

## Part 1

# Contract of Sale of Land

Property address: 70 ILANI 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.*

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

**SIGNED BY THE VENDOR**

Name: Efstatheia Robotis

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

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

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

## PARTICULARS OF SALE

### VENDOR'S AGENT

Name	Harcourts Rata and Co	Phone	9465 7766
Address		Email	sold@rataandco.com.au
		Fax	

### VENDOR

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name	Efstathea Robotis	Name	Anthony's Solicitors
Address		Address	Po Box 112 Mill Park Vic 3082
		Contact	
ACN/ABN		Email	nadia@anthony'slegal.com.au
		Phone	
		Fax	

### Purchaser

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
Address		Address	
		Contact	
ACN/ABN		Email	
		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	10727		
Folio	564	120	PS448790S

OR

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

70 ILANI 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 fixtures and fittings 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.

OR

**Subject to a lease**, particulars of which are:

Attached; or

As follows:

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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

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.

**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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2025

SIGNED by the said )

)

Print Name: )

)

.....

Director (Sign)

in the presence of: )

)

Witness: )

)

.....



## SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5

### SCHEDULE 5

#### Sch. 5

[Regulation 6](#)

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

#### Meaning of vendor

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

#### Bidding by co-owners

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

#### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

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

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

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

#### Copies of the rules

##### Sch. 5

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

#### Questions

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

### **Forbidden activities at auctions**

The law forbids any of the following—

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

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

### **Who made the bid?**

#### **Sch. 5**

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

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

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

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

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

### **What law applies**

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

#### **Sch. 5**

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## **SPECIAL CONDITIONS**

### **1 INTERPRETATION**

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

### **2 IDENTITY**

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

### **3 PLANNING AND RESTRICTIONS**

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

#### **4 ENTIRE AGREEMENT AND NO REPRESENTATIONS**

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

#### **5 GUARANTEE**

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

## **6 BUILDING**

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

## **7 GOODS**

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

## **8 TIME AND SETTLEMENT**

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

## 10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
  - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
  - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

## 11 DEPOSIT

- 11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.
- 11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.
- 11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.
- 11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.
- 11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

## 12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

## 13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

## 15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

**16 SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

**17 NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

**18 LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

**19 POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

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Property address: 70 ILANI STREET, EPPING VIC 3076

Vendor: Efstathea Robotis

Purchaser:

Prepared by:  
Anthonys Solicitors

Email: [nadia@anthonyslegal.com.au](mailto:nadia@anthonyslegal.com.au)

Ref: 25/205

# 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: 70 ILANI STREET, EPPING VIC 3076

## SIGNED BY THE VENDOR

Name: Efstatheia Robotis

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.

OR

General Law Title.

*The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.*

(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):

INFORMATION ONLY

# 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 10727 FOLIO 564

Security no : 124128418195J  
Produced 25/09/2025 12:02 PM

**LAND DESCRIPTION**

Lot 120 on Plan of Subdivision 448790S.  
PARENT TITLE Volume 10704 Folio 581  
Created by instrument PS448790S Stage 3 29/05/2003

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
EFSTATHEA ROBOTIS of 246 EDGERS ROAD THOMASTOWN VIC 3074  
AC678214H 18/02/2004

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AC678215F 18/02/2004  
NATIONAL AUSTRALIA BANK LTD

COVENANT AC183837C 08/07/2003

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AB458077C 01/08/2002

**DIAGRAM LOCATION**

SEE PS448790S 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: 70 ILANI STREET EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 22/10/2016

DOCUMENT END

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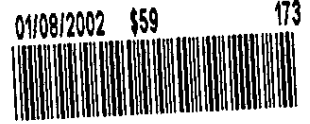
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Form 13

AB458077C



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:LGC:892900 Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Volume 10639 Folio 903
10704-535 to 581 (B.I.)
CAN/C NOW = VOL 10704 - 535 TO 581 (B.I.) (WH)

Authority: Whittlesea City Council of Ferres Boulevard, South Morang, Victoria, 3752

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: GRAEME BRENNAN

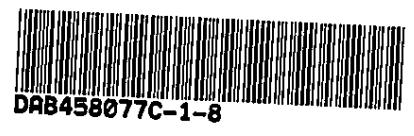
Office held: CHIEF EXECUTIVE OFFICER

Date: 24/7/02

[892900/PJD/M0007783:1]

24 FEB 2003
Applicant [Signature]

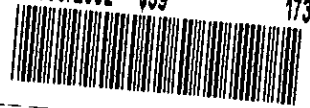
08 FEB 2003 [Signature]



**AB458077C**

01/08/2002 \$59

173



**WHITTLESEA CITY COUNCIL**

- and -

**BRENCORP PROPERTIES PTY LTD  
ACN 008 663 134**

---

**AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

---

**Land: 106 Findon Road, Epping, 3076**



**DAB458077C-2-6**

**FOSTER HART**  
Lawyers  
Level 14, 565 Bourke Street  
**MELBOURNE VIC 3000**

DX 549 Melbourne  
Tel: (03) 9620 1000  
Fax: (03) 9620 0538  
Ref: DFH:PP 22 2453

**THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**  
is made on *24<sup>th</sup> July* 2002

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of Ferres Boulevard, South Morang, Victoria, 3752

("Council")

**AND**

**BRENCORP PROPERTIES PTY LTD ACN 008 663 134**  
of Level 1, The Henley Properties Building, 10 Greenhill Road,  
Wayville, South Australia, 5034

("Owner")

**RECITALS:**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Land.
- C. On 30 June 1999 Council issued Planning Permit No. 704868 (**Planning Permit**) amended 18 April 2002, allowing the Land to be subdivided into residential lots in accordance with a plan endorsed under condition 1 of the Planning Permit. Condition 19 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
  - (a) to give effect to the requirements of condition 19 of the Planning Permit.
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

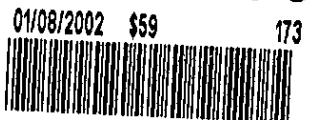
**THE PARTIES AGREE:**

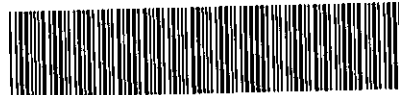
**1. DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings



**AB458077C**





DAB458077C-4-2

unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987;

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

**Building** has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings.

**Building Envelope** means the area delineated and identified on the Tree Protection Plan as a 'building envelope' or the like.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked "B".

**Land** means the land situated at 106 Findon Road, Epping referred to in Certificate of Title Volume 10639 Folio 903 and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.

**Lot** means a lot on the Endorsed Plan.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee-in-possession.

**Party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Permit** means Planning Permit No. 704868 amended 18 April 2002, a copy of which is attached to the Agreement and marked "A".

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Land.

**Protected Tree/s** means vegetation identified as such on the Tree Protection Plan.

**Tree Envelope** means the area delineated and identified on the Tree Protection Plan as a 'tree exclusion envelope' or the like.

**Tree Protection Plan** means the plan submitted to and approved by Council which shows separate tree exclusion zones (tree envelopes) and building envelopes; a copy of which Plan is annexed to this Agreement and marked "Tree Protection Plan".

2. **INTERPRETATION**

In this Agreement unless the context admits otherwise:

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- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If the term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. SPECIFIC OBLIGATIONS OF THE OWNER**



The Owner agrees and acknowledges that:

- 3.1 The Owner must provide all prospective purchasers, transferees and assignees of the Land with a copy of this Agreement;
- 3.2 The Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building on any lot outside of a Building Envelope except with the written consent of Council;
- 3.3 The Owner must not remove, destroy, fell, lop, ringbark or uproot any Protected Tree except with the written consent of Council; and
- 3.4 The Owner must not build, construct or erect any Building or carry out any works on any lot within the Tree Envelope except with the written consent of Council.

**4. FURTHER OBLIGATIONS OF THE OWNER**

**4.1 Notice and Registration**



The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**



The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**4.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**5. AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

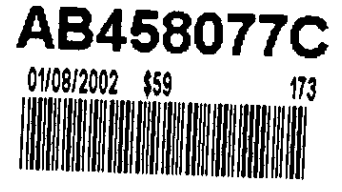
**6. OWNER'S WARRANTIES**

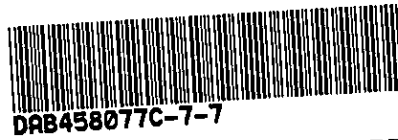
Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land or until such memorandum is withdrawn, that successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.





**8. GENERAL MATTERS**

**8.1 Notices**

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notices**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

**8.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

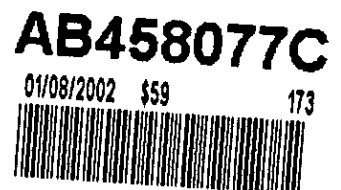
**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**9. COMMENCEMENT OF AGREEMENT**



Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

SIGNED, SEALED & DELIVERED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL was affixed in the presence of: )

*[Handwritten Signature]*  
.....  
Councillor

*[Handwritten Signature]*  
.....  
Chief Executive Officer

THE COMMON SEAL of BRENCORP PROPERTIES PTY LTD ACN 008 663 134 is hereunto affixed in accordance with its Articles of Association in the presence of: )



*[Handwritten Signature]*  
.....  
Director to Sign

*P. M. Crawford*  
.....  
Director/Company Secretary to Sign  
*authorised signatory*

JOHN DANIEL CROSBY  
.....  
Director's Full Name

PATRICIA MARY CRAWFORD  
.....  
Director/Company Secretary's Full Name

3 AVENUE ST. MILLSWOOD SA 5034  
.....  
Usual Address

7 NIXON ST, NAIRNE SA 5252  
.....  
Usual Address



**AB458077C**

01/08/2002 \$59 173

FROM :

FAX NO. : +613 95628116

Jun. 13 2002 09:30AM P2

||A||

PERMIT NUMBER: 704868 (Amended)



City of Whittlesea



DAB458077C-9-3

**PLANNING PERMIT**

**WHITTLESEA PLANNING SCHEME**

**ADDRESS OF THE LAND:**

106 Findon Road Epping  
Part Crown Portion 3 Section 10

**THE PERMIT ALLOWS:**

THE SUBDIVISION OF THE LAND INTO RESIDENTIAL LOTS IN ACCORDANCE WITH THE ENDORSED PLANS.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

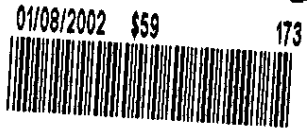
1. Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:
  - (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
  - (b) The location of all trees on the land including an accurate depiction of the canopy size for each tree. It should be noted that, based on the actual canopy size the lot or reserve boundaries may need to be changed to ensure the retention of the trees.
  - (c) The area of land shown as road widening across the front of the site consistent with the adjoining road reservations.

Date issued: 30/06/1999  
Amended: 18/04/2002  
704868

Signature for the  
Responsible Authority:

**AB458077C**

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**AB458077C**

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- (d) Details of the intersectional works which will be required for Findon Road and the main road into the subdivision.
2. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
  3. The section of land marked as road widening on the endorsed plan shall be vested in Council at no cost to Council and with no compensation payable.
  4. Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed to by the Responsible Authority.
  5. The permit holder must ensure that a copy of this permit is attached to any Section 32 Statement relating to any lots within this subdivision.
  6. Prior to the certification of the subdivision, a report prepared by a qualified arborist shall be submitted to Responsible Authority, providing an assessment of the existing trees on the land.

7. Detailed Subdivision Layout Plan Requirements

Before certification of any plans associated with the subdivision hereby approved, 3 copies of a detailed subdivision layout plan, generally in accordance with the plans submitted with the application, must be submitted to and approved by the Responsible Authority, showing:

- (i) The location and area of the lots which apply to this subdivision.
- (ii) A building envelope plan for each lot between 300 and 450 square metres in area, which accords with the requirements of Clause 56 of the Whittlesea Planning Scheme.
- (iii) A land budget showing:
  - Total land area including developable and undevelopable land areas

Date issued: 30/06/1999

Signature for the  
Responsible Authority: 

Amended: 18/04/2002

704868

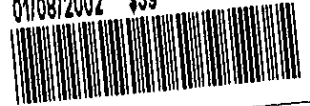


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**AB458077C**

01/08/2002 \$59

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3

- The land area for each major land use including housing, roads, public open space etc.
  - A breakdown of unencumbered and encumbered public open space.
- (iv) The street reserves (including widths).
- (v) The location of all footpaths on both side of the streets and cycle paths.
- (vi) The location and area of all reserves and open space areas indicating encumbered and unencumbered land where applicable.

**8. Landscape Masterplan**

A landscape masterplan for the entire subdivision must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape masterplan must show:

- (i) the landscaping theme to be developed for the subdivision;
- (ii) the type of species to be used for street tree planting in various stages of the subdivision;

**9. Streetscape Plan Requirements**

A detailed streetscape plan(s) for all streets in the subdivision or stage of the subdivision must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The streetscape plan(s) must show:

- (i) the street reserve width together with typical cross sections;
- (ii) location and material type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths, vehicle entrances and traffic control devices;
- (iii) location and species of proposed trees (based on planting of advanced trees) and other landscaping;
- (iv) location of existing vegetation to be retained and proposed treatment to ensure its health;

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- (v) any relevant details for the design and location of street furniture - lighting, seats, bus stops, telephone boxes, mail boxes etc.
- (vi) details of fencing for the lots backing onto the tree reserve on Findon Road.

**10. Landscape Plans**

Detailed landscape plans for Reserves, Plantations, and Landscape Areas must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape plans must be drawn to scale with dimensions and show all proposed landscaping, including details of any vegetation to be retained, the location of all new planting, a schedule of plant species and height at maturity and the method for maintenance.


**11. Construction Plan - Roadworks and Drainage (Engineering Plans)**

Prior to the issue of a Statement of Compliance roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and specifications to be approved by the Responsible Authority. The plans will not be approved until a landscape masterplan, detailed streetscape plan and individual landscape plans (if applicable) have been prepared and approved and the location of services determined to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the approved landscape masterplan, streetscape plan and individual landscape plans and shall include:-

- (i) Full construction of streets and full underground drainage;
- (ii) Full construction of the intersection of Findon Road and the internal road.
- (iii) The provision of all services and conduits (underground);
- (iv) Traffic control measures as approved by the Responsible Authority;
- (v) The erection of street name plates to Council's standard design;

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Responsible Authority: 

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- (vi) The paving of footpaths and cycle paths, including the construction of a fully constructed pedestrian path within the Future Road Widening Reserve adjacent to the Plantation Reserve. Note that the developer will be responsible for connecting the existing sand path to the new concrete path to the satisfaction of Council;
- (vii) The construction of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (viii) The planting of advanced street trees in accordance with the Streetscape Plan(s) and erection of treeguards to appropriately protect these trees;
- (ix) Appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with Council requirements;
- (x) Provision of conduits for optic fibre telecommunications services in accordance with Clause 22.13 of the Whittlesea Planning Scheme – Telecommunications Conduit Policy.

**12. Notification of commencement of Street tree planting and landscaping works**

The developer must notify Council's Parks and Gardens Department a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

**13. Completion of Street Tree Planting, landscaping and other works**

Street tree planting, landscaping and other works shown on the endorsed streetscape plan, construction plan and landscape plan must be completed to the satisfaction of Council prior to the issue of a Statement of Compliance. The timing for completion of these works may only be altered with the written agreement of Council.

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**14 Maintenance Period - Street trees and landscaping works**


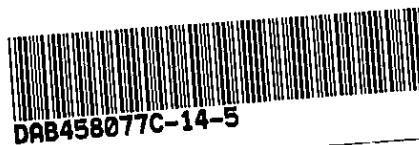
- (i) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150% of the cost of the planting shown on the endorsed plans as determined by Parks and Gardens, as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
- (ii) Upon completion of the street tree planting and landscaping works the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been completed to the satisfaction of the Parks and Gardens Department, Council will refund up to 50% of the security bond.
- (iii) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the issue of a Statement of Compliance the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been maintained to the satisfaction of the Parks and Gardens Department, Council will refund the balance of the security bond.
- (iv) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of Council then Council may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.

**15 Embellishment of Open Space**

Prior to the issue of a Statement of Compliance the areas proposed to be developed for public open space shall be embellished with the following works to the satisfaction of Council:

- (i) Removal of all existing disused structures, foundations, pipelines or stockpiles.
- (ii) Provision of sub and top soil, and hydro seeding of proposed public open space areas to provide a stable and appropriately drained surface.
- (iii) Provision of bollards.

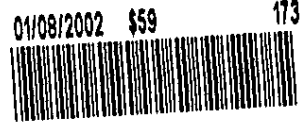
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Responsible Authority: Amended: 18/04/2002  
704868

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(iv) Provision of water tapping.

**16. Native vegetation removal**

No native vegetation shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

**17. Certification Plan Requirements**

Before certification of the subdivision, 14 copies of a plan including 2 signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

**18. Tree Protection Mechanisms (Plan)**

Prior to certification of this subdivision, a plan which shows separate tree exclusion zones (tree envelopes) and building envelopes must be submitted to and approved by the Responsible Authority. The plan must include:

- Separate tree exclusion and building envelopes on private lots which have a tree or trees or are affected by the canopy of a tree marked for protection on the approved Plan. (See attached Guidelines)
- A tree exclusion zone for individual trees and clusters of trees to be retained within open space and/or road reserves.

**19. Tree Protection Mechanisms (S173 Agreement)**

The developer must enter into an agreement under Section 173 of the Planning and Environment Act, or other suitable means with the agreement of the Responsible Authority, to alert prospective purchasers to the presence of the tree or trees, the tree exclusion zone and building envelope. The agreement must also require that written consent from Council is required to remove, lop, or destroy any of the protected trees, to construct a building or construct/carry out works within the tree exclusion zone, or build outside the designated building envelope.

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Responsible Authority: Amended: 18/04/2002  
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**20. Tree Protection Mechanisms (Security Deposit)**

- (i) Prior to commencement of the subdivision hereby permitted, or at such later date as the Responsible Authority may approve in writing, there shall be lodged with the Responsible Authority an amount of \$10,000 as security deposit for the satisfactory completion of the requirements in relation to tree preservation and to ensure that trees are not damaged during the construction phase.
  - (ii) Upon completion of the subdivision works to the satisfaction of the Responsible Authority, the Responsible Authority will refund the security deposit.
  - (iii) In the event that the tree protection requirements are not adhered to or maintained to the satisfaction of the Responsible Authority or the trees are damaged, the Responsible Authority may complete and/or maintain the necessary work and deduct the cost thereof (including supervision) from any security deposit lodged pursuant to this condition.
21. Prior to certification of the subdivision or any stage thereof, the approved Building Envelope Plan shall form part of the approved Plan of Subdivision as a restriction.

**22. Fences adjoining Reserves**

- All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance and repair of all fences abutting open space or tree reserves to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

**23. Removal of Topsoil**

No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.

**Date issued: 30/06/1999**

**Amended: 18/04/2002**  
704868

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Responsible Authority:**



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**AB458077C**

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**24. Street Lighting**

Prior to the issue of the Statement of Compliance, the developer must provide underground street lights for all streets in the subdivision, to the satisfaction of Council and TXU Networks Pty Ltd.

**25. Filling**

All filling on the site shall be compacted to specifications approved by the Responsible Authority.

**26. Covenant Restriction**

Except with the prior written approval from the Responsible Authority, no covenant or similar control shall be included on the title to any lot created within the subdivision, if it seeks to prohibit any use provided for in the Whittlesea Planning Scheme or place limits on the size or number of dwellings that may be erected on each lot within the subdivision.

**27. SPI Powernet conditions**


- (i) The final plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to SPI Powernet in accordance with Section 8 of that Act.
- (ii) Written approval to the final plan of subdivision is to be obtained from SPI PowerNet prior to certification. The plan must show the easements fully dimensioned on the affected lots(s).
- (iii) Adjust the position of the easement where necessary to accord with the position of the existing transmission lines as determined by survey.

**28. TXU Networks Pty Ltd conditions**

Prior to the issue of the Statement of Compliance the applicant must:

- (i) Enter into an agreement with TXU Networks Pty Ltd for the supply of electricity to each lot on the endorsed plan.
- (ii) Enter into an agreement with TXU Networks Pty Ltd for the arrangement of the existing electricity supply system.
- (iii) Enter into an agreement with TXU Networks Pty Ltd for rearrangement of the points of supply to any existing installations

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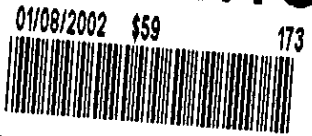
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- affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU Networks Pty Ltd.
- (iv) Obtain for the use of TXU Networks Pty Ltd any other easements required to service the lots.
  - (v) Adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey
  - (vi) Set aside on the plan of subdivision Reserves for the use of TXU Networks Pty Ltd for electric substations.

**29. Origin Energy conditions**

- (i) Easements in favour of the Origin Energy must be created on the plan to the satisfaction of Origin Energy.
- (ii) The plan of subdivision submitted for certification must be referred to Origin Energy in accordance with Section 8 of the Subdivision Act 1988.

**30. Telstra conditions**

- (i) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- (ii) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- (iii) The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

(Note: Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.)

- (iv) The plan of subdivision submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

**Date issued: 30/06/1999****Amended: 18/04/2002**  
704868**Signature for the  
Responsible Authority:****DAB458077C-18-0**

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**31. Yarra Valley Water conditions**

- (i) Water  
The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- (ii) Sewerage  
The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.


**32. Melbourne Water conditions**

- (i) Prior to the issue of a Statement of Compliance, the applicant shall enter into and comply with an agreement with Melbourne Water Corporation under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958 for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- (ii) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- (iii) Details of a storm water management plan to be forwarded to Melbourne Water for comment and approval
- (iv) Separate application direct to Melbourne Water must be made for any storm water connection to Melbourne Water's drains or watercourses.
- (v) Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988

**33. Country Fire Authority conditions**

- (i) Fire hydrants must be located along every road, no greater than 200 metres apart. Each property must be within 100 metres of any fire hydrant.
- (ii) Fire hydrants must be clearly identified with either "I Type" Hydrant covers or hydrant marker posts as per drawing 34 of the Road Traffic Regulations Victoria.
- (iii) A 15 metre fuel modified buffer zone must be established along the northern boundary of the subdivision. Within this buffer zone all fire

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fine fuels must be reduced and maintained in a fuel reduced condition.

**Note**

If further information is required in relation to Melbourne water's permit conditions shown above, please contact Kathy Ladisic on telephone 9235 2227, quoting Melbourne Water's reference 46368.

Please note that Flood Plain Management advice is provided by Melbourne Water, under the Water Act, by delegation from the Minister for Agriculture and Resources.

Note: This permit was amended on 18 January 2000, changing the wording in Condition 7 (vi) from *'The location and area of all reserves and open space areas which are to include a minimum of 5% of unencumbered land'* to *'The location and area of all reserves and open space areas indicating encumbered and unencumbered land where applicable.'*

**Amended Permit Note**

This permit was amended on 14 March 2002 as follows:

- Changes to condition 7 to remove reference to "Within twelve months of commencement" and replacing reference to VicCode 1 to Clause 56 of the Whittlesea Planning Scheme.
- Changes to condition 10 to include Plantations and Landscape Areas.
- Changes to condition 11 to include requirements for the construction of a pedestrian path along the frontage of the subdivision and conduits for optic fibre telecommunications services.
- Changes to condition 19 to include additional requirements in the Section 173 Agreement.
- Replacement of condition 21 with a new condition.
- Changes to conditions to include new names of servicing authorities.

**Tree Exclusion Zone Requirements**

A consulting arborist must be employed to supervise works in proximity to or which may impact upon trees marked for retention on the approved overall development plan.

The consulting arborist must conduct an induction of all personnel involved in construction regarding retention of remnant vegetation.

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Any works undertaken within the exclusion zone or on any tree marked for retention should be completed or supervised by the consulting arborist. No entry into the exclusion zone is allowed except with the consent of the consulting arborist.

The area inside the exclusion zone should be modified to enhance the growing environment of the tree and to help reduce stress or damage to the tree in the following manner:

- The area within the exclusion zone is to be mulched with wood chips or compost matter to a depth of 150mm.
- Trees are to have supplementary watering, the amount of watering is to be assessed by the consulting arborist and will be determined by the amount of disturbance the trees roots have sustained and on climatic conditions.
- Where severing of roots (>50mm) is required directly adjacent to the exclusion zone they must be cleanly cut. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, they are to be back filled or covered with damp hessian.

The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any exclusion zone. Where the slope of the land suggests these materials may drain towards an exclusion zone the storing or disposing of these materials is strictly forbidden.

Any trees that are to be removed next to the exclusion zones are to be done so manually. Stumps are to be ground not excavated to prevent damage to preserved tree roots.

Tree exclusion zones are to be constructed to the following requirements:

- ring lock wire mesh approximately 1.8 metres high
- main posts 100mm treated pine (TP)
- intermediate posts steel star pickets (SP)
- the corner posts are to be TP with TP stays
- every 3<sup>rd</sup> post is to be TP
- SP to be placed intermediately between the TP posts at 3 metre intervals
- the ring lock mesh to encircle the structure and be firmly secured at each post
- posts must be sunken into the ground by 450mm (there is to be no concrete to secure posts as this will affect p.H. levels)
- the exclusion zone is to be clearly sign-posted ie. **TREE PRESERVATION ORDER. NO ENTRY EXCEPT TO AUTHORISED PERSONNEL.**

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With the agreement of the Responsible Authority tree exclusion zone fencing may not be provided where permanent reserve fencing is introduced prior to construction. The specification of the permanent fencing must be to the satisfaction of the Responsible Authority.

Only when construction of houses and the installation of boundary fences is complete is the fencing of the exclusion zone able to be disassembled.

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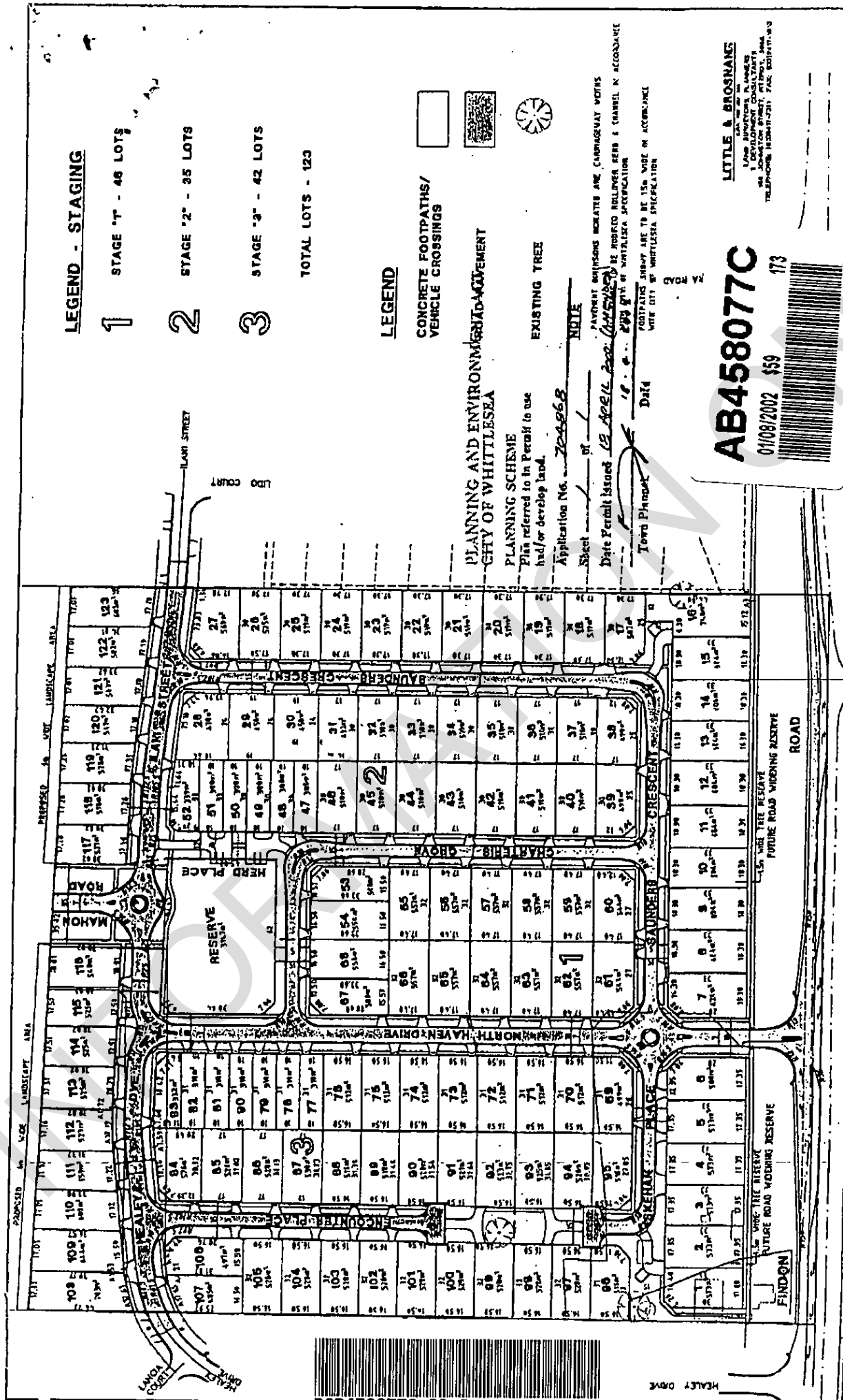
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**LEGEND - STAGING**

- 1 STAGE "1" - 46 LOTS
  - 2 STAGE "2" - 35 LOTS
  - 3 STAGE "3" - 42 LOTS
- TOTAL LOTS - 123

**LEGEND**

- Concrete Footpaths/Vehicle Crossings
- Existing Tree

**PLANNING AND ENVIRONMENTAL ADVICE**  
**CITY OF WHITTLESEA**

PLANNING SCHEME  
Plan referred to in Permit to use  
had/for develop land.

Application No. **70-4-86-B**  
Date Permit Issued **19 April 2002**  
Town Planner **Dale**

**AB458077C**

01/09/2002 \$59



DCE PROJECT No.	6477
SCALE:	1:1500
SHEET:	1 of 1
DRAWING No.	6477POS2
DATE:	25-03-02
REV:	B

**CITY OF WHITTLESEA**  
**NORTH HAVEN ESTATE**  
**106 FINDON ROAD, EPPING**  
**PROPOSED DEVELOPMENT PLAN**



**CLIENT:** BRENDOX ID PROPERTIES  
**Co-ords:** A.M.G.  
**Levels:** A.H.D.  
Designed by R.Monthouse AM 10575  
Checked by A.Oborhoff AS 10576  
Approved by T.Lalopala AN 10577

**DCE**  
CONSULTING ENGINEERS  
Dalton Consulting Engineers Pty Ltd  
A.C.N. 063 322 177  
255 Whittlesea Road, Bayside VIC 3103  
Ph: 61 3 9588 6466 Fax: 61 3 9588 4800



DAB458077C-23-0

# Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>25/09/2025 12:02</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No.	LTO use only <b>EDITION 4</b>	Plan Number <b>PS448790S</b>
----------------------------	-----------	----------------------------------	---------------------------------

Location of Land  
 Parish: Wollert  
 Township: -----  
 Section: 10  
 Crown Allotment: -----  
 Crown Portion: 3 (Part)

LTO base record: DCMB  
 Title References C/T V.9451 F.926

Last Plan Reference: -----  
 Postal Address: 106 Findon Road  
 (At time of subdivision) Epping 3076

AMG Co-ordinates E. 326 850  
 (Of approx. centre of plan) N. 5 832 750      ZONE 55

Council Certification and Endorsement

Council Name: Whittlesea City Council      Ref: 605209

1. This Plan is certified under Section 6 of the Subdivision Act 1988.

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~

~~3. This is a statement of compliance issued under section 245 of the Subdivision Act 1988~~

OPEN SPACE  
 (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / ~~has not~~ been made.

~~(ii) The requirement has been satisfied.~~

(iii) The requirement is to be satisfied in Stage 2  
 Council delegate \_\_\_\_\_  
 Council seal \_\_\_\_\_  
 Date 18 / 2 / 2002

~~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
<b>ROAD R1, R2 &amp; R3 RESERVE No. 1</b>	<b>CITY OF WHITTLESEA CITY OF WHITTLESEA</b>

Notations

Depth Limitation : Does not apply

Staging      This is / ~~is not~~ a staged subdivision  
 Planning permit No 704868

Survey      This plan is / ~~is not~~ based on survey

This survey has been connected to permanent marks no(s) 106 & 107 in Proclaimed Survey Area no. \_\_\_\_\_

Easement Information				
Legend:      A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Powerline	See Sheet 2	C/E D711060	S.E.C.V.
E-2	Powerline	See Sheet 2	C/E D73635	S.E.C.V.
E-3	Carriageway Carriageway Pipeline	10-06 10-06 10-06	Inst 724350 Inst 1187785 Sec 258BA of the M.M.B.W Act-This Plan	C/T V.3727 F.242 C/T V.4923 F.590 M.M.B.W.
E-4	Carriageway, drainage, sewerage & supply of water, electricity, gas & data transmission . . . .	See Sheet 2	This Plan	Land in this plan
E-5	Drainage	2	This Plan	City of Whittlesea
E-6	Sewerage	2	This Plan	Yarra Valley Water Limited
E-7 & E-9	Drainage	3	This Plan	City of Whittlesea
E-8 & E-9	Sewerage			Yarra Valley Water Limited
E-8 & E-9	Electricity	1.50	This Plan	TXU Electricity

LTO use only

Statement of compliance/  
 Exemption Statement

Received     

Date: 5 / 4 / 02

**THIS IS AN LR  
 COMPILED PLAN**

**CHECKED 11/2/2003**

**R. Hills**  
 Assistant Registrar of Titles

Sheet 1 of 10 Sheets

**LITTLE & BROSAN** PTY. LTD.  
 A.C.N. 005 434 855  
 LAND SURVEYORS, PLANNERS  
 & DEVELOPMENT CONSULTANTS  
 189 JOHNSTON STREET, FITZROY, 3065.  
 TELEPHONE: (03)9417-7311    FAX: (03)9417-1813

LICENSED SURVEYOR (PRINT),         Damian Leo Stattery        

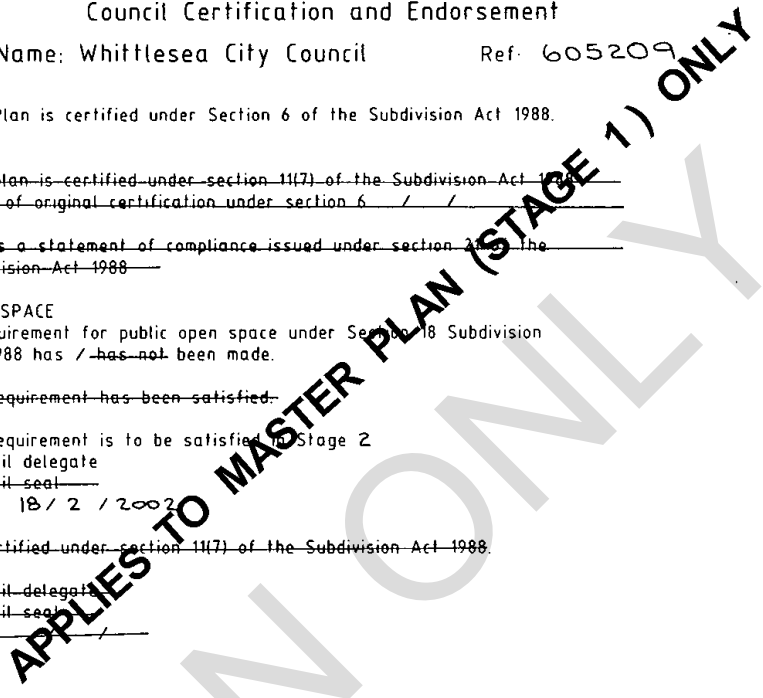
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REF. 3135-3      VERSION 12-12-01

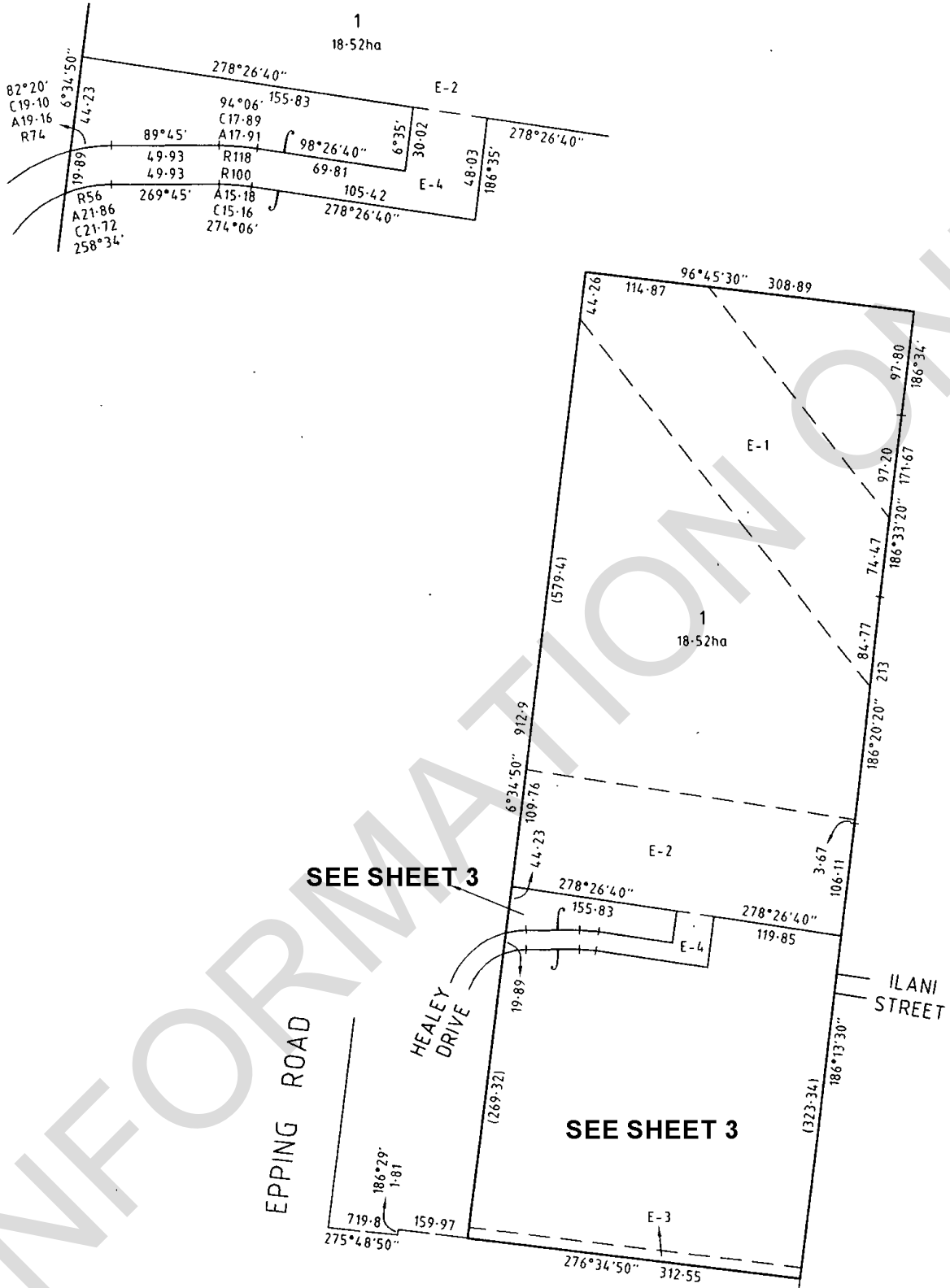
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COUNCIL DELEGATE SIGNATURE

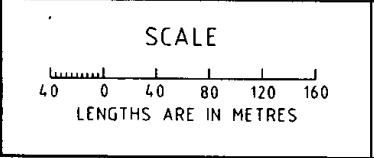
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PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS448790S



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ACN 005 434 855  
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 TELEPHONE: 10319417-7311 FAX: 10319417-1813



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 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 REF. 3135-3 VERSION 12-12-01  
3135-3b DWG

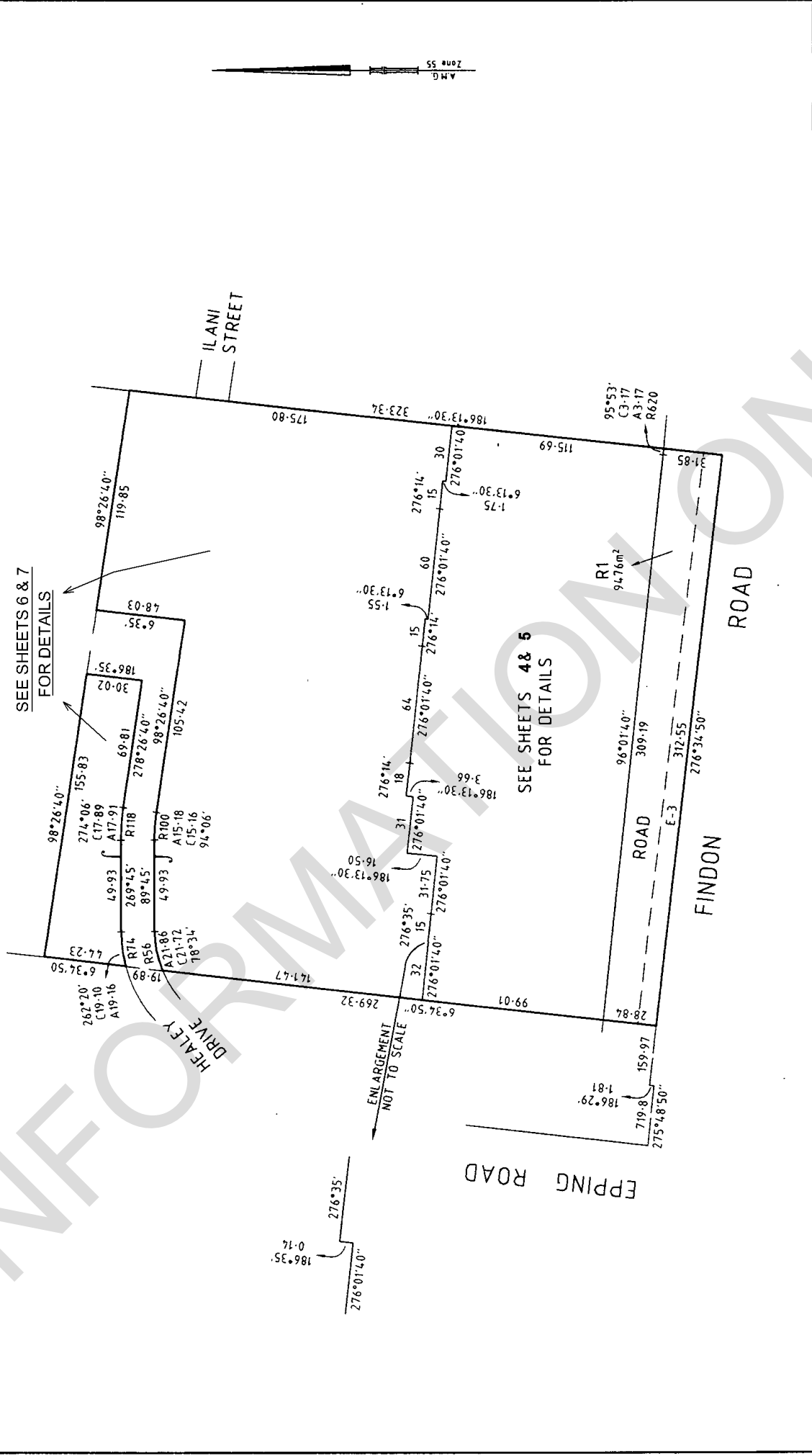
Sheet 2 of 10 Sheets

DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number  
**PS448790S**



Sheet 3 of 10 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) Damian Leo Slattery

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REF. 3135-7 VERSION 22-5-02

3135-7B.DWG

ORIGINAL SHEET SIZE 1:2000 A3

SCALE LENGTHS ARE IN METRES

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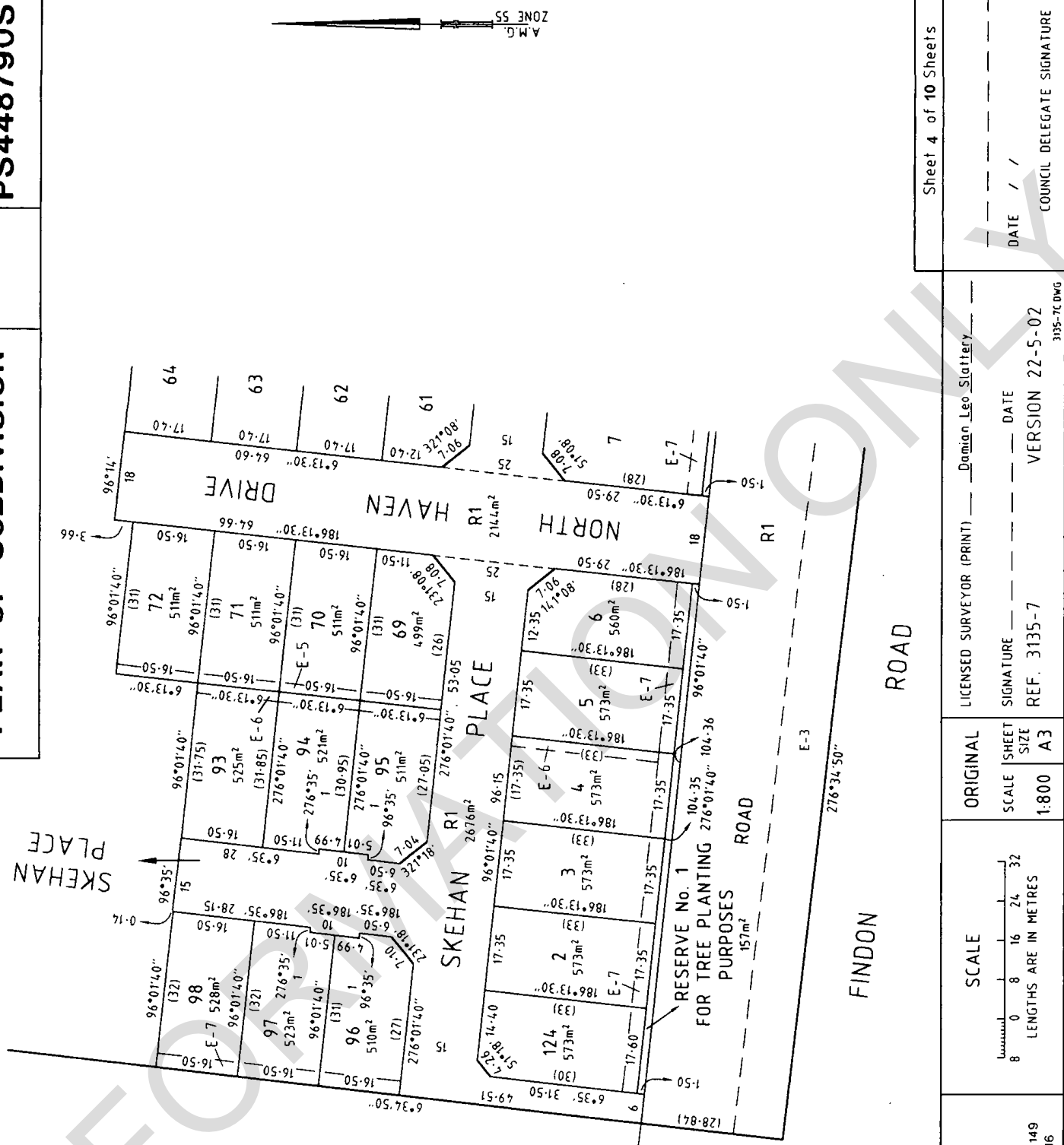
**LITTLE & BROSANAN** PTY. LTD.  
A.C.N. 005 434 855

LAND SURVEYORS, PLANNERS  
& DEVELOPMENT CONSULTANTS

8/417 FERNTREE GULLY RD, MT. WAVERLEY, 3149  
TELEPHONE: 10319544-1922 FAX: 10319562-8116

**PLAN OF SUBDIVISION**

Stage No. \_\_\_\_\_ Plan Number **PS448790S**



Sheet 4 of 10 Sheets

LICENSED SURVEYOR (PRINT) Damian Leo Slattery DATE / /

SIGNATURE \_\_\_\_\_ DATE / /

REF. 3135-7 VERSION 22-5-02

3135-7C.DWG COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

SCALE 1:800 SHEET SIZE A3

SCALE LENGTHS ARE IN METRES

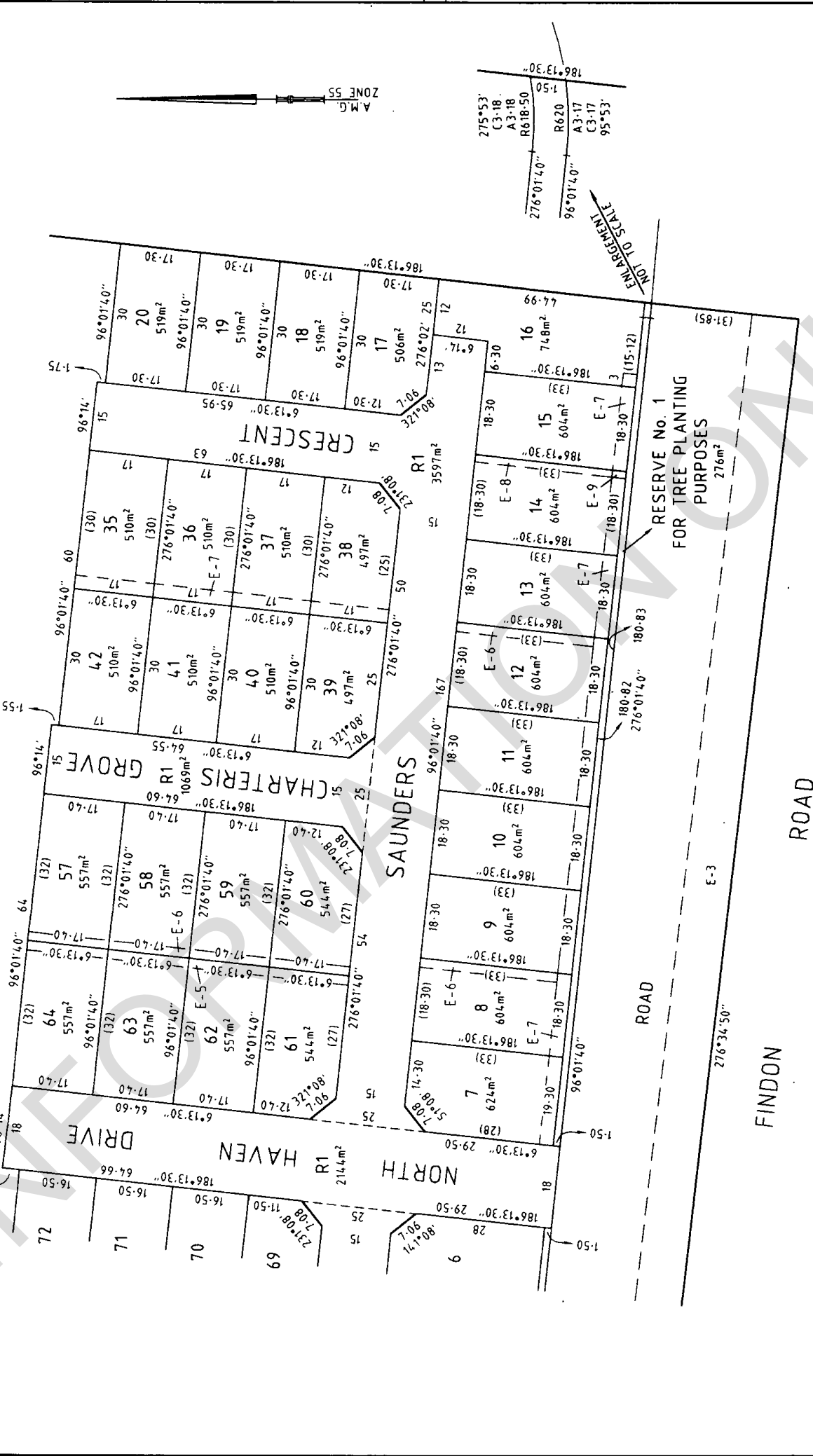
0 8 16 24 32

10 110 120 130 140 150mm

**LITTLE & BROSNIAN LTD.**  
 A.C.N. 005 434 855  
 LAND SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS  
 8/417 FERTREE GULLY RD, MT. WAVERLEY, 3149  
 TELEPHONE: (03)9544-1922 FAX: (03)9562-8116

Plan Number  
**PS448790S**

Stage No.  
**PLAN OF SUBDIVISION**



Sheet 5 of 10 Sheets

LICENSED SURVEYOR (PRINT) Domian Leo Slattery

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REF. 3135-7 VERSION 22-5-02

3135-70.04G

ORIGINAL SCALE SHEET SIZE

1:800 A3

LENGTHS ARE IN METRES

0 8 16 24 32

SCALE

**LITTLE & BROSINAN** PTY. LTD.  
A.C.N. 005 434 855

LAND SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS

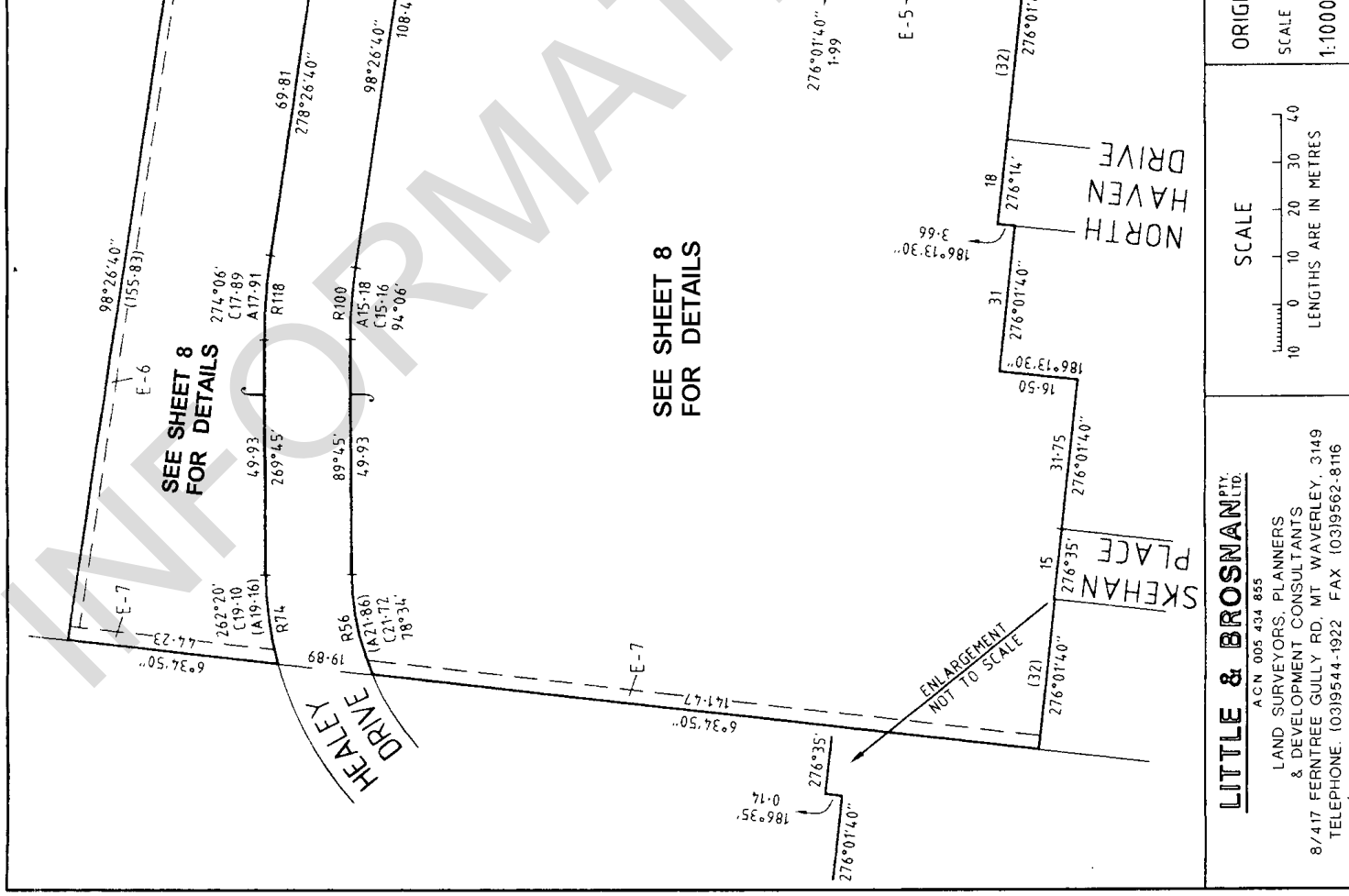
8/417 FERNTREE GULLY RD, MT. WAVERLEY, 3149

TELEPHONE: (03)9544-1922 FAX: (03)9562-8116

PLAN OF SUBDIVISION

Stage No

Plan Number  
**PS448790S**



SEE SHEET 8 FOR DETAILS

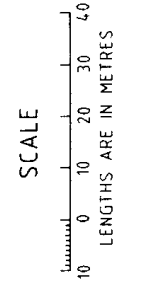
SEE SHEET 7 FOR DETAILS

Sheet 6 of 10 Sheets

LICENSED SURVEYOR (PRINT) Dominic Leo Slattery  
 SIGNATURE \_\_\_\_\_ DATE **22-4-03**  
 REF: 3135-8 VERSION 22-5-02  
3135-8b.DWG

ORIGINAL SCALE SHEET SIZE  
 1:1000 A3

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A.C.N. 005 434 855  
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 8/417 FERNTREE GULLY RD, MT WAVERLEY, 3149  
 TELEPHONE: 10319544-1922 FAX 10319582-8116

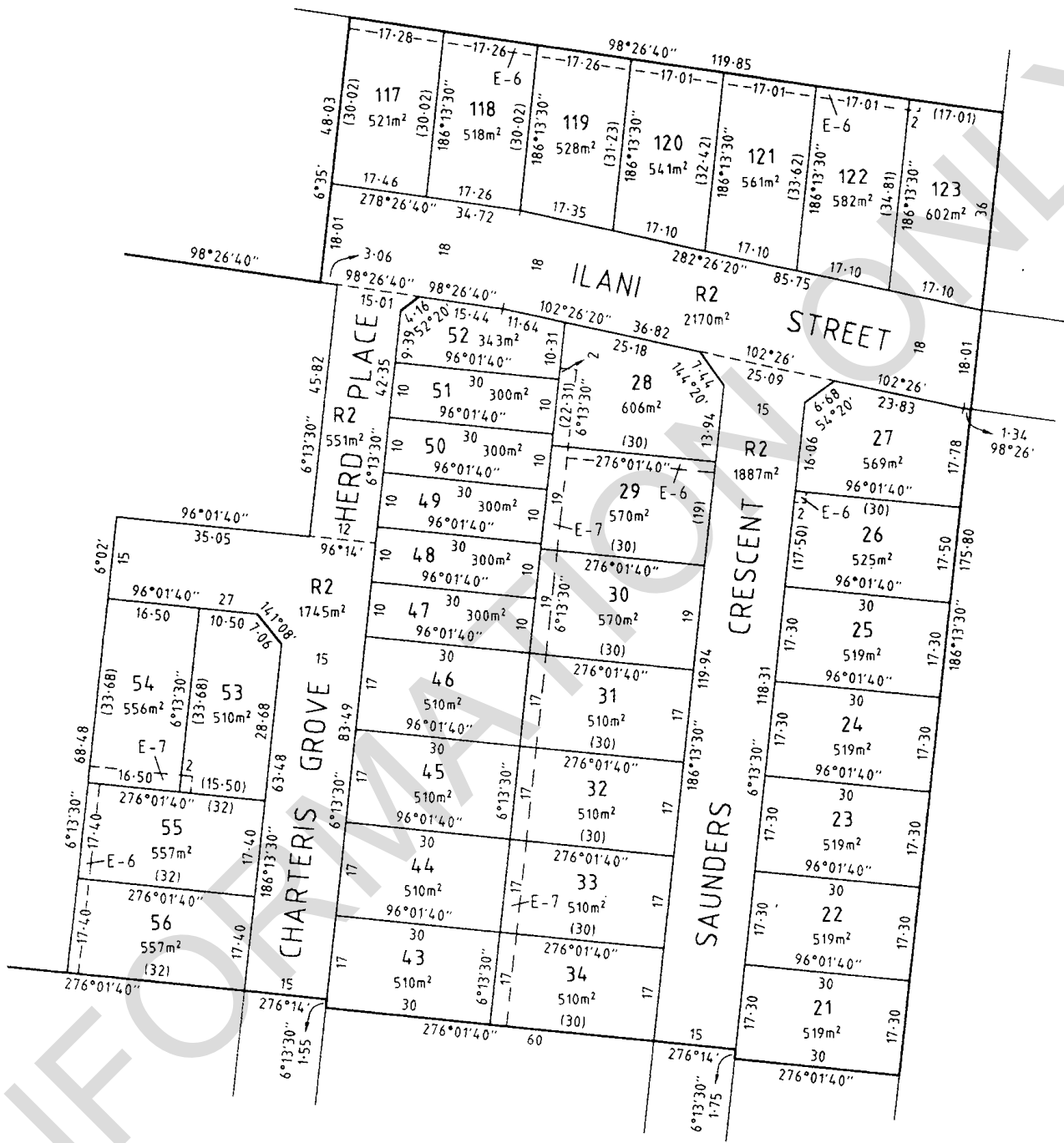


# PLAN OF SUBDIVISION

Stage No

Plan Number

PS448790S

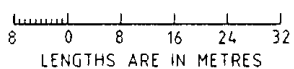


**LITTLE & BROSNAMEY**

ACN 005 434 855

LAND SURVEYORS, PLANNERS  
& DEVELOPMENT CONSULTANTS  
8/417 FERNTREE GULLY RD, MT. WAVERLEY, 3149  
TELEPHONE: 10319544-1922 FAX: 10319552-8116

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
1:800 SIZE  
A3

LICENSED SURVEYOR (PRINT) Damian Leo Slattery

SIGNATURE \_\_\_\_\_ DATE 22-4-03

REF. 3135-8

VERSION 22-5-02

3135-8c.DWG

Sheet 7 of 10 Sheets

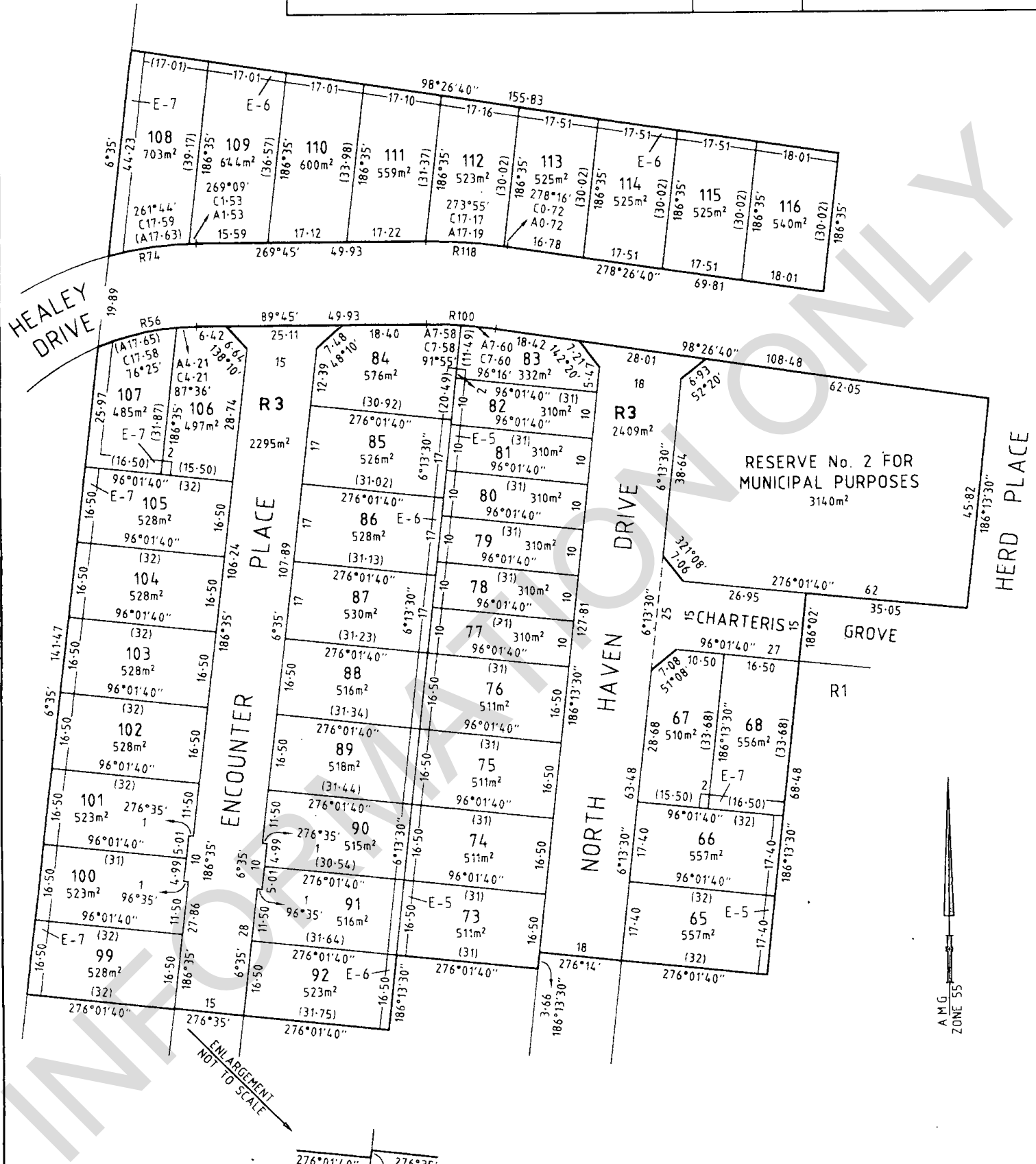
DATE 12/5/2003

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

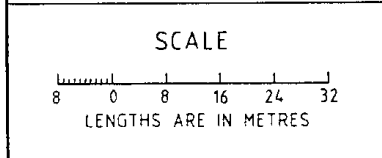
# PLAN OF SUBDIVISION

Stage No.

Plan Number  
**PS 448790S**



**LITTLE & BROSNAHAN**  
 A.C.N. 005 434 858  
 LAND SURVEYORS, PLANNERS  
 & DEVELOPMENT CONSULTANTS  
 8/417 FERNTREE GULLY RD, MT. WAVERLEY, 3149  
 TELEPHONE: (03)9544-1922 FAX: (03)9562-8116



**ORIGINAL**

SCALE SHEET  
1:800 SIZE  
A3

LICENSED SURVEYOR (PRINT) Damian Leo Slattery

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REF. 3135-9 VERSION 22-4-03

3135-9B.DWG

Sheet **8** of 10 Sheets

DATE / /

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

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 448790S</b>
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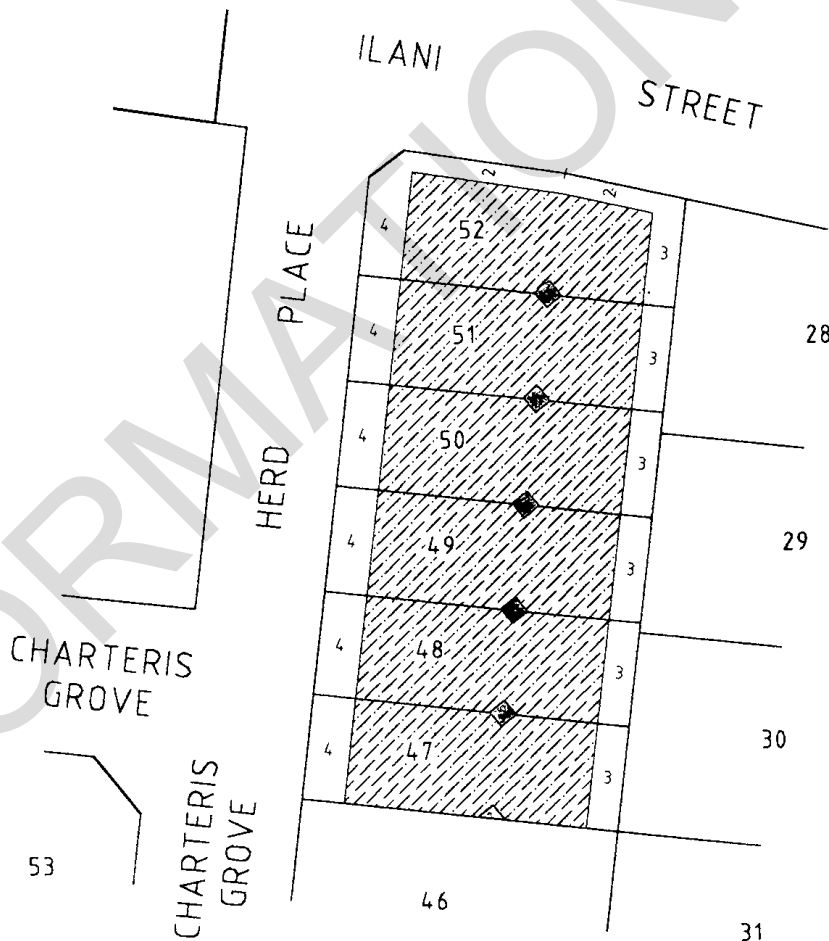
**CREATION OF RESTRICTION**

On registration of this plan the following restriction is created  
 LAND TO BENEFIT: Lots on this Plan  
 LAND TO BE BURDENED: Lots 47 to 52 (B.1) on this Plan

**DESCRIPTION OF RESTRICTION**

Without the consent of the City of Whittlesea the registered proprietor or proprietors for the time being of Lots 47 to 52 (B.1) shall not

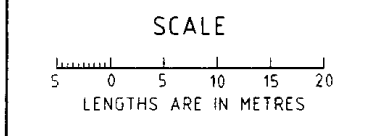
1. construct any dwelling outside the building envelopes shown hatched hereon excepting that encroachments and exceptions to setbacks other than the setback from a road are permitted in accordance with the Victorian Building Regulations; or
2. construct any garage outside the building envelopes shown hatched hereon or less than five metres from the road frontage faced by the garage excepting that a garage may be constructed on Lot 52 which faces Ilani Street and is on or one metre from the rear boundary of Lot 52 and is not less than two metres from the frontage of Ilani Street; or
3. construct any dwelling or garage less than one metre from any side boundary unless the dwelling or garage is located on the boundary; or
4. construct any dwelling with a habitable room window which does not open onto an area at least three metres long and one metre wide and which is open to the sky; or
5. construct any dwelling or garage or carport on a side boundary where the combined wall length along the boundary exceeds ten metres plus twenty-five percent of the remaining length of the boundary; or
6. construct any wall of any dwelling or garage or carport on or one metre from any boundary designated by the notation  $\triangle$  which exceeds a maximum height of 3.6 metres or an average height of three metres; or
7. construct any dwelling which does not allow for the accommodation of at least two vehicles on site including accommodation for at least one vehicle within a garage; or
8. construct any dwelling and/or garage and/or carport whose combined area exceeds fifty-five percent of the area of the lot; or construct any dwelling and/or garage and/or carport on any lot which retains an area of private open space less than eighty square metres or twenty percent of the lot area, whichever is greater; or
9. construct any dwelling which does not accord with the objectives and standards of Clause 54 of the Whittlesea Planning Scheme.



**LITTLE & BROSNAN** PTY. LTD.  
 A.C.N. 005 434 855  
 LAND SURVEYORS, PLANNERS  
 & DEVELOPMENT CONSULTANTS  
 8/417 FERNTREE GULLY RD, MT. WAVERLEY, 3149  
 TELEPHONE: (03)9544-1922 FAX (03)9562-8116

Building envelope

Sheet 9 of 10 Sheets



ORIGINAL  
 SCALE SHEET SIZE  
 1:500 A3

LICENSED SURVEYOR (PRINT) Damian Leo Slattery  
 SIGNATURE \_\_\_\_\_ DATE **22-4-03**  
 REF 3135-8 VERSION 22-4-03  
3135-8d DWG

DATE **12 / 5 / 2003**  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

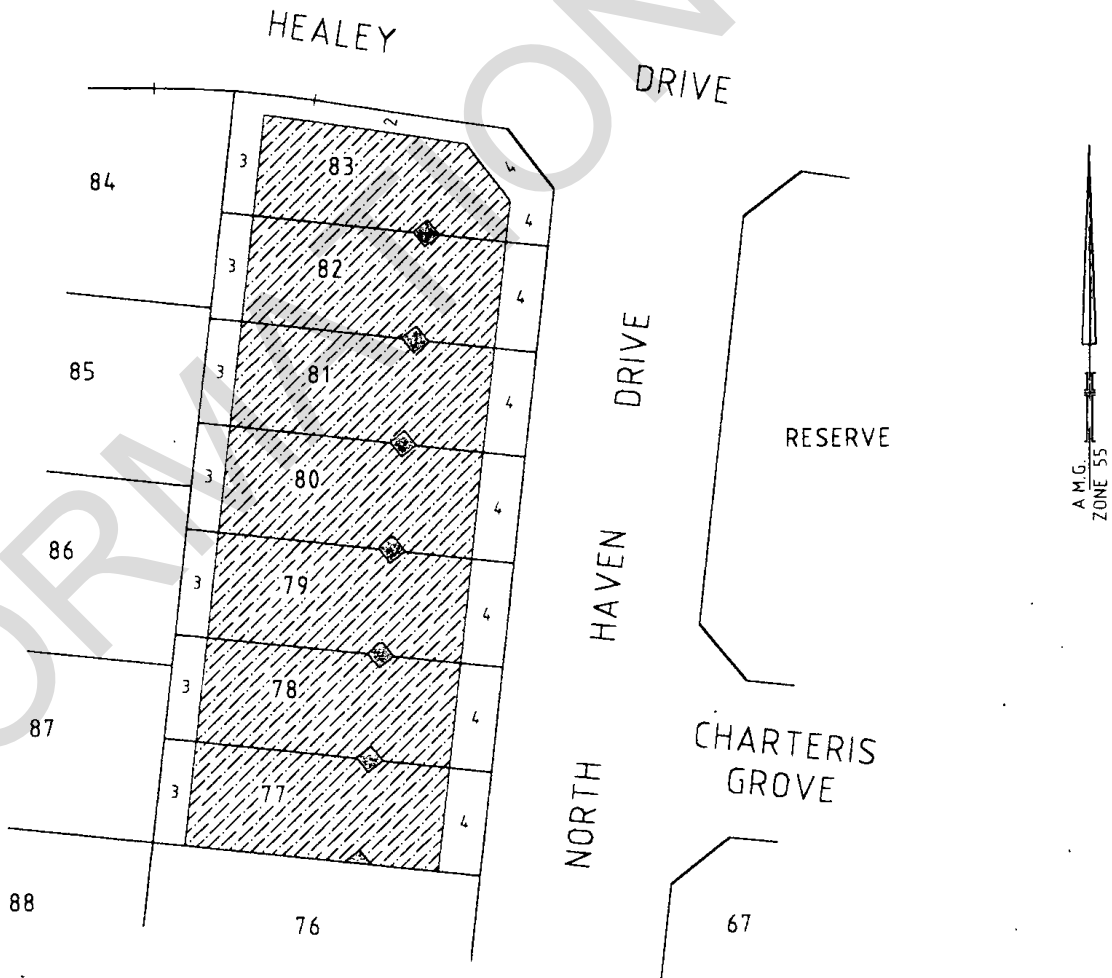
<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 448790S</b>
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**CREATION OF RESTRICTION**

On registration of this plan the following restriction is created:  
**LAND TO BENEFIT:** Lots on this Plan  
**LAND TO BE BURDENED:** Lots 77 to 83 (B1) on this Plan

**DESCRIPTION OF RESTRICTION**

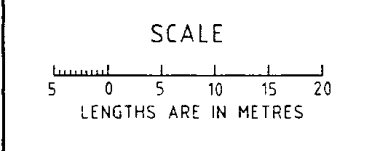
- Without the consent of the City of Whittlesea the registered proprietor or proprietors for the time being of Lots 77 to 83 (B1) shall not
1. construct any dwelling outside the building envelopes shown hatched hereon excepting that encroachments and exceptions to setbacks other than the setback from a road are permitted in accordance with the Victorian Building Regulations; or
  2. construct any garage outside the building envelopes shown hatched hereon or less than five metres from the road frontage faced by the garage excepting that a garage may be constructed on Lot 83 which faces Healey Drive and is on or one metre from the rear boundary of Lot 83 and is not less than two metres from the frontage of Healey Drive; or
  3. construct any dwelling or garage less than one metre from any side boundary unless the dwelling or garage is located on the boundary; or
  4. construct any dwelling with a habitable room window which does not open onto an area at least three metres long and one metre wide and which is open to the sky; or
  5. construct any dwelling or garage or carport on a side boundary where the combined wall length along the boundary exceeds ten metres plus twenty-five percent of the remaining length of the boundary; or
  6. construct any wall of any dwelling or garage or carport on or one metre from any boundary designated by the notation  $\triangle$  which exceeds a maximum height of 3.6 metres or an average height of three metres; or
  7. construct any dwelling which does not allow for the accommodation of at least two vehicles on site including accommodation for at least one vehicle within a garage; or
  8. construct any dwelling and/or garage and/or carport whose combined area exceeds fifty-five percent of the area of the lot; or
  - construct any dwelling and/or garage and/or carport on any lot which retains an area of private open space less than eighty square metres or twenty percent of the lot area, whichever is greater; or
  9. construct any dwelling which does not accord with the objectives and standards of Clause 54 of the Whittlesea Planning Scheme,



**LITTLE & BROSNAHAN**  
A.C.N. 008 434 855  
 LAND SURVEYORS, PLANNERS  
 & DEVELOPMENT CONSULTANTS  
 8/417 FERN TREE GULLY RD, MT. WAVERLEY, 3149  
 TELEPHONE: 10319544-1922 FAX: 10319562-8116

Building envelope

Sheet **10** of **10** Sheets



ORIGINAL  
 SCALE SHEET  
 1:500 SIZE  
 A3

LICENSED SURVEYOR (PRINT) Damian Leo Stattery  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 REF. 3135-9 VERSION 22-4-03  
3135-9c DWG

DATE / /  
 COUNCIL DELEGATE SIGNATURE



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AC183837C</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>18/03/2025 14:25</b>

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958



AC183837C



Lodged by:  
Name: At conveyancing  
Phone: .....  
Address: .....  
Ref.: .....  
Customer Code: 36314 *IX 81A*

MADE AVAILABLE / CHANGE CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—  
—together with any easements created by this transfer;  
—subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and  
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*  
CERTIFICATE OF TITLE VOLUME 10727 FOLIO 564 *DH*

Estate and Interest: *(e.g. "all my estate in fee simple")*  
All it's estate in fee simple

Consideration:  
\$100,000.00



Transferor: *(full name)*  
BRENCORP PROPERTIES PTY LTD (A.C.N. 008 663 134)

Transferee: *(full name and address including postcode)*  
ALBERTO LUCIANO BONGIORNO of 112 Barry Road, Thomastown Victoria 3074

Directing Party: *(full name)*

### Creation and/or Reservation and/or Covenant:

SIGNED on behalf of BRENCORP PROPERTIES PTY LTD (ACN 008 663 134 by its attorney dated DAVID FREDERICK HART under power of attorney Dated 22 March, 1996 in the presence of:

Witness: *Palmina Meide*

SIGNED by LUCIANO ALBERTO BONGIORNO In the presence of:

Witness: *Sutabo*

*DH*  
*Alberto Bongiorno*

Continued on T2 Page 2

Approval No. 18170111L ORDER TO REGISTER  
Please register and issue title to

# T2



Signed *T. my*  
- 8 JUL 2003

Cust. Code:

### STAMP DUTY USE ONLY

Original Transfer of Land  
Stamped with: \$2,200.00  
Trn: 1563867\_08-JUL-2003  
SRO Victoria Duty: RAA1

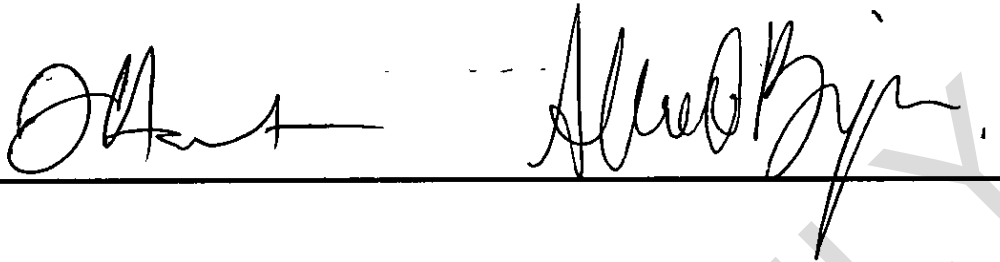
# ANNEXURE PAGE

## Transfer of Land Act 1958

Approved Form A1  
Victorian Land Titles Office

This is page **2** of *Approved Form T2* dated **8.7.03** between

Signatures of the parties



### Panel Heading

**AND** the Transferees with the intent that the benefit of this Covenant shall be attached to and run at law and in equity with every lot hereby transferred **DO HEREBY** for themselves their transferees, administrators, executors and assignees and as a separate covenant jointly and severally **COVENANT** with the Transferor and other the registered proprietors for the time being of every lot on the said Plan of Subdivision No. PS 448790S or any part or parts thereof other than the lot hereby transferred:

1. That the Transferee shall not erect or cause or permit to be erected or remain erected constructed or built on the lot or each of the lots (as the case may be) hereby transferred.
  - 1.1.1 any building other than one private dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of 160 m2 with exceptions of Lots 47-52 (both inclusive) and Lots 77-83 (both inclusive) with a minimum floor area of 112 m2.
  - 1.1.2 any dwelling house (including garage and carport) of which less than 75% of all external walls (excluding windows) is constructed of brick, brick veneer, stone masonry or masonry veneer.
  - 1.1.3 any outbuildings other than a garage to have external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal.
  - 1.1.4 any dwelling house with a roof other than masonry or terracotta ~~tiles~~ or coloured non-reflective metal roofing material.
  - 1.1.5 any dwelling house having external plumbing (stormwater drainage downpipes excepted) visible from an adjoining street.
  - 1.1.6 any dwelling house (or any part thereof) within five (5) meters of the front boundary of the lot.



Approval No. 18170111L

# A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.  
**PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Page must be attached to the original Form.
3. The Annexure Pages must be properly identified and signed by the party to which it is annexed.
4. All pages must be attached together by being stapled in the order in which they are numbered.

## AC183837C

08/07/2003 \$336 45 ch.  
ved

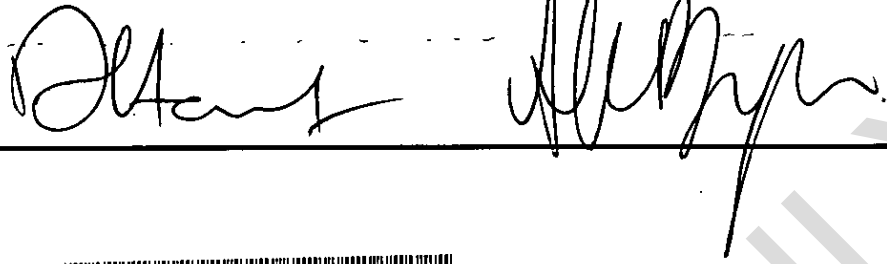
# ANNEXURE PAGE

Transfer of Land Act 1958

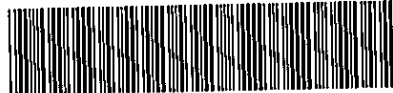
Approved Form A1  
Victorian Land Titles Office

This is page **3** of *Approved Form T2* dated **8-7-03** between

Signatures of the parties



**Panel Heading**



**DAC183837C-3-2**

- 1.1.7 any fence of a height more than 1.8 meters on either side boundary or the rear boundary of the lot.
- 1.1.8 any fence except a fence of timber paling which has, firstly, a timber cap and, secondly, timber posts exposed to both sides of the fence on either side boundary or the rear boundary of the lot.
- 1.1.9 a fence the height of which exceeds 1.2 meters on any part of the front boundary of the lot

**AND** it is intended that this Covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect to the land hereby transferred and further that this Covenant shall further run at law.

**AC183837C**

08/07/2003 \$336 45



Approval No. 18170111L

# A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1121072

## APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA

MELBOURNE

## VENDOR

ROBOTIS, EFSTATHEA

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

366904

This certificate is issued for:

LOT 120 PLAN PS448790 ALSO KNOWN AS 70 ILANI 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 GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within 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)

18 March 2025

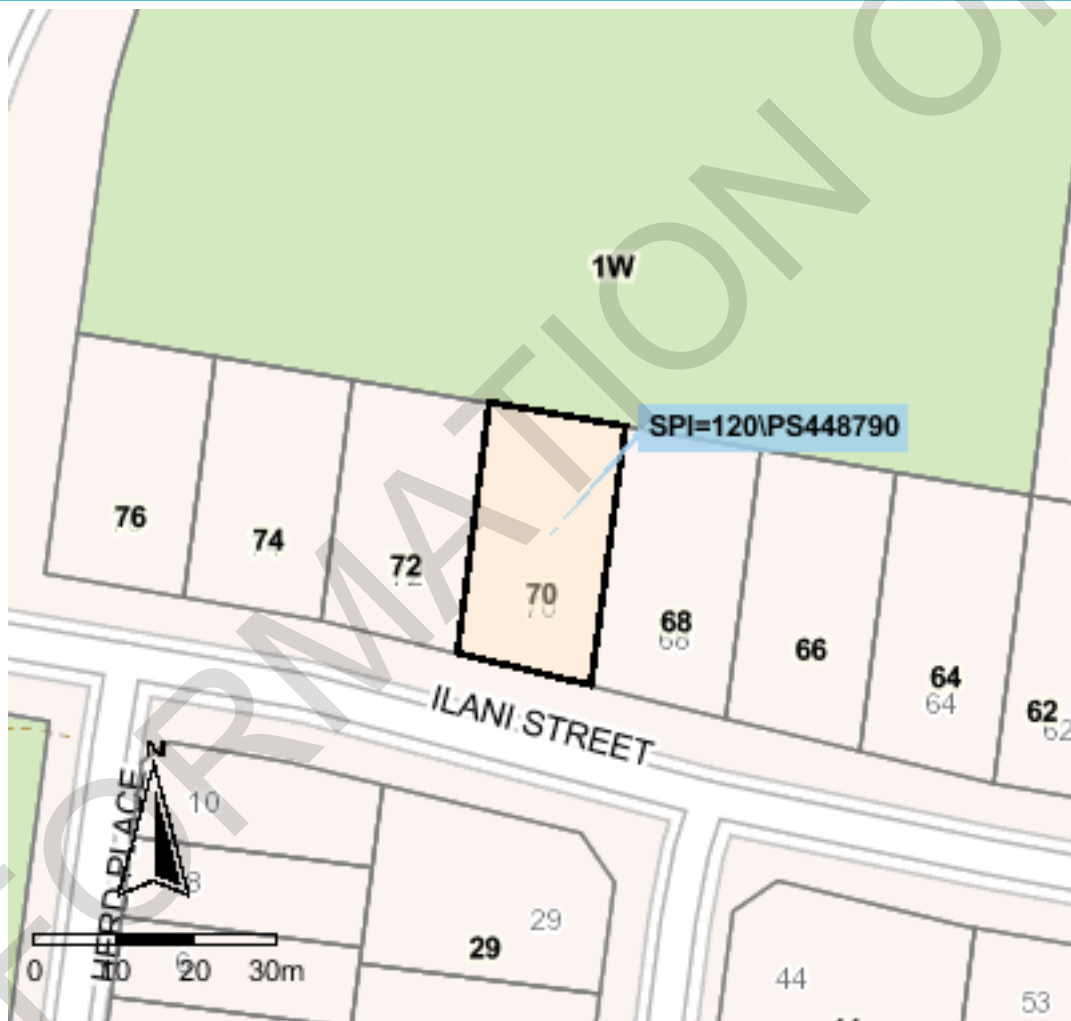
**Sonya Kilkeny**  
Minister for Planning

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.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 18th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

70 ILANI STREET, EPPING 3076  
CITY OF WHITTLESEA

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

Date of issue: 18th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 76202848-018-8

1 April 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
70 (Lot 120) Ilani Street EPPING**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**  
 Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**  
*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

<b>Date of issue</b> 19/03/2025	<b>Assessment No.</b> 527192	<b>Certificate No.</b> 170093	<b>Your reference</b> 76202848-016-4
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 70 Ilani Street EPPING 3076

**Description:** LOT: 120 PS: 448790S

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$700,000	\$390,000	\$35,000

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

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

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

#### Rates & charges

General rate levied on 01/07/2024	\$1,639.25
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$60.90
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 19/03/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,052.05

<i>Balance of rates &amp; charges due:</i>	<b>\$0.00</b>
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#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$0.00</b>
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

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

Free telephone interpreter service

   **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



Authorising Officer

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

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

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

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **527192**



Phone 1300 301 185  
Ref **527192**



Billers Code **5157**  
Ref **527192**

25th September 2025

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	70 ILANI STREET EPPING 3076
<b>Applicant</b>	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
<b>Information Statement</b>	30976213
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	366904

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	70 ILANI STREET EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	70 ILANI STREET EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

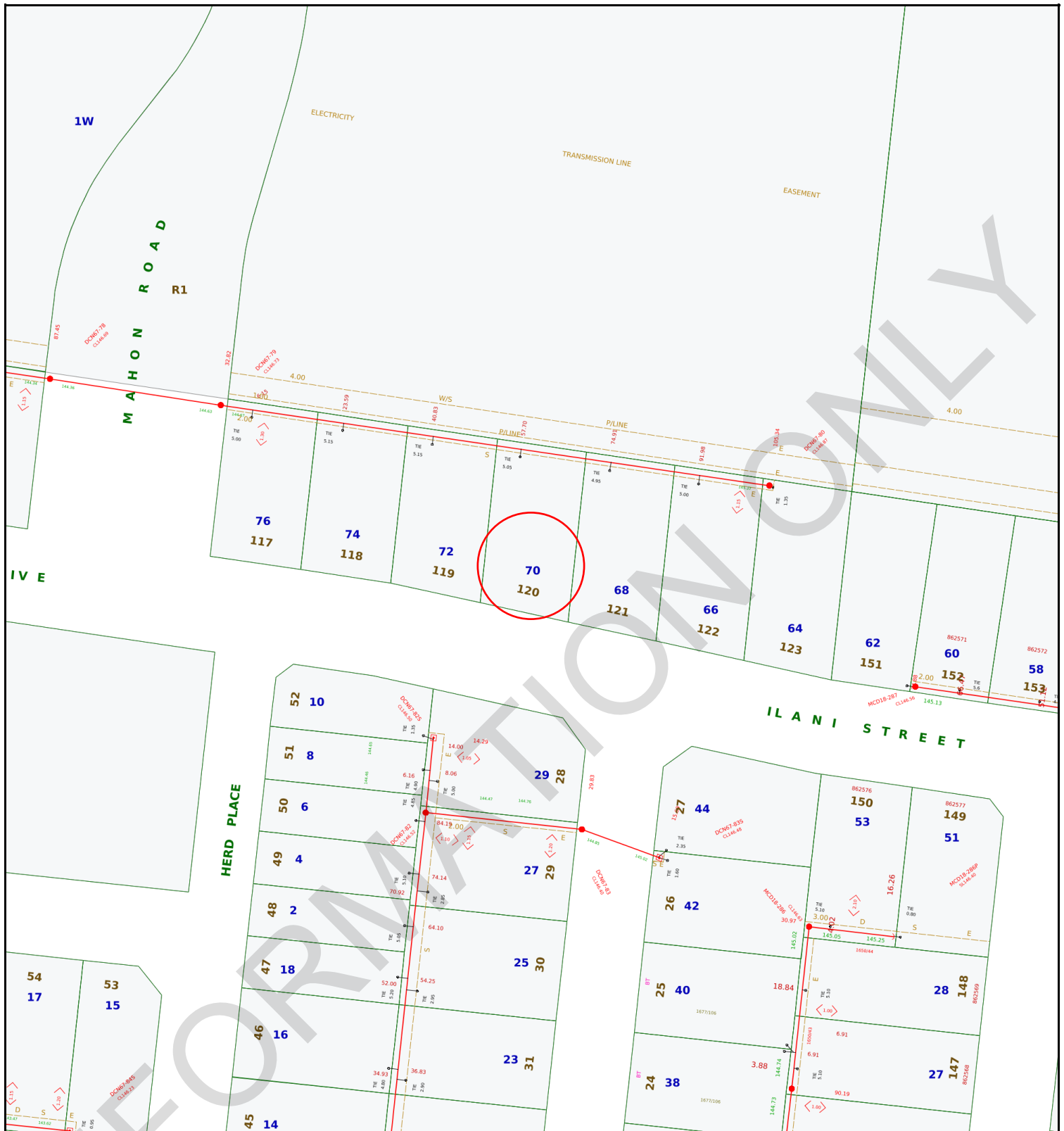
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30976213**

<b>Address</b>	70 ILANI STREET EPPING 3076
<b>Date</b>	25/09/2025
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6607730000  
**Rate Certificate No:** 30976213

**Date of Issue:** 25/09/2025  
**Your Ref:** 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
70 ILANI ST, EPPING VIC 3076	120\PS448790	1605627	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$0.00
Residential Water and Sewer Usage Charge Step 1 – 3.080000kL x \$3.57240000 = \$11.00 Step 2 – 3.080000kL x \$4.68710000 = \$14.44 Step 3 – 4.840000kL x \$5.44560000 = \$26.36 Estimated Average Daily Usage \$7.40	28-07-2025 to 04-08-2025	\$51.80	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$0.00
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

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

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

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**Property No:** 1605627

**Address:** 70 ILANI ST, EPPING VIC 3076

**Water Information Statement Number:** 30976213

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 66077300003

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ANTHONYS SOLICITORS

**Your Reference:** 25/205  
**Certificate No:** 87269792  
**Issue Date:** 18 MAR 2025  
**Enquiries:** ESYSPROD

**Land Address:** 70 ILANI STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30690324	120	448790	10727	564	\$1,802.76

**Vendor:** EFSTATHEA ROBOTIS  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MS EFSTATHEA ROBOTIS	2025	\$390,000	\$1,802.76	\$0.00	\$1,802.76

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$700,000
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SITE VALUE (SV):	\$390,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,802.76</b>
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# Notes to Certificate - Land Tax

Certificate No: 87269792

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,620.00

Taxable Value = \$390,000

Calculated as \$1,350 plus ( \$390,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 87269792

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 87269792

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/205
Certificate No:	87269792
Issue Date:	18 MAR 2025
Enquires:	ESYSPROD

**Land Address:** 70 ILANI STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30690324	120	448790	10727	564	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$390,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 87269792

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/205
Certificate No:	87269792
Issue Date:	18 MAR 2025

**Land Address:** 70 ILANI STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
120	448790	10727	564

**Vendor:** EFSTATHEA ROBOTIS

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

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

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 87269792

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Bill Code: 416073  
Ref: 87269791

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 87269791

### Visa or Mastercard

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

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

### Important payment information

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

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