATION ONLY

INFORMATION ONLY

NG



DF019259-3-1

A memorandum of the within instrument  
has been entered in the Register Book.



INFORMATION ONLY

## FORM 1

### ENDURING POWER OF ATTORNEY

THIS ENDURING POWER OF ATTORNEY is made on 13<sup>th</sup> day of SEPTEMBER 2024 Regulation 5

Name of principal: GIUSEPPINA FERRARO  
Address of principal: of 60 Rosedale Drive Lalor

I APPOINT MARIA LUISA FERRARO of 60 Rosedale Drive Lalor and ISABELLA NATOLI of 23 Holyrood Avenue Strathmore joint and several to be my attorneys.

#### AUTHORISATION

I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for **personal** matters only.

#### REVOCATION

I specify that all previous enduring powers of attorney made by me under the Powers of Attorney Act 2014 are revoked.

Note: Under Section 55 of the Act, an enduring power of attorney is revoked by later enduring power of attorney of the principal, unless the principal specifies otherwise in the later enduring power of attorney.

Note: Under sections 152 and 153 of the Act, an enduring power of attorney is taken to include an existing enduring power of attorney made under the Instruments Act 1958 and an existing appointment of an enduring guardian made under the Guardianship and Administration Act 1986

#### COMMENCEMENT

The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

#### CONDITIONS AND INSTRUCTIONS

The exercise of power under this enduring power of attorney is subject to the following conditions and/or instructions: NIL

Signed by the Principal

G. Ferraro  
GIUSEPPINA FERRARO

**CERTIFICATE OF WITNESSES**

We,

**Anthony Frank Natoli**

An Australian Legal Practitioner within the meaning of the Legal Profession  
Uniform Law (Victoria)

**NATOLI LEGAL - LAWYERS**

of 23 Holyrood Avenue Strathmore, Victoria, 3041

and

**Luisa Natoli**

**NATOLI LEGAL - LAWYERS**

of 23 Holyrood Avenue Strathmore, Victoria, 3041

Each witness certifies that:

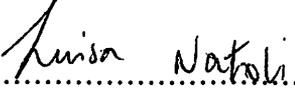
The principal appeared to freely and voluntarily sign this instrument in our presence

and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney;
- we are not care workers or accommodation providers for the principal; and
- we are not the person who is signing at the direction of the principal.

Dated the 13<sup>th</sup> day of SEPTEMBER 2024

  
.....  
**Anthony Frank Natoli**

  
.....  
**Luisa Natoli**

**STATEMENT OF ACCEPTANCE OF APPOINTMENT - ATTORNEY**

**Name of attorney:** MARIA LUISA FERRARO

**Address of attorney:** of 60 Rosedale Drive Lalor

**I accept my appointment** as attorney under this enduring power of attorney and state that:

- (a) I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- (b) I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- (c) I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

Dated the 13<sup>th</sup> day of September 2024

Signed by the Attorney:

*Maria Luisa Ferraro*  
**MARIA LUISA FERRARO**

**Witnessed by:**

ERICA TURNER

Name of witness (Please print)

21 HOLYROOD AVE STRATHMORE VIC 3044

Address of witness (Please print)

I witnessed the signing of the statement of acceptance by the attorney.

**Signed:**

*[Signature]*

[signature of witness]

Date: 13/9/24

**Note:** Each attorney must sign a statement of acceptance, and it must be witnessed separately in the enduring power of attorney

**STATEMENT OF ACCEPTANCE OF APPOINTMENT - ATTORNEY**

**Name of attorney:** ISABELLA NATOLI  
**Address of attorney:** of 23 Holyrood Avenue Strathmore

**I accept my appointment** as attorney under this enduring power of attorney and state that:

- (a) I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- (b) I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- (c) I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

Dated the 13<sup>th</sup> day of September 2024

Signed by the Attorney:

  
\_\_\_\_\_  
**ISABELLA NATOLI**

**Witnessed by:**

ERICA TURNER

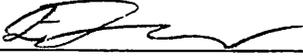
Name of witness (Please print)

21 HOLYROOD AVE STRATHMORE VIC 3044

Address of witness (Please print)

I witnessed the signing of the statement of acceptance by the attorney.

**Signed:**

  
\_\_\_\_\_  
[signature of witness]

Date: 13/9/24

**Note:** Each attorney must sign a statement of acceptance, and it must be witnessed separately in the enduring power of attorney

**GIUSEPPINA FERRARO**  
(Principal)

**MARIA LUISA FERRARO**  
**ISABELLA NATOLI**  
(Attorney)

---

**ENDURING POWER  
OF ATTORNEY**

---

**Natoli Legal**

**P.O. Box 4119 Essendon Fields,  
Victoria, 3041**

**T: (03) 9492 4999**

**E: [info@natolilegal.net.au](mailto:info@natolilegal.net.au)**

**[www.natolilegal.net.au](http://www.natolilegal.net.au)**

**Reference: AFN:IN 2024844**

## FORM 1

### ENDURING POWER OF ATTORNEY

THIS ENDURING POWER OF ATTORNEY is made on 11<sup>th</sup> day of MARCH 2025 Regulation 5

Name of principal: MARIA LUISA FERRARO  
Address of principal: 60 Rosedale Drive Lalor

I APPOINT GIUSEPPINA FERRARO of 60 Rosedale Drive Lalor and ANTHONY FRANK NATOLI of 23 Holyrood Avenue Strathmore to be joint and several attorneys.

#### AUTHORISATION

I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for personal and financial matters only.

#### REVOCATION

I specify that all previous enduring powers of attorney made by me under the Powers of Attorney Act 2014 are revoked.

Note: Under Section 55 of the Act, an enduring power of attorney is revoked by later enduring power of attorney of the principal, unless the principal specifies otherwise in the later enduring power of attorney.

Note: Under sections 152 and 153 of the Act, an enduring power of attorney is taken to include an existing enduring power of attorney made under the Instruments Act 1958 and an existing appointment of an enduring guardian made under the Guardianship and Administration Act 1986

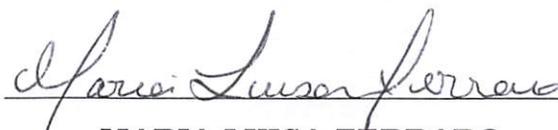
#### COMMENCEMENT

The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

#### CONDITIONS AND INSTRUCTIONS

The exercise of power under this enduring power of attorney is subject to the following conditions and/or instructions: NIL

Signed by the Principal

  
MARIA LUISA FERRARO

**CERTIFICATE OF WITNESSES**

**We,**

**Mary Makdesi**

An Australian Legal Practitioner within the meaning of the Legal Profession  
Uniform Law (Victoria)

**MAKDESI & ASSOCIATES**

Of 705 Sydney Road Brunswick, Victoria, 3056

And

**Clara Gallo**

Of 705 Sydney Road Brunswick, Victoria, 3056

Each witness certifies that:

The principal appeared to freely and voluntarily sign this instrument in our presence

and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney;
- we are not care workers or accommodation providers for the principal; and
- we are not the person who is signing at the direction of the principal.

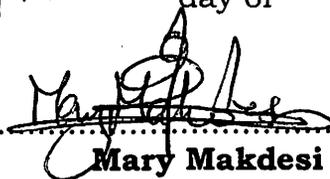
Dated the

11<sup>th</sup>

day of

MARCH .

2025

  
.....  
**Mary Makdesi**

  
.....

**Clara Gallo**

**STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY**

**Name of attorney:** GIUSEPPINA FERRARO  
**Address of attorney:** of 60 Rosedale Drive Lalor

**I accept my appointment** as attorney under this enduring power of attorney and state that:

- (a) I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- (b) I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- (c) I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

Dated the 11<sup>th</sup> day of MARCH 2025

Signed by the Attorney:

G. Ferraro  
**GIUSEPPINA FERRARO**

**Witnessed by:**

Isabella Natali  
Name of witness (Please print)

23 Hollywood Avenue  
Address of witness (Please print)

Stretmore

I witnessed the signing of the statement of acceptance by the attorney.

**Signed:**

[Signature]  
[signature of witness]

Date: 11 March 2025

**Note:** Each attorney must sign a statement of acceptance, and it must be witnessed separately in the enduring power of attorney

**STATEMENT OF ACCEPTANCE OF APPOINTMENT - ATTORNEY**

**Name of attorney:** ANTHONY FRANK NATOLI  
**Address of attorney:** of 23 Holyrood Avenue Strathmore

**I accept my appointment** as attorney under this enduring power of attorney and state that:

- (a) I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney; and
- (b) I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations; and
- (c) I undertake to act in accordance with the **Powers of Attorney Act 2014** that relate to the enduring powers of attorney.

Dated the 11<sup>th</sup> day of MARCH 2025

Signed by the Attorney:

  
ANTHONY FRANK NATOLI

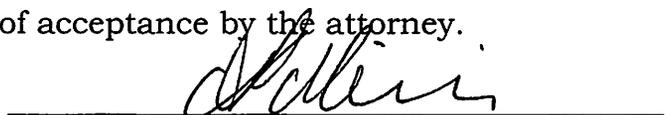
**Witnessed by:**

Marie Villani  
Name of witness (Please print)

705 Sydney Rd Brunswick.  
Address of witness (Please print)

I witnessed the signing of the statement of acceptance by the attorney.

**Signed:**

  
\_\_\_\_\_  
[signature of witness]

Date: 11-3-2025

**Note:** Each attorney must sign a statement of acceptance, and it must be witnessed separately in the enduring power of attorney

**MARIA LUISA FERRARO**  
(Principal)

**GIUSEPPINA FERRARO**  
**ANTHONY FRANK NATOLI**  
(Attorneys)

---

**ENDURING POWER  
OF ATTORNEY**

---

**Natoli Legal**

P.O. Box 4119 Essendon Fields,  
Victoria, 3041  
T: (03) 9492 4999  
E: [info@natolilegal.net.au](mailto:info@natolilegal.net.au)  
[www.natolilegal.net.au](http://www.natolilegal.net.au)  
Reference: AFN:IN 2024844

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 March 2025 08:07 AM

## PROPERTY DETAILS

Address: **60 ROSEDALE DRIVE LALOR 3075**  
Lot and Plan Number: **Lot 213 LP84168**  
Standard Parcel Identifier (SPI): **213\LP84168**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **323758**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 G5**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

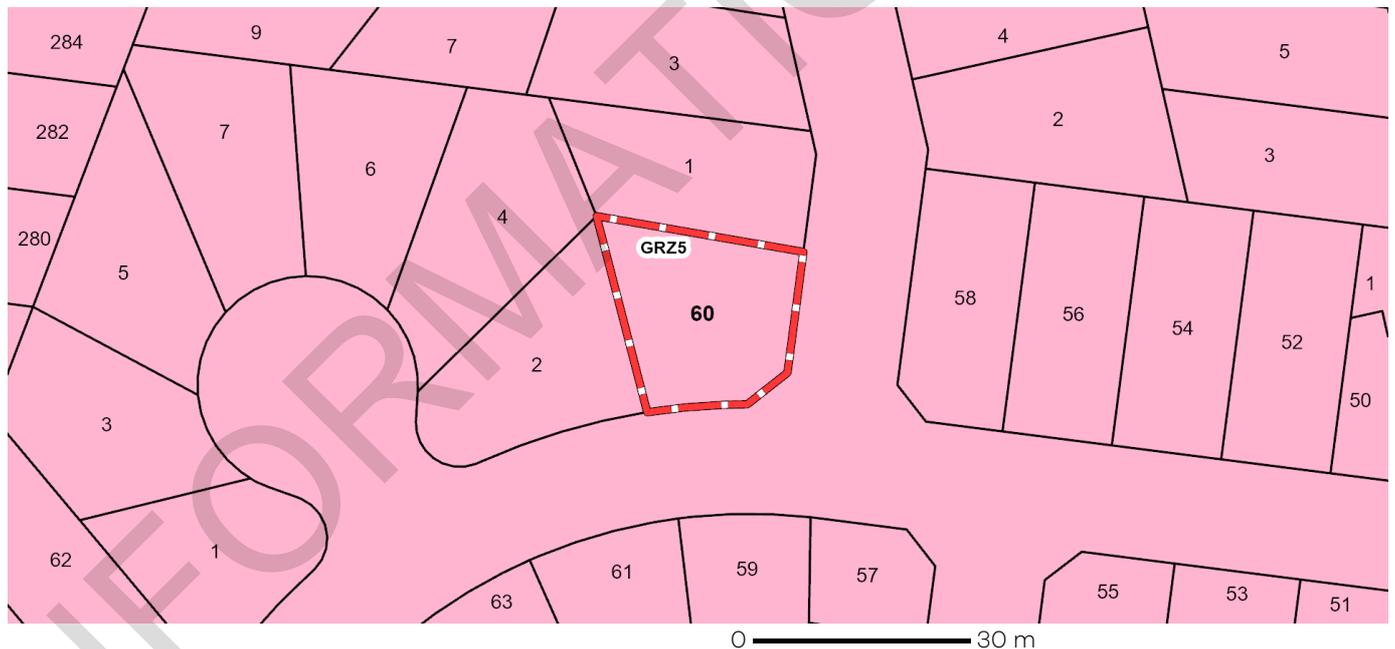
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



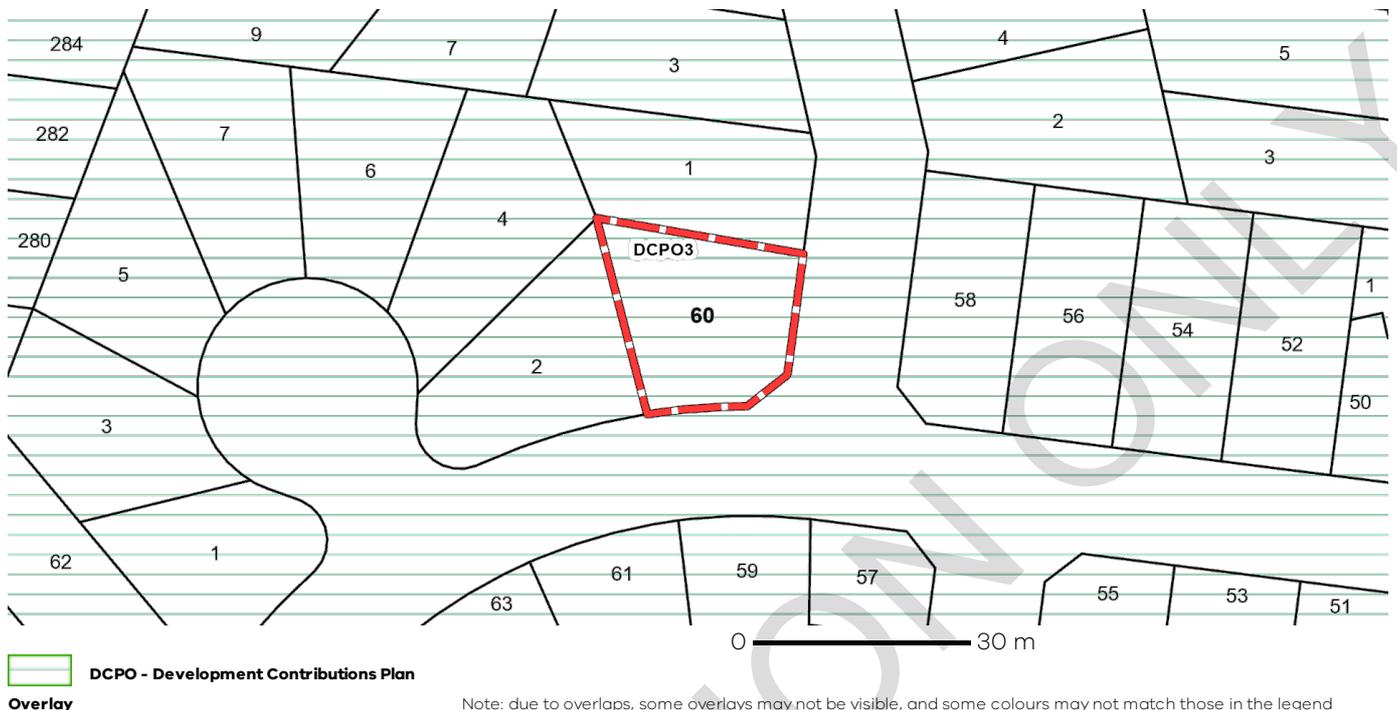
**GRZ - General Residential**

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 06 March 2025.

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

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

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

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

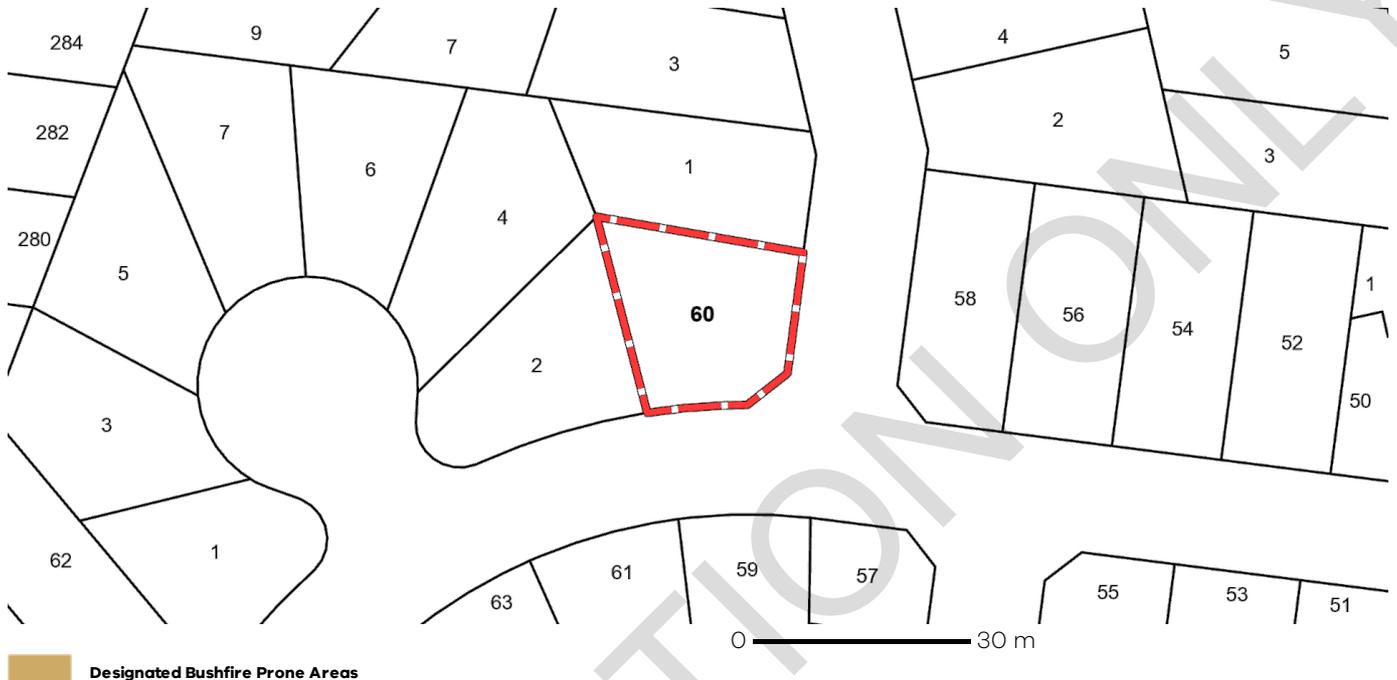
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

<b>Date of issue</b> 11/03/2025	<b>Assessment No.</b> 323758	<b>Certificate No.</b> 169778	<b>Your reference</b> 76088837-016-8
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 60 Rosedale Drive LALOR 3075

**Description:** LOT: 213 LP: 84168

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$675,000	\$430,000	\$33,750

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,580.71
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$58.73
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 11/03/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$309.50
Sustainable land management rebate	\$0.00
Payments	-\$1,786.99
<i>Balance of rates &amp; charges due:</i>	<b>\$0.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$0.00</b>
--	---------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### ***Interest penalty on late payments***

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

## 6. Other information:



Authorising Officer

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

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

---

**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **323758**



Phone 1300 301 185  
Ref **323758**



Billers Code **5157**  
Ref **323758**

# Property Clearance Certificate

## Land Tax



INFOTRACK / NATOLI LEGAL

<b>Your Reference:</b>	2025939
<b>Certificate No:</b>	86563020
<b>Issue Date:</b>	12 MAR 2025
<b>Enquiries:</b>	CXM0

**Land Address:** 60 ROSEDALE DRIVE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13852094	213	84168	8826	484	\$0.00

**Vendor:** MARIA LUISA FERRARO & GIUSEPPINA FERRARO

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
GIUSEPPINA FERRARO	2025	\$430,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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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 (CIV):	\$675,000
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SITE VALUE (SV):	\$430,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 86563020

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,740.00

Taxable Value = \$430,000

Calculated as \$1,350 plus ( \$430,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,750.00

Taxable Value = \$675,000

Calculated as \$675,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 86563020

### 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](http://www.bpay.com.au)

### CARD



Ref: 86563020

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / NATOLI LEGAL

Your Reference:	2025939
Certificate No:	86563020
Issue Date:	12 MAR 2025
Enquires:	CXM0

**Land Address:** 60 ROSEDALE DRIVE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13852094	213	84168	8826	484	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$675,000
SITE VALUE:	\$430,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 86563020

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / NATOLI LEGAL

Your Reference:	2025939
Certificate No:	86563020
Issue Date:	12 MAR 2025

**Land Address:** 60 ROSEDALE DRIVE LALOR VIC 3075

Lot	Plan	Volume	Folio
213	84168	8826	484

**Vendor:** MARIA LUISA FERRARO & GIUSEPPINA FERRARO

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 86563020

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Biller Code: 416073  
Ref: 86563020

### 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](http://www.bpay.com.au)

### CARD



Ref: 86563020

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

7th March 2025

Natoli Legal C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA

Dear Natoli Legal C/- InfoTrack (LEAP) C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	60 ROSEDALE DRIVE LALOR 3075
<b>Applicant</b>	Natoli Legal C/- InfoTrack (LEAP) C/- LANDATA LANDATA
<b>Information Statement</b>	30923853
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	629407

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

### Yarra Valley Water Property Information Statement

Property Address	60 ROSEDALE DRIVE LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	60 ROSEDALE DRIVE LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

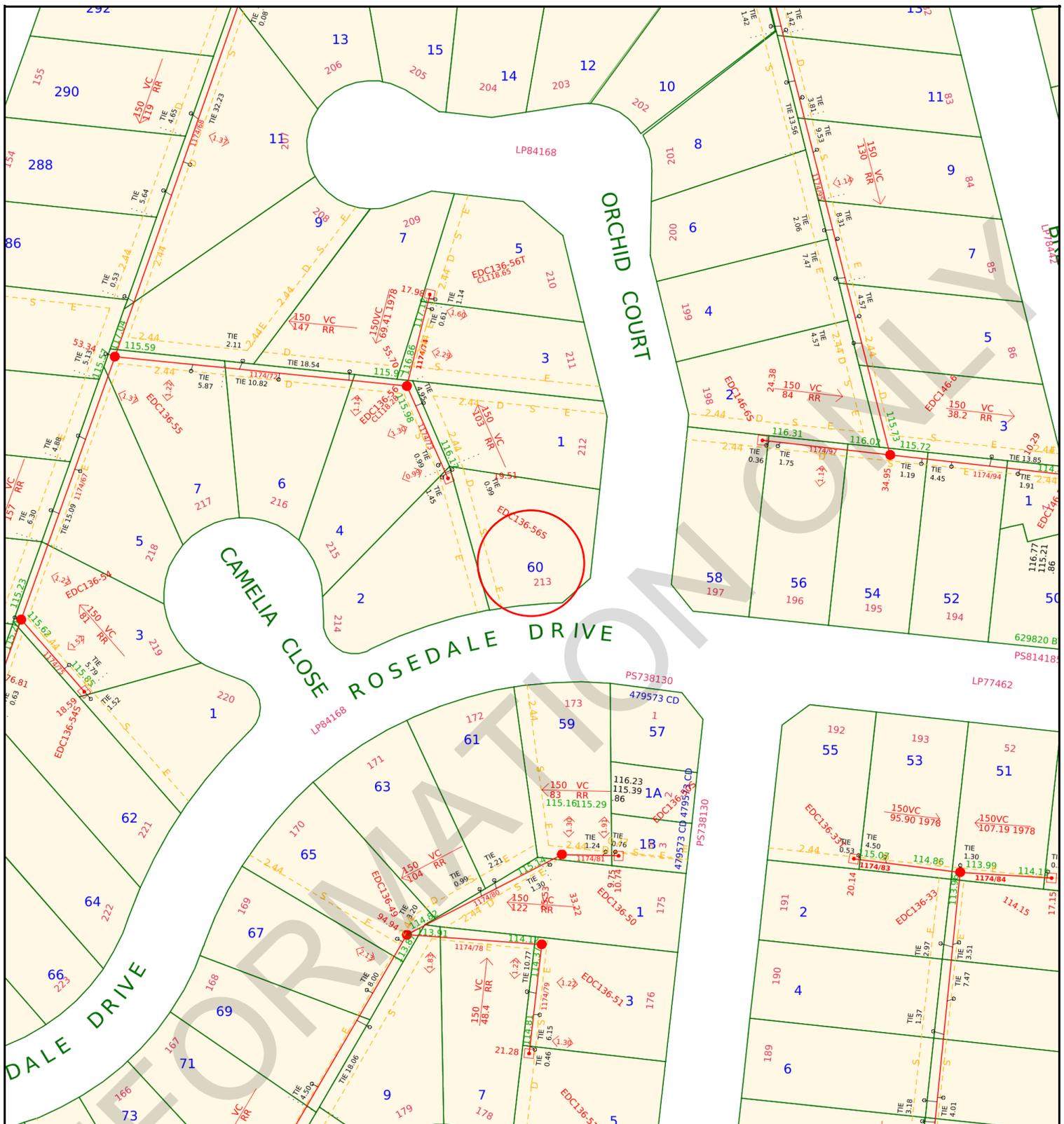
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30923853**

<b>Address</b>	60 ROSEDALE DRIVE LALOR 3075
<b>Date</b>	07/03/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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

Natoli Legal C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6096130000  
**Rate Certificate No:** 30923853

**Date of Issue:** 07/03/2025  
**Your Ref:** 629407

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
60 ROSEDALE DR, LALOR VIC 3075	213\LP84168	1229354	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$0.00
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	30-10-2024 to 04-02-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$0.00

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

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**Property No:** 1229354

**Address:** 60 ROSEDALE DR, LALOR VIC 3075

**Water Information Statement Number:** 30923853

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 60961300007

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Natoli Legal C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 629407

NO PROPOSALS. As at the 7th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

60 ROSEDALE DRIVE, LALOR 3075  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76088837 - 76088837080241 '629407'**

# Due Diligence Checklist

## Consumer Affairs Victoria

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### What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### **Has previous land use affected the soil or groundwater?**

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

## 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.

INFORMATION ONLY