

## Real Estate Auction Rules

1. 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.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

# Contract of Sale of Land

Property address: 6 WEDGE STREET, EPPING VIC 3076

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, the General Conditions and any Special Conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### 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 apply to you.

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

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

### Exceptions

The 3-day cooling-off period does not apply if:

- You bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor have 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 the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

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

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

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

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

Name:

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

Not Applicable

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

**SIGNED BY THE VENDOR**

Name: BALRAJ SINGH BAGRI

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

Not Applicable

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

## PARTICULARS OF SALE

**VENDOR'S AGENT**

Name	Harcourts Rata & Co	Phone	
Address	1/337 Settlement Road, Thomastown, 3074	Email	sold@rataandco.com.au
		Fax	

**VENDOR**
**PRACTITIONER – SOLICITOR / CONVEYANCER**

Name	BALRAJ SINGH BAGRI	Name	Reliance Conveyancing
		Address	6 Cavalier Drive, Craigieburn 3064
Address		Contact	Kate Gill
		Email	kate@relianceconveyancing.com.au
ACN/ABN		Phone	0499175797
		Fax	

**Purchaser**
**PRACTITIONER – SOLICITOR / CONVEYANCER**

Name		Name	
		Address	
Address		Contact	
		Email	
ACN/ABN		Phone	
Guarantor		Fax	

**LAND**

*General conditions 3 and 9*

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10325	Folio	927
			6
			PS 407548G

OR

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

6 WEDGE STREET, EPPING VIC 3076

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed as follows:

All fittings and fixtures of a permanent nature.

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$  Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$  Payable by purchaser

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Deposit: \$  By  /  / 20  of which \$  has been paid

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Balance: \$  Payable at settlement

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Foreign resident vendor:  See general condition 15(f) and (g).

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**GST**

*General condition 13*

**No**, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

**Yes**, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

No withholding for residential premises because:	No withholding 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	

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**SETTLEMENT**

General condition 10

Is due on / /20

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within  [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

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**LEASE**

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

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**TERMS CONTRACT**

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes  No

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**LOAN**

General condition 14(a)-(e)

This contract is subject to a loan being approved:  Yes  No

Lender:

Loan amount: \$

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**BUILDING & PEST REPORT**

General condition 14(f)-(j)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

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**Special Conditions**

Yes  No

Empty rectangular box at the top of the page.

INFORMATION ONLY

**GENERAL CONDITIONS**

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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**1. Encumbrances**

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (ii) Any reservations in the crown grant; and
  - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to

the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(g) GST withholding - Residential premises or potential residential land**

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

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. 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.
- (ii) Amount to be withheld by the purchaser
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

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

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. 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.

**(v) 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.

**14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

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

## **19. Liability of signatory**

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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.

## **20. Guarantee**

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- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

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

## **22. Lease**

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- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

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- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

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A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. Interest**

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

## **27. Default notice**

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- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

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- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

## Special Conditions

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

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

### 1 ACCEPTANCE OF TITLE

General condition 12.4 is added:

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

EC

### 2 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

2.2 A party must immediately give written notice by email if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 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*.

2.4 The purchaser must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 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 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
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**3 PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

**4 NO REPRESENTATIONS**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

**5 PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

**6 DWELLING**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

**7 DEPOSIT**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

**8 AUCTION**

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

**9 GUARANTEE**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

**10 FIRB APPROVAL**

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

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

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

## 11 **CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

- (a) in their present condition as day of sale, vendor is not liable to fix any issues raised after the day of sale unless they are mentioned in the special conditions upon signing of the contract.
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

## 12 **DEFAULT NOT REMEDIED**

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$700.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

Contract of Sale special conditions

(f) Penalty Interest General Condition 33 shall be deleted and replaced as follows:- The penalty interest payable on late settlements are calculated at the rate of 6% per annum plus the rate from the time before 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.

**13 LOAN**

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution( not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

**14 RESCHEDULED SETTLEMENT**

The Purchaser shall pay the Vendors rep \$330.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

**15 SWIMMING POOL OR SPA**

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

- (a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;
- (b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

**16 STATEMENT OF ADJUSTMENTS**

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 2 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

**17. NOMINATION:**

The nominee must pay the additional professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

18. Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.

**19. LAND TAX**

The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties.

### AUCTION SPECIAL CONDITIONS

1. That the Auctioneer may determine the amounts by which the bidding may be advanced and no person shall advance less than the sum named by the Auctioneer and no bid shall be retracted.
2. That the highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser(s). If any dispute arises from any bid the Auctioneer shall determine the same and recommence the bidding at the last undisputed bid.
3. That the Vendor(s) reserve the right to:-
  - (a) refuse any bid;
  - (b) bid either personally or by an Agent;
  - (c) withdraw the property from sale at any time without disclosing the reserve price;
4. That the Purchaser(s) shall immediately sign the Contract of Sale and if he fails to do so after the expiration of ten minutes the Vendor(s) may at his/their option sell the property either at Auction or by private treaty to any other person whereupon the Purchaser(s) shall have no right to call for a Contract of Sale nor claim any interest herein and shall be liable to pay the Vendor(s) on demand any deficiency in price and/or costs of such resale.
5. That it is hereby declared by the Vendor(s) and acknowledged by the Purchaser(s):-
  - (a) That no person other than the Vendor(s) has the authority or power to bind the Vendor(s) or to make any representation, warranty, undertaking or collateral or other agreement for or on behalf of the Vendor(s) and that the only means by which the Vendor(s) can be bound is by a document in writing executed by the Vendor(s)
  - (b) That without limiting Auction Special Condition 5 (a) the terms, conditions, covenants and provisions of this Contract shall cover and comprise the whole of the agreement between the Purchaser(s) and the Vendor(s) and the Purchaser(s) expressly agrees and declares that no further or other terms, conditions covenants or agreements whether in respect of the land hereby sold or any improvements thereon, of the Tenant occupying the land hereby sold or otherwise shall be or be deemed to be implied herein or arise between the parties by way of collateral or other agreement whatsoever and the Purchaser(s) expressly agrees that he has not relied upon any information belief promise representation warranty or undertaking given or made by or on behalf of the Vendor or the Vendor(s) servants, agents or any other persons.
6. That the Purchaser(s) hereby acknowledge that this Contract contains all the terms and conditions of the sale.

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and..... of .....

being the **Sole Director / Directors** of ..... of ..... (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** 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 Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of 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. This Guarantee shall be 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 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 me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of .....

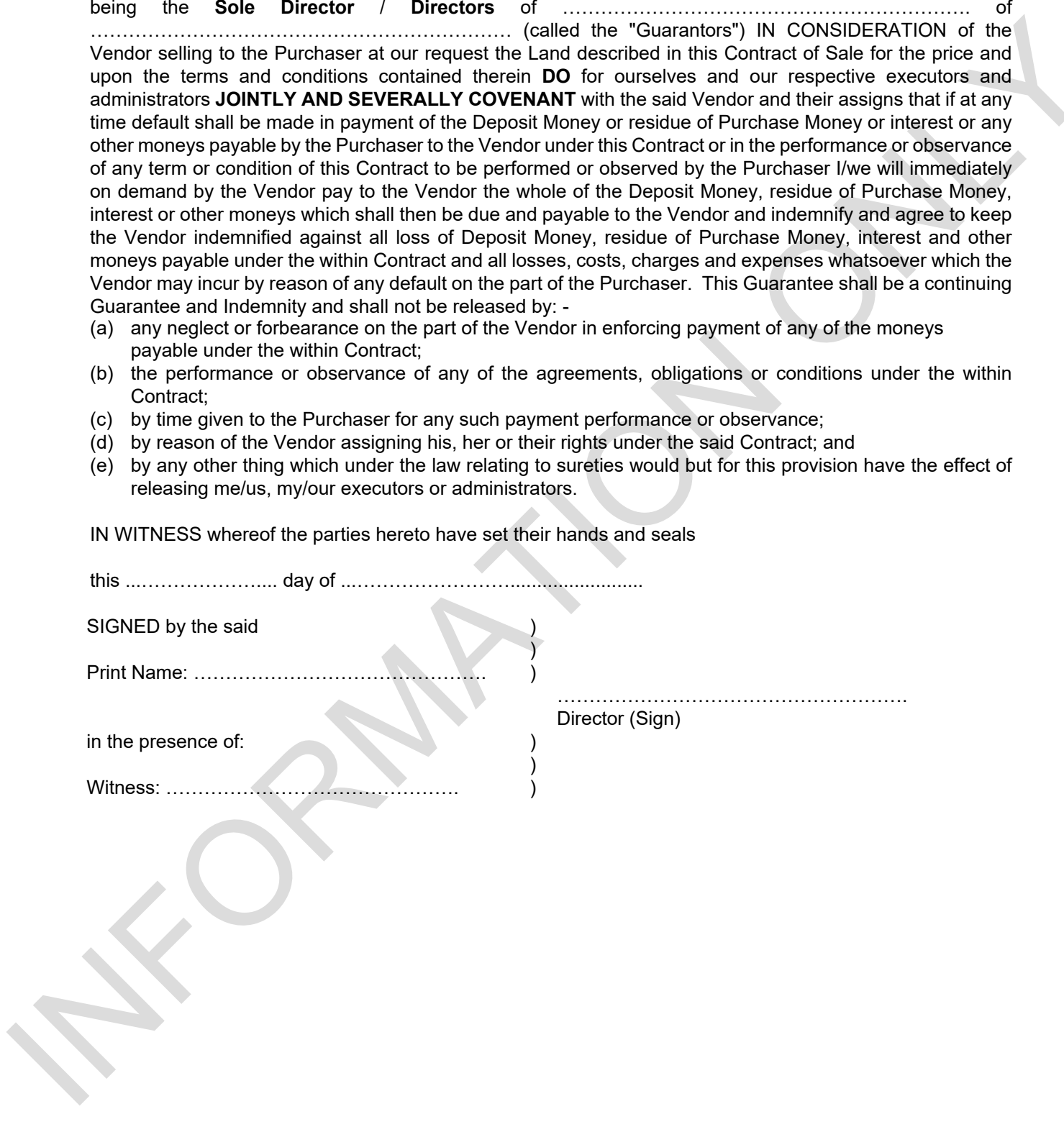
SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )



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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

---

Property address: 6 WEDGE STREET, EPPING VIC 3076

Vendor: BALRAJ SINGH BAGRI

Purchaser:

Prepared by:  
Reliance Conveyancing

Email: [kate@relianceconveyancing.com.au](mailto:kate@relianceconveyancing.com.au)

Ref:

# 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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 6 WEDGE STREET, EPPING VIC 3076

## SIGNED BY THE VENDOR

Name: BALRAJ SINGH BAGRI

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

## SIGNED BY THE PURCHASER

Name:

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

**TITLE**

Attached are copies of the following documents:

- (a)  Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b)  Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

**LAND USE & SERVICES**

**(a) Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

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

**(b) Services**

The following services are NOT connected to the land:

Electricity supply  Gas supply  Telephone  Water supply  Sewerage

**(c) Road access**  Yes  No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes  No Under [section 192A](#) of the [Building Act 1993](#)

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing: \$  To Chargee:

Other particulars (including dates and times of payments):

## OWNERS CORPORATION

### (a) Owners corporation certificate

Not required – inactive\* 2-lot subdivision.

*\* An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, had an annual general meeting, and fixed any fees, and held any insurance.*

Attached.

*Required in all other cases, including inactive owners corporation of more than 2 lots in which case vendor must provide.*

### (b) Insurance

Not required – no common property.

Not required – 2-lot subdivision.

Required\* – See owners corporation certificate attached.

*\* Required in all other cases if there is common property.*

# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

### Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

### Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

## Buyers' rights

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.

For more information, view our [Buying property section](#).

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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

Page 1 of 1

VOLUME 10325 FOLIO 927

Security no : 124128088433V  
Produced 15/09/2025 02:30 PM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 407548G.  
PARENT TITLE Volume 10213 Folio 295  
Created by instrument PS407548G 22/04/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
BALRAJ SINGH BAGRI of 40 KILBY ROAD KEW EAST VIC 3102  
AX539254Q 08/12/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX539255N 08/12/2023  
WESTPAC BANKING CORPORATION

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

**DIAGRAM LOCATION**

SEE PS407548G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 6 WEDGE STREET EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 08/12/2023

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS407548G

DOCUMENT END

Security No : 124128088430Y  
Produced 15/09/2025 02:30 PM

Volume 10325 Folio 927

**ACTIVITY IN THE LAST 125 DAYS**

NIL

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 08/12/2023

STATEMENT END

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/09/2025 02:30:01 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS407548G**

The land in PS407548G is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Lots 1 - 3, 6.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

10 WEDGE STREET EPPING VIC 3076

PS407548G 22/04/1997

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 6	100	100
<b>Total</b>	<b>400.00</b>	<b>400.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/09/2025 02:30:01 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS407548G**

Statement End.

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/09/2025 02:30:01 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS407548G**

The land in PS407548G is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 4, 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

10 WEDGE STREET EPPING VIC 3076

PS407548G 22/04/1997

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 4	100	100
Lot 5	100	100
<b>Total</b>	<b>200.00</b>	<b>200.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/09/2025 02:30:01 PM

**OWNERS CORPORATION 2  
PLAN NO. PS407548G**

Statement End.

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 15/09/2025 02:30:02 PM

Status	Registered	Dealing Number	AX539254Q
Date and Time Lodged	08/12/2023 05:06:03 PM		

### Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

10325/927

### Transferor(s)

Given Name(s)	BALBIR
Family Name	ATWAL
Given Name(s)	CHARAN JIT SINGH
Family Name	ATWAL

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 570000.00

### Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	BALRAJ SINGH
Family Name	BAGRI
Address	



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Street Number	40
Street Name	KILBY
Street Type	ROAD
Locality	KEW EAST
State	VIC
Postcode	3102

**Duty Transaction ID**  
5867292

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

### Execution

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

Executed on behalf of	CHARAN JIT SINGH ATWAL BALBIR ATWAL
Signer Name	MANJIT SINGH DHESI
Signer Organisation	MERNDA CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	08 DECEMBER 2023

### Execution

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

Executed on behalf of	BALRAJ SINGH BAGRI
Signer Name	MANJIT SINGH DHESI
Signer Organisation	MERNDA CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	08 DECEMBER 2023

**File Notes:**  
NIL

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

Statement End.



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 15/09/2025 02:30:02 PM

Status	Registered	Dealing Number	AX539255N
Date and Time Lodged	08/12/2023 05:06:03 PM		

### Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	PBWP-SUB307220231335

## MORTGAGE

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

### Privacy Collection Statement

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

### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

10325/927

### Mortgagor

Given Name(s)	BALRAJ SINGH
Family Name	BAGRI

### Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Street Number	25
Street Name	PIERSON
Street Type	STREET
Locality	LOCKLEYS
State	SA



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Postcode 5032

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference AA6054  
(b) Additional terms and conditions NIL

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	MICHELLE LU
Signer Organisation	WESTPAC BANKING CORPORATION
Signer Role	AUTHORISED SIGNATORY
Execution Date	08 DECEMBER 2023

**File Notes:**  
NIL

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

Statement End.

# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>PS407548G</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>15/09/2025 14:30</b>

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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width: 50%; margin: 0 auto;"/>	LTO use only  <b>EDITION 1</b>	<b>PS 407548G</b>
----------------------------	--	--------------------------------------	-------------------

**Location of Land**  
**Parish:** WOLLERT  
**Township:** EPPING  
**Section:** 3  
**Crown Allotment:** 10  
**Crown Portion:** \_\_\_\_\_

**LTO base record:** CHART 6 (3855)  
**Title References:** VOL 10213 FOL 295

**Last Plan Reference:**  
**Postal Address:** 10 WEDGE STREET  
 EPPING, 3076

**AMG Co-ordinates:** E 326 320  
 (Of approx. centre of plan) N 5 830 880 **Zone 55**  
 MELWAY

**Council Certification and Endorsement**

**Council Name:** WHITTLESEA CITY COUNCIL **Ref:** 703618

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /~~
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

- A requirement for public open space under section 18 Subdivision Act 1988 has ~~has not~~ been made.
- The requirement has been satisfied.
- ~~The requirement is to be satisfied in Stage~~

Council Delegate  
~~Council seal~~

Date 19 / 3 / 97

~~Re-certified under section 11(7) of the Subdivision Act 1988.  
 Council Delegate  
 Council seal  
 Date / /~~

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1	CITY OF WHITTLESEA

**Notations**

**Staging** This is/is not a staged subdivision  
 Planning Permit No. \_\_\_\_\_

**Depth Limitation:** DOES NOT APPLY

THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1-6 (BOTH INCLUSIVE)

**Survey:-** This plan is / ~~is not~~ based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s).  
 In proclaimed Survey Area no.

**Easement Information**

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
R-1	WAY, DRAINAGE, SEWERAGE AND THE SUPPLY OF TELEPHONE, ELECTRICITY, GAS AND WATER	5	THIS PLAN	LAND IN THIS PLAN

LTO use only

Statement of Compliance / Exemption Statement

Received

Date 10 / 4 / 97

LTO use only

PLAN REGISTERED  
 TIME 3:40 PM  
 DATE 21 / 4 / 97

*John D. Teeman*  
 Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

**K.A.REED & CO. PTY.LTD.**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509  
 A.C.N. 005 550 756

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE \_\_\_\_\_ DATE 18 / 2 / 97

REF R6112                      VERSION 2 (18/2/97)

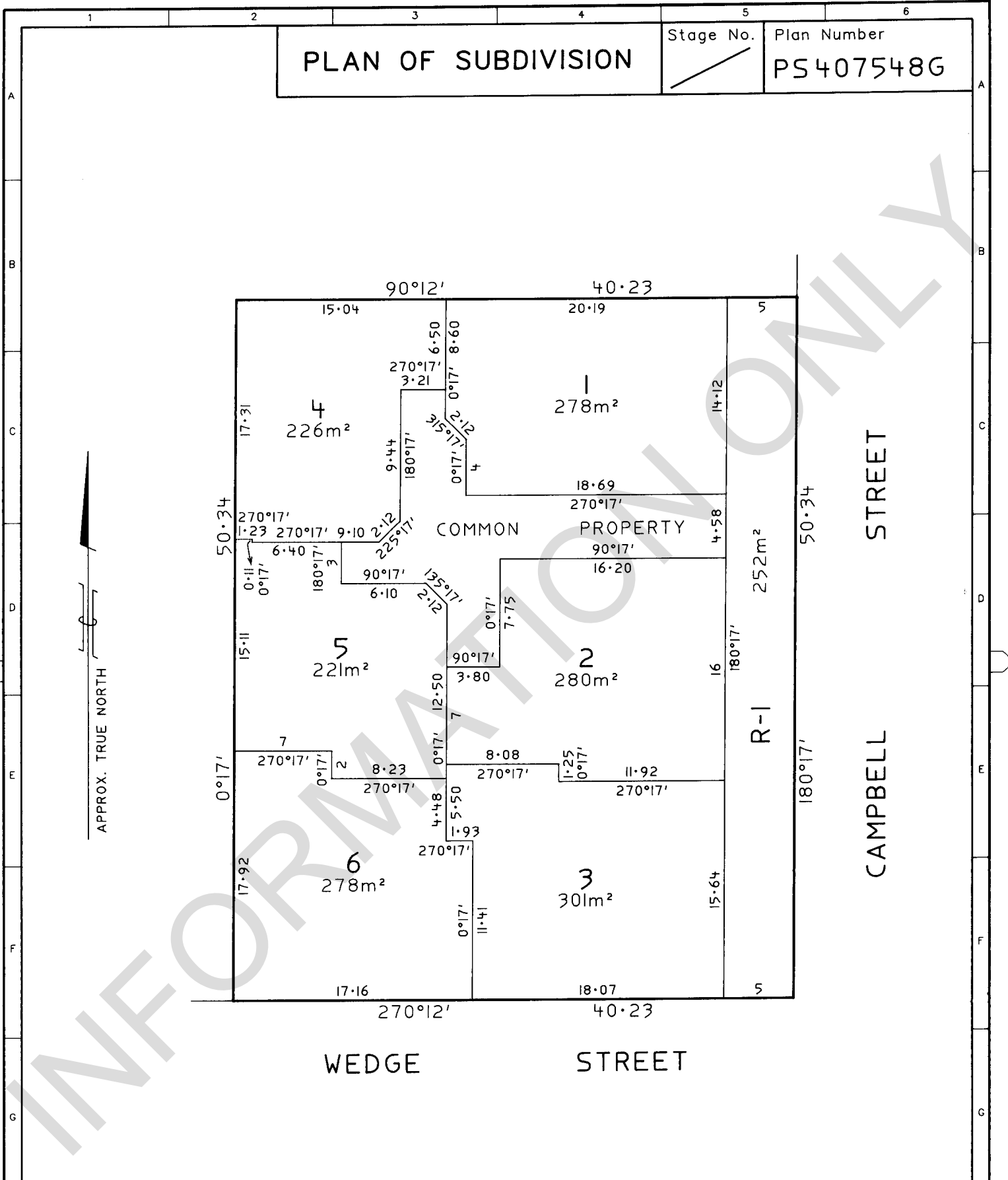
DATE 19 / 3 / 97

COUNCIL DELEGATE SIGNATURE

Original sheet size **A3**

**PLAN OF SUBDIVISION**

Stage No. _____	Plan Number <b>PS407548G</b>
-----------------	---------------------------------



**K.A. REED & CO. PTY. LTD.**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509  
 A.C.N. 005 550 756

SHEET 2 OF 4 SHEETS

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:250

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE \_\_\_\_\_ DATE 18/2/97

REF R6112 VERSION 2 (18/2/97)

DATE \_\_\_\_\_

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

PS407548G

**Owners corporation information  
formerly contained on Sheets**

**3, 4**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**4**

**have been removed from this plan**

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1178327

## APPLICANT'S NAME & ADDRESS

KATE GILL C/- LANDATA  
DOCKLANDS

## VENDOR

BAGRI, B S

## PURCHASER

BAGRI, B S

## REFERENCE

6 WEDGE ST

This certificate is issued for:

LOT 6 PLAN PS407548 ALSO KNOWN AS 6 WEDGE STREET EPPING  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 1
- is within a BUILT FORM OVERLAY - SCHEDULE 1
- and a PARKING OVERLAY - PRECINCT 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

15 September 2025

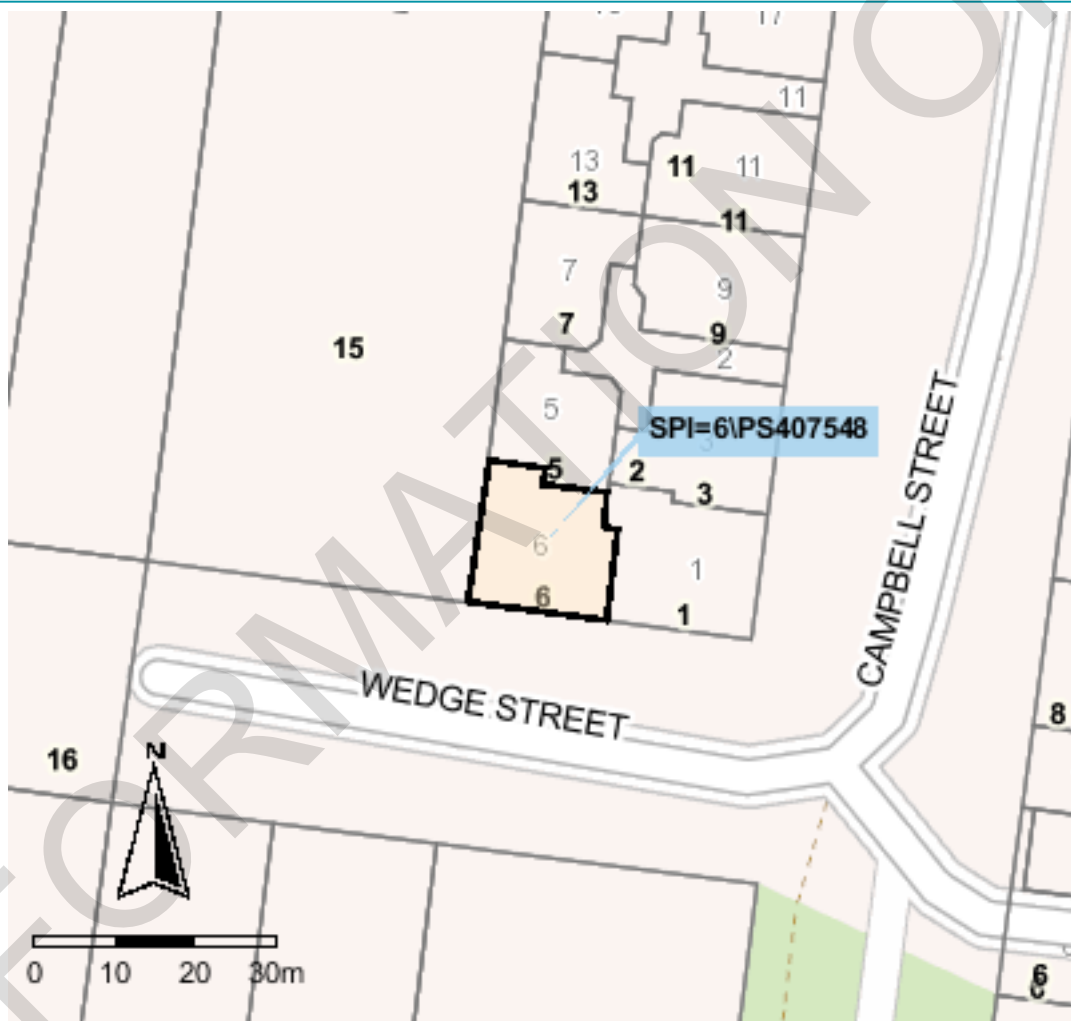
**Sonya Kilkeny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 15 September 2025 02:21 PM

## PROPERTY DETAILS

Address: **6 WEDGE STREET EPPING 3076**  
Lot and Plan Number: **Lot 6 PS407548**  
Standard Parcel Identifier (SPI): **6\PS407548**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **419598**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 C12**

[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

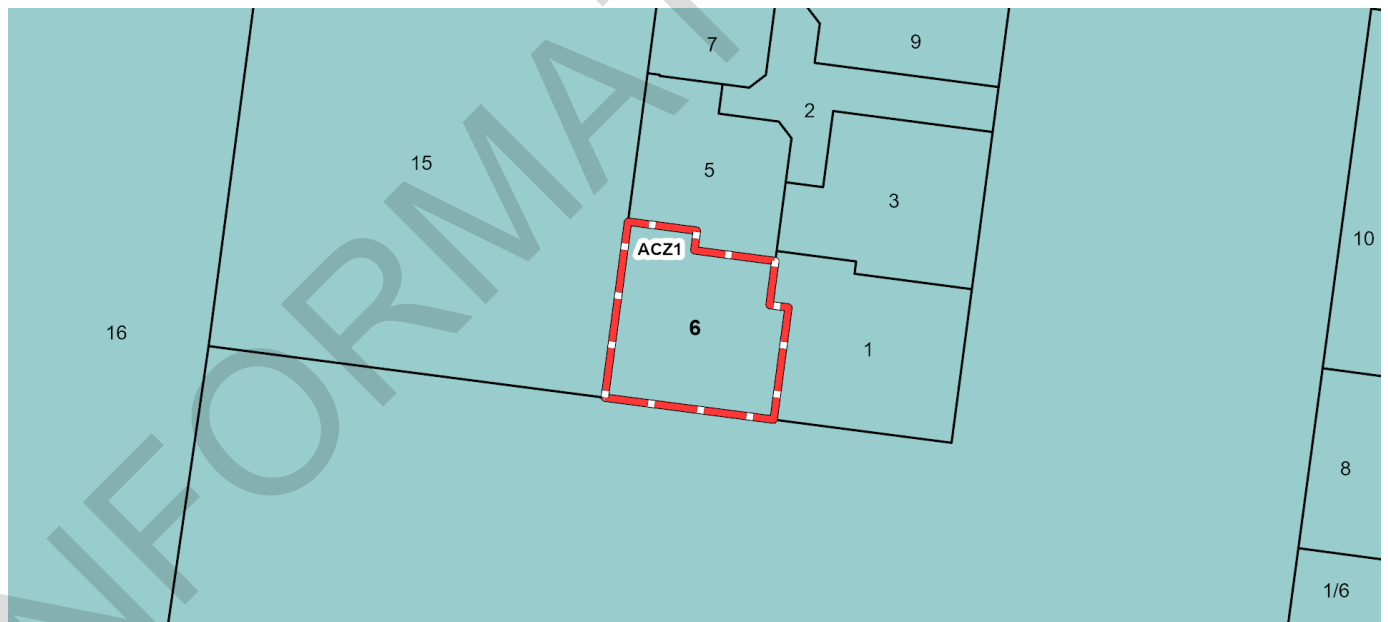
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



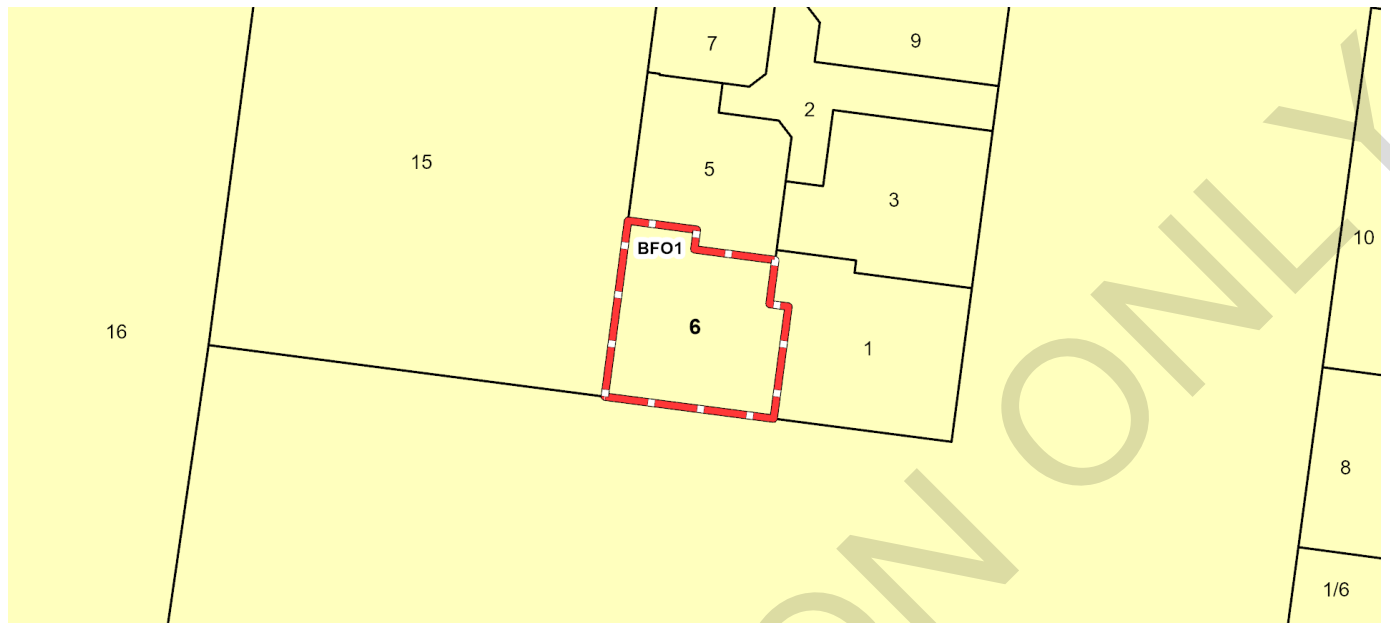
**ACZ - Activity Centre**

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

## Planning Overlays

### BUILT FORM OVERLAY (BFO)

#### BUILT FORM OVERLAY - SCHEDULE 1 (BFO1)



 **BFO - Built Form Overlay**

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14 (DCPO14)



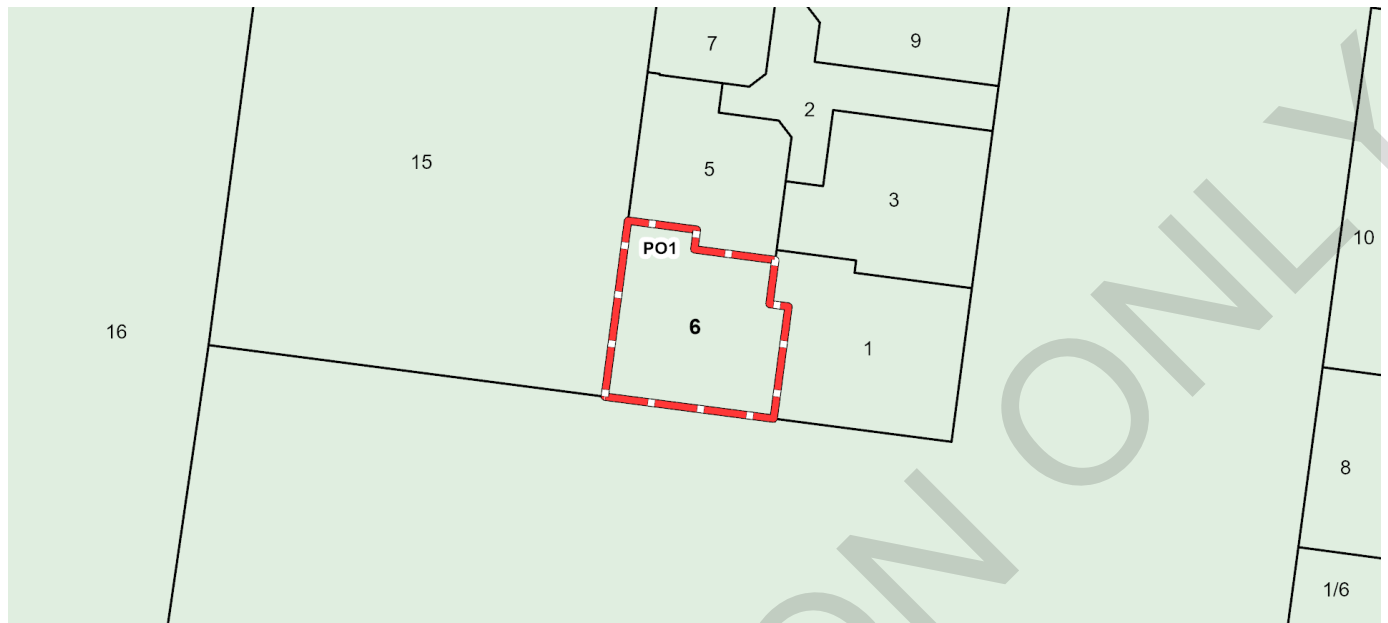
 **DCPO - Development Contributions Plan Overlay**

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

## Planning Overlays

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



 **PO - Parking Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

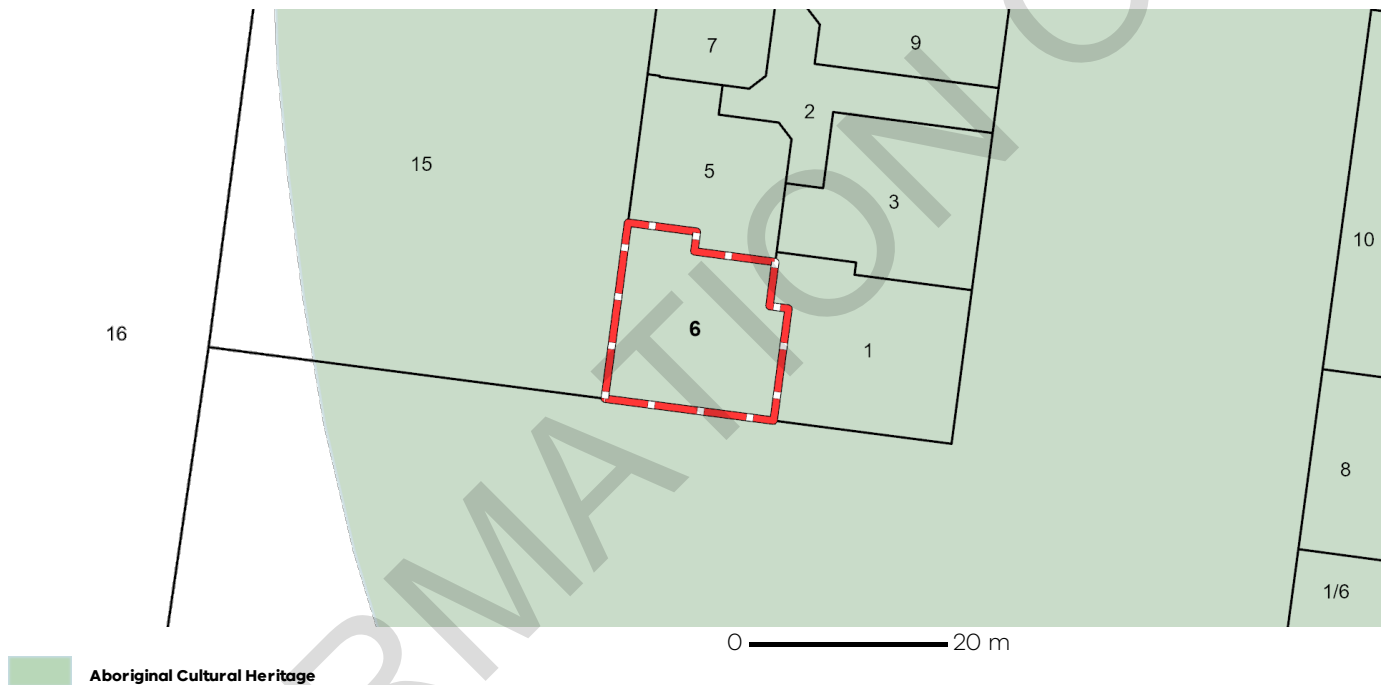
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 28 August 2025.

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

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

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

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

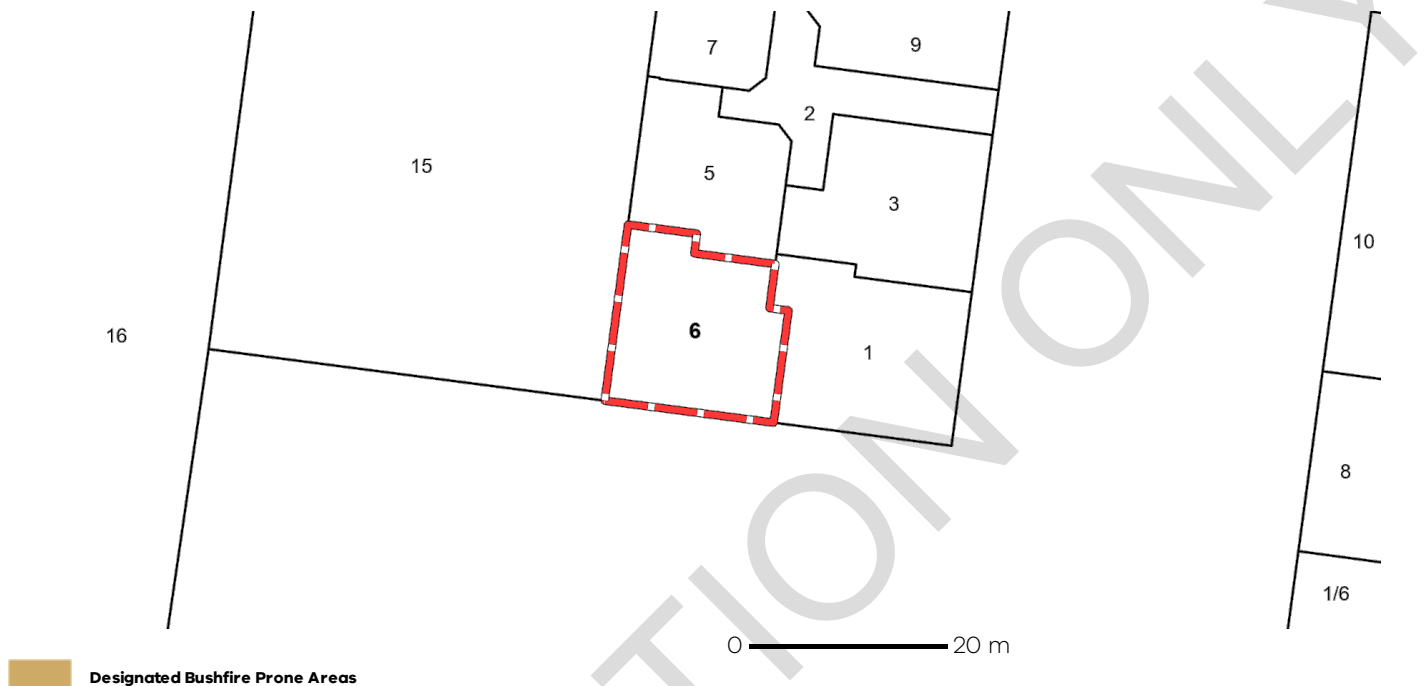
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Created at 15 September 2025 02:21 PM

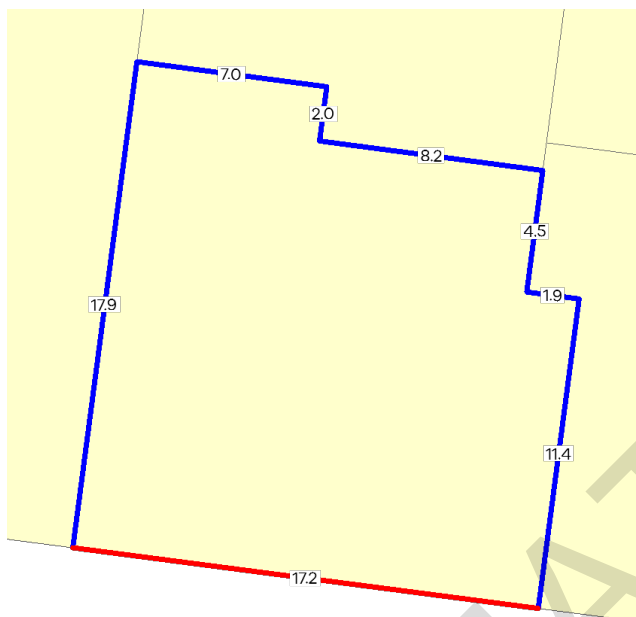
## PROPERTY DETAILS

Address: **6 WEDGE STREET EPPING 3076**  
Lot and Plan Number: **Lot 6 PS407548**  
Standard Parcel Identifier (SPI): **6\PS407548**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **419598**  
Directory Reference: **Melway 182 C12**

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

## SITE DIMENSIONS

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



**Area:** 278 sq. m

**Perimeter:** 70 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

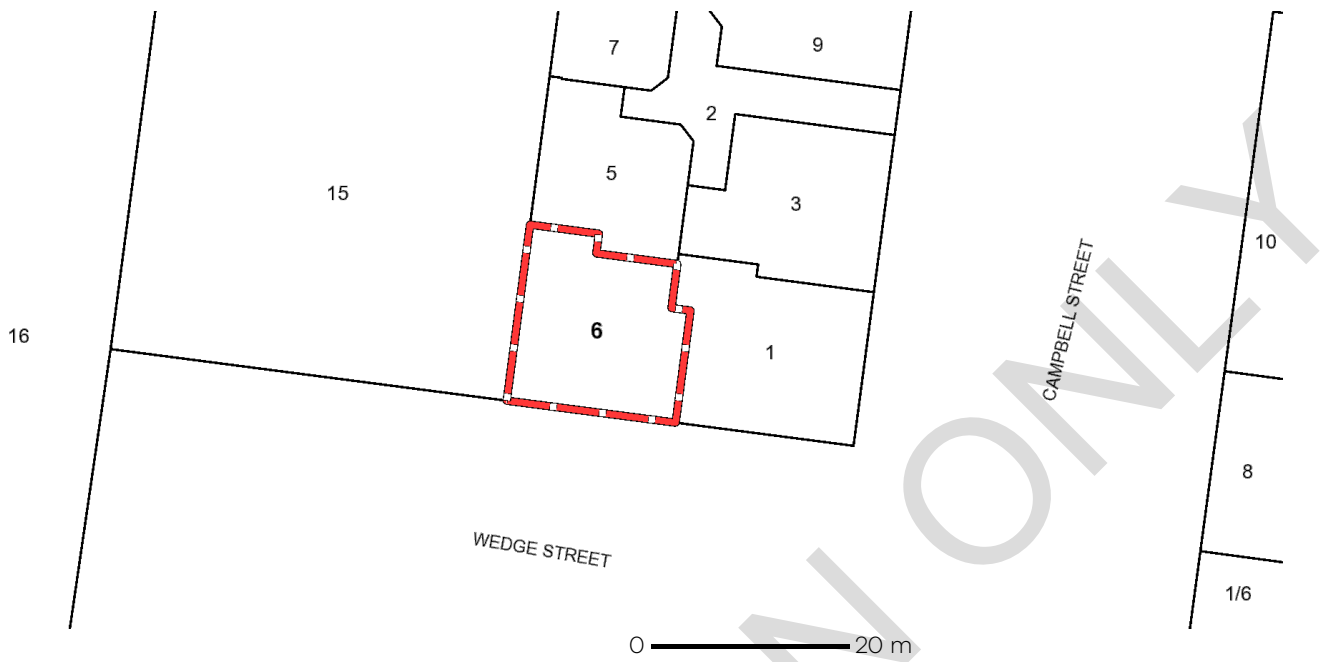
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

INFORMATION ONLY

## Schedule of Insurances

Body Corporate Strata Plan No. PS 407548G

VIC 3073

**Date:** 8 /09/ 2025

**Our Reference:** BC407548G

**Renewal**

**Class of Policy:** Strata

**Insurer:** Strata Community Insurance Agencies Pty Ltd  
PO Box 508, Collins Street West Melbourne Vic 8007  
ABN: 72 165 914 009

**The Insured:** Owners Corporation Plan No. PS 407548G

**Policy No:**

VRSC16001734

**Period of Cover:**

From **30/04/2025**

to **30/04/2026** at 4:00 pm

**Details:**

Please see following pages for a description of the risk(s) insured

## Schedule of Insurance

**Class of Policy:** Strata  
**The Insured:** Owners Corporation Plan No. PS 407548G

**Policy No:** VRSC16001734  
**Invoice No:** 501979  
**Our Ref:** BC407548G

This policy has been placed through

Strata Community Insurance Agencies Pty Ltd  
ABN 72 165 914 009  
PO Box 508, Collins Street West Melbourne Vic 8007

Strata Community Insurance Agencies Pty Ltd is an underwriting agency who has placed the policy with

Allianz Australia Insurance Ltd  
ABN 15 000 122 850  
Level 5, 360 Elizabeth St, Melbourne, Vic, 3000

**The Insured** Owners Corporation Plan No. PS 407548G  
**Situation** 6 Wedge Street & 1, 3, 5, 7, 9 Campbell Street, EPPING VIC 3076  
**Interested Parties** Unit 7 Campbell Street, Epping - ANZ Bank  
5 Campbell St, Epping - BankWest

### Policy Limits / Sums Insured

#### Section 1

Part A  
1. Building \$3,351,993  
Common Area Contents \$28,113  
2. Terrorism Cover under Section 1  
Part A2 Applies  
Part B  
Loss of Rent/Temporary Accommodation \$502,799

#### **Optional Cover**

1. Flood Insured  
2. Floating Floors Insured

#### Section 2

Liability \$20,000,000

#### Section 3

Voluntary Workers Included

#### Section 4

Workers Compensation Not Insured

#### Section 5

Fidelity Guarantee \$100,000

#### Section 6

Office Bearers' Liability Not Insured

#### Section 7

Machinery Breakdown Not Insured

#### Section 8

**Class of Policy:** Strata  
**The Insured:** Owners Corporation Plan No. PS 407548G

**Policy No:** VRSC16001734  
**Invoice No:** 501979  
**Our Ref:** BC407548G

Catastrophe Not Insured

**Section 9**

Part A Government Audit Costs  
 - Professional Fees \$25,000  
 Part B Appeal Expenses \$100,000  
 Part C Legal Defence Expenses \$50,000

**Section 10**

Lot Owners's Fixtures & Improvements (per lot) \$300,000

**Section 11**

Loss of Lot Market Value Not Included

**Excess**

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

Section 1 Insured Property \$1,000  
 Section 9 Legal Defence Expenses and 10% Contribution \$1,000

**Premium Comparison**

The following comparative information is included to help you understand how your premium compares to last year.

	<b>Last year premium</b>	<b>Current year premium</b>
Premium (Including UW levy)	\$3,893.41	\$3,931.97
Emergency services levy	\$0.00	\$0.00
GST	\$389.34	\$393.21
Stamp duty	\$411.78	\$412.73
Broker fee	\$391.33	\$410.98
Fee GST	\$39.14	\$41.11
<b>Total Premium</b>	<b>\$5,125.00</b>	<b>\$5,190.00</b>

**\*Important qualification**

Last year's Aggregate Premium is the total premium paid to us for your insurance in the last year. If you have changed your cover in any way mid term during the last year's policy and/or at renewal (for example increasing your cover amount or adding additional cover) the above premium comparison may not be on a like-for-like basis. You can ask for more information.

**Additional notes**

The 'Agency Fee and GST' reflects the administration fee(s) charged by Strata Community Insurance only. Where you have engaged an insurance broker, the figures do not include any fees charged by them.

It is important to note there are a number of factors that may affect premium, such as: increased cost of claims; changes to your building sum insured arising from valuations or indexation; changes to government taxes, levies and duties; application or otherwise of terrorism levies consistent with the *Terrorism and Cyclone Insurance Act 2003* (Cth); and other matters.

If you would like further information or would like to discuss your premiums, please contact Strata Community Insurance.

**Important Information**

**Class of Policy:** Strata  
**The Insured:** Owners Corporation Plan No. PS 407548G

**Policy No:** VRSC16001734  
**Invoice No:** 501979  
**Our Ref:** BC407548G

This renewal notice has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy Wording (PDS and Policy) and this notice to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website: [www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au). This is also where You can locate Your workers compensation documentation (if applicable) <https://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy.

If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration.

#### **Your Duty to take reasonable care not to make a misrepresentation**

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy.

If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty**, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit [stratacommunityinsure.com.au](http://stratacommunityinsure.com.au).

#### **Cooling Off Period**

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue.

If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

#### **Claims made notice**

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	VRSC16001734
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	Owners Corporation Plan No. PS 407548G 6 Wedge Street & 1,3,5,7,9 Campbell Street, Epping, VIC, 3076
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/04/2025 Expiry Date: 4:00pm on 30/04/2026
INTERMEDIARY ADDRESS	Midland Insurance Brokers PO Box 404, Carlton, VIC, 3053
DATE OF ISSUE	10/04/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,351,993
		Common Area Contents	\$28,113
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$502,799
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

INFORMATION ONLY

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kate Gill  
6 CAVALIER DRIVE  
CRAIGIEBURN 3064

Client Reference: 6 WEDGE ST

NO PROPOSALS. As at the 15th September 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®.

6 WEDGE STREET, EPPING 3076  
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: 15th September 2025

Telephone enquiries regarding content of certificate: 13 11 71



**City of Whittlesea**

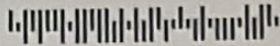
Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Valuation and rates notice

For the period 1 July 2025 to 30 June 2026

Assessment number: **0419598**

To receive your rates notice via email, register at [whittlesea.enotices.com.au](mailto:whittlesea.enotices.com.au)  
Reference No: 0CC95A8D1Z



B S Bagri  
40 Kilby Road  
KEW EAST VIC 3102



030  
I000331  
DLX1\_829

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

## Instalment 1

**\$432.32**

Due By 30/09/2025

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

Instalment 2 **\$429.00**  
Due By 30/11/2025

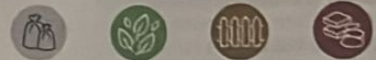
Instalment 3 **\$429.00**  
Due By 28/02/2026

Instalment 4 **\$429.00**  
Due By 31/05/2026

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

OR  
Lump sum **\$1,719.32**  
Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

Waste and recycling vouchers are now online - [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers)

Property Details 6 Wedge Street EPPING VIC 3076

LOT 6 PS 407548G

Owner: Bagri, Balraj Singh

Ward: Epping

### Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$340,000	\$500,000	\$25,000
Level of value date 01/01/2025		Valuation operative date 01/07/2025
AVPCC 120.2 Single Strata Unit		

### State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 500,000 x 0.00017300	\$86.50
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

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

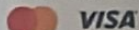
### Council Rates And Charges

General rate 25,000 x 0.04728680	\$1,182.17
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
<b>Total</b>	<b>\$1,719.32</b>

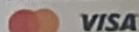
Payments received after 5 Aug 2025 may not be included on this notice

### How to pay

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



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

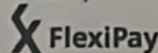
BPAY



Billers Code: 5157  
Ref: 0419598

BPAY this payment via internet or phone banking

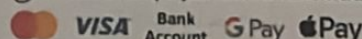
FlexiPay



Set up your flexible payment options.

Scan the QR code or visit

[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



Post Billpay



Post Billpay Code: 0350  
Ref: 4195984

Pay in person at any post office:  
131 816 or [postbillpay.com.au](http://postbillpay.com.au)

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



\*350 4195984



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