

DATED

2025

**PAOLINA ZUCCALA**

to

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**CONTRACT OF SALE OF REAL ESTATE**

**AND**

**VENDORS SECTION 32 STATEMENT**

---

**Property: 19 Vautier Place, South Morang Vic 3752**

Phillips & Wilkins  
Solicitors  
823 High Street  
Thornbury Vic 3071  
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Ref PS:201210

# Contract of sale of land

Property:

**19 Vautier Place, South Morang Vic 3752**

**Phillips & Wilkins Solicitors – 823 High Street, Thornbury VIC 3071**



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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../20.....

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

.....

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

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

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

..... on ...../...../20.....

**Print name(s) of person(s) signing:** Paolina Zuccala by her Attorneys Gregorio John Zuccala and Lorraine Giuseppina Occhino pursuant to Enduring Power of Attorney dated 9 May 2019

.....

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

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

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## Particulars of sale

### Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road, THOMASTOWN

Email: sold@rataandco.com.au

Tel: +61 (3) 9465 7766 Mob:

Fax:

### Vendor

Name: Paolina Zuccala

### Vendor's legal practitioner or conveyancer

Name: Phillips & Wilkins

Address: 823 High Street, Thornbury VIC 3071

Email: pam@philwil.com.au

Tel: (03) 9480 1155 Mob:

Fax: (03) 9416 9685

Ref PS:201210

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume/ Folio 10738 /696	6	PS503020R
Volume/ Folio		

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

The land includes all improvements and fixtures.

### Property address

The address of the land is: 19 Vautier Place, South Morang Vic 3752

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

All fixed floor coverings, electric light fittings, window furnishings, dishwasher, heating system, security system, garage and television aerial

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement (general conditions 17 & 26.2)**

is due on ...../...../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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease (general condition 5.1)**

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than ..... Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

### **Special Condition 1**

General Condition 23 is amended as follows:

1.1 Clause 23.2(b) is deleted;

1.2 The following clause 23.4 is added:

"23.4 In this General Condition, 'periodic outgoings' does not include,

- (a) Land Tax for which the vendor is or may become liable under the *Land Tax Act 2005*; or
- (b) Windfall Gains Tax arising under the *Windfall Gains Tax Act 2021* for which the vendor is liable under a notice of assessment issued on or before the date of the contract,

unless the sale price is at or above the threshold amount, as defined in section 10I of the Act."

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

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

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or

- (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general

condition 31.2, but may claim compensation from the vendor after settlement.

- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting

expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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INFORMATION ONLY



# Vendor Statement

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

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

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

<b>Land</b>	19 Vautier Place, South Morang Vic 3752
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<b>Vendor's name</b>	Paolina Zuccala by her Attorneys Gregorio John Zuccala and Lorraine Giuseppina Occhino pursuant to Enduring Power of Attorney dated 9 May 2019	<b>Date</b> / /
<b>Vendor's signature</b>		

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

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

# 1. FINANCIAL MATTERS

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

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

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

\$	To	
----	----	--

Other particulars (including dates and times of payments):
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## 1.3 Terms Contract

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

None to the vendor's knowledge

## 1.4 Sale Subject to Mortgage

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

Not applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not applicable

## 2.2 Owner Builder

Not applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

\*Is in the attached copies of title document/s/

## 3.2 Road Access

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

**3.3 Designated Bushfire Prone Area**

\*The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

**3.4 Planning Scheme**

\*Attached is a certificate with the required specified planning information.

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not applicable

**4.2 Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

**4.3 Compulsory Acquisition**

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

Not applicable

**5. BUILDING PERMITS**

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

Not applicable

**6. OWNERS CORPORATION**

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

Not applicable

**6. \*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

Not applicable

**7. SERVICES**

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

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

**8. TITLE**

Attached are copies of the following documents:

**8.1 (a) \*Registered Title**

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

**9. SUBDIVISION**

Not applicable

## 10 \*DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable

## 11 DUE DILIGENCE CHECKLIST

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

See attached

## 12 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 10738 FOLIO 696

Security no : 124122709869L  
Produced 11/03/2025 01:15 PM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 503020R.  
PARENT TITLE Volume 10604 Folio 330  
Created by instrument PS503020R 17/07/2003

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
PAOLINA ZUCCALA of BUTLERS ROAD PLENTY 3090  
AD330576E 23/12/2004

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS503020R 17/07/2003

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  
AC239552M 04/08/2003

**DIAGRAM LOCATION**

SEE PS503020R 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: 19 VAUTIER PLACE SOUTH MORANG VIC 3752

DOCUMENT END



# Imaged Document Cover Sheet



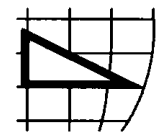
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Document Type	<b>Plan</b>
Document Identification	<b>PS503020R</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>11/03/2025 13:15</b>

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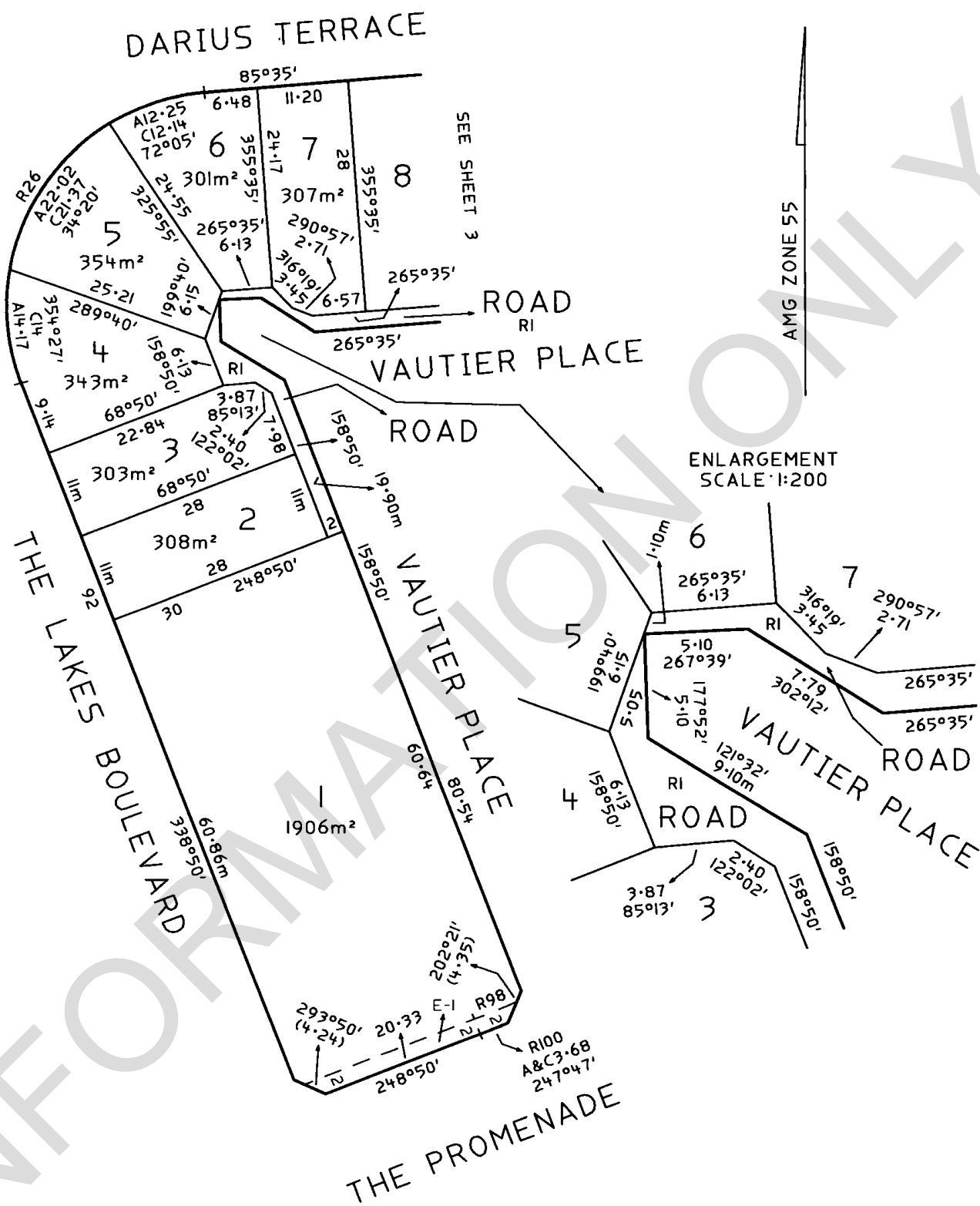
<b>PLAN OF SUBDIVISION</b>		Stage No. /	LTO use only EDITION	PLAN NUMBER <b>PS 503020R</b>
<p><b>Location of Land</b>                  Parish: Morang                  Township: _____                  Section: _____                  Crown Allotment: _____                  Crown Portion: IO (Part)</p> <p>LTO base record: D.C.M.B.                  Title References:                  Vol 10604 Fol 330</p> <p>Last Plan Reference: PS 435552H Lot B                  Postal Address: Vautier Place                  South Morang 3752</p> <p>AMG Co-ordinates: E 329,370m                  (Of approx. centre of plan) N 5,832,520m Zone 55</p>		<p style="text-align: center;"><b>Council Certification and Endorsement</b></p> <p>Council Name: Whittlesea City Council Ref: 605226</p> <p><del>1. This plan is certified under section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988.                  Date of original certification under section 6 - 21/11/2002</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / <del>has not</del> been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) <del>The requirement is to be satisfied in Stage</del></p> <p><del>Council Delegate</del>  <del>Council seal</del>                  Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988                  Council Delegate  <del>Council seal</del>                  Date 30/6/03</p>		
<b>Vesting of Roads or Reserves</b>				
Identifier	Council/Body/Person			
ROAD RI	WHITTLESEA CITY COUNCIL			
<b>Notations</b>				
Depth Limitation: Does not apply	Staging This is/is not a staged subdivision Planning Permit No.			
Other purpose of plan: Creation of Restrictions (see sheet 4)	Survey:- This plan is / <del>is not</del> based on survey. To be completed where applicable. This survey has been connected to permanent mark(s) no(s). In Proclaimed Survey Area no.			
<b>Easement Information</b>				
<p><b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement                  A - Appurtenant Easement R - Encumbering Easement (Road)</p>			LTO use only _____ Statement of Compliance / Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN PS 435552H PS 422073T PS 422072V PS 422011S PS 422011S PS 422037X PS 422107D	LAND IN THIS PLAN LAND IN PS 435552H LAND IN PS 422073T LAND IN PS 422072V YARRA VALLEY WATER LIMITED LAND IN PS 422011S LAND IN PS 422037X LAND IN PS 422107D
LICENSED SURVEYOR GARY HUGH WAITE REF 7237/ID/02 VERSION 5 DATE 19/5/2003 SIGNATURE _____			Received <input checked="" type="checkbox"/> Date 9/5/03 LTO use only _____ PLAN REGISTERED TIME 8:32AM DATE 17 / 7 / 03  Assistant Registrar of Titles Sheet 1 of 4 Sheets	
 <p><b>PEYTON WAITE</b>                  CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS                  353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884                  CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No.842</p>			 7237ID02.LCD DATE 30/6/03 COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 503020R

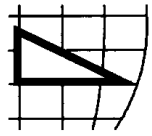


ORIGINAL SHEET SIZE	SCALE
A3	1:500
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR GARY HUGH WAITE  
 SIGNATURE \_\_\_\_\_ DATE 19/5/2003  
 REF 7237/1D/02 VERSION 5 72371D02.LCD





**PEYTON WAITE**  
 CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
 CERTIFIED QUALITY SYSTEM - ISO 9001 1994 Cert No.842



SHEET 2 OF 4 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE



<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 503020R</b>			
<b>CREATION OF RESTRICTIONS</b>					
The following restrictions are to be created upon registration of this plan.					
<p>1. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: Not more than one dwelling or part of a dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>2. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: No dwelling other than a single storey dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>3. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: Vehicular parking can only be in the area designated on the Building Envelope plan endorsed in T.P.No.707028 in the Whittlesea Planning Scheme on a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>4. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: No clothes line or similar apparatus which is visible from Vautier Place may be located on a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>5. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: No outbuildings (a) may be constructed of a zinculum finished material on a lot or part of a lot on this plan that is burdened by this restriction and (b) that are visible from Vautier Place may be located within a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>6. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: No external telecommunications antennae other than a satellite disk required for residential communication purposes may be erected on a lot or part of a lot on this plan that is burdened by this restriction.</p>					
<p>7. Land to benefit: All lots on this plan.                  Land to be burdened: Lots 2 to 14 (both inclusive).                  Description of restriction: No fences are to be constructed on a lot or part of a lot on this plan that is burdened by this restriction other than fences (a) between adjoining allotments that are 1.90 metres high and of timber palings except in the first 2.7 metres towards Vautier Place from The Lakes Boulevard or Darius Terrace which shall be 0.9 metres high and then in the next 2.7 metres towards Vautier Place shall be a raked section of fence from 0.9 metres to 1.90 metres, (b) adjoining Vautier Place that are 1.90 metres 'Brush' type fence and (c) abutting Darius Terrace and The Lakes Boulevard that are of black metal construction with brick rendered cream pillars.</p>					
ORIGINAL SHEET SCALE SIZE A3	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR GARY HUGH WAITE SIGNATURE _____ DATE 19/5/2003 REF 7237/ID/02      VERSION 5      7237ID02.LCD			
 <b>benchmark</b> <small>IN QUALITY AS/NZS 15090:01</small>	<b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No.842			SHEET 4 OF 4 SHEETS _____ DATE / / COUNCIL DELEGATE SIGNATURE	
1	2	3	4	5	6

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1 x Agreement

AC239552M

04/08/2003 \$59 173



FORM 13

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

Section 181

Planning and Environment Act 1987 ("Act")

Lodged at the Land Titles Office by:

Name: MALCOLMSON STEPHEN JACQUES

Phone:

Address:

Ref: SILVERSTON Customer Code: 117491

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: Lots 2 to 14 (both inclusive) on plan of subdivision no PS503020R being the land contained in certificates of title volume 10738 folios 692 + 0704(81)

Authority: Whittlesea City Council of Ferres Boulevard South Morang 3752.

Section and Act under which agreement made:

Section 173 of the Act

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: 17 JUNE 2003



DAC239552M-1-0

9-6-03

## Agreement

**SILVERTON LIMITED**  
("Owner")

**WHITTLESEA CITY COUNCIL**  
("Responsible Authority")



**DAC239552M-2-8**

### Mallesons Stephen Jaques

Rialto  
525 Collins Street  
Melbourne Vic 3000  
T +61 3 9643 4000  
F +61 3 9643 5999  
DX 101 Melbourne  
Ref: DAJ:WGW  
MEL\_LIT\_PROP/0410961.01

**AC239552M**





DAC239552M-3-6

# Agreement

Date: 17 June 2003

Parties: SILVERTON LIMITED (ACN 004 366 607) of Level 18, 570 Bourke Street, Melbourne 3000 ("Owner")  
WHITTLESEA CITY COUNCIL of Ferres Boulevard, South Morang 3752 ("Responsible Authority")

## Recitals:

- A. The Owner is registered as proprietor of the Land.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for the development of the Development Land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 2 of the Permit requires the Owner to prepare and submit to the Responsible Authority the Plan of Building Envelopes.
- E. Condition 5 of the Permit requires the Owner to enter into this Agreement.
- F. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act. ✓

## Operative provisions:

### 1 Definitions

#### Dictionary

- 1.1 The following words have these meanings in this Agreement unless the contrary intention appears:

**Act** means the **Planning and Environment Act 1987** and includes any relevant regulations.

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

**Development Land** means the land contained in the Plan of Subdivision being the land described in certificate of title volume 10604 folio 330. ✓

**Land** means lots 2 to 14 on the Plan of Subdivision being parts of the land described in certificate of title volume 10604 folio 330. ✓

**AC239552M**



**Permit** means planning permit no.707028 issued under the Scheme and included in appendix 1.

**Plan of Building Envelopes** means the plan and notations included in appendix 2.

**Plan of Subdivision** means unregistered plan of subdivision No PS503020R included in appendix 3.

**Scheme** means the Whittlesea Planning Scheme.

**Building Envelopes** means the envelopes shown on the Plan of Building Envelopes.

## **2 Construction, Building Envelopes and the removal of Graffiti**

- 2.1 All dwellings and garages to be constructed on the Land must be constructed within the Building Envelopes on the Plan of Building Envelopes except with the prior written consent of the Responsible Authority.
- 2.2 All dwellings and garages to be constructed on the Land and vehicle crossings to those dwellings and garages must be in accordance with the notations on the Plan of Building Envelopes except with the prior written consent of the Responsible Authority.
- 2.3 All graffiti from fencing and other structures located along front, side and rear boundaries of the Land must be removed within 24 hours of it appearing.
- 2.4 Vehicle access from The Lakes Boulevard and Darius Terrace to the Land is prohibited.
- 2.5 The Responsible Authority may at its discretion vary the requirements under this clause 2 and in particular the requirements for the Plan of Building Envelopes.

## **3 Planning and Environment Act 1987**

### **Section 173**

- 3.1 This Agreement is made under section 173 of the Act. The parties acknowledge and agree that with respect to the tree exclusion zone located on the Land,;
  - (a) the obligations imposed on the Owner under this Agreement are to take effect as covenants which are annexed to and run at law and in equity with the Land; and
  - (b) this Agreement binds the Owner's successors in title, assigns, legal personal representatives and transferees, the registered proprietors for the time being of the Land and each and every part or parts of the Land.

**AC239552M**

04/08/2003 \$59

173



**DRC239552M-4-4**

---

**Section 181**

- 3.2 The Owner acknowledges that the Responsible Authority may apply to the Registrar of Titles to register a memorandum of this Agreement under section 181 of the Act on the folio of the register to the Land.

---

**4 Notices**

---

- 4.1 A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
- (a) left at the address of the addressee; or
  - (b) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (c) by facsimile to the facsimile number nominated for that purpose by the party.
- 4.2 Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- 4.3 A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

---

**5 Costs**

---

The Owner must bear the costs of preparation and execution of this Agreement.

---

**6 Dispute resolution**

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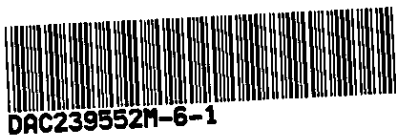
- 6.1 If any dispute arises between the parties in respect of the obligations under this Agreement, either party may refer the dispute for determination by the Victorian Civil and Administrative Tribunal ("Tribunal") under the Victorian Civil and Administrative Tribunal Act 1998 or, if the matter is of a kind for which the Tribunal does not have jurisdiction, by the manner set out in this clause 6.
- 6.2 If the matter is of a kind for which the Tribunal does not have jurisdiction, the dispute must be referred to a person agreed on by the parties but if the parties do not agree on a person within 7 days after the dispute arising then to a person appropriately qualified to deal with the dispute appointed at the request of either party by the President of the Institute of Arbitrators Australia.
- 6.3 The parties must instruct the person to whom the dispute is referred, that the person:
- (a) acts as an expert and not as an arbitrator;

**AC239552M**

04/08/2003 \$59 173



DAC239552M-3-2



(b) may decide on rules of conduct and inquire as to the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons.

6.4 The parties may make submissions and must give every assistance that person requires, including providing copies of relevant documents.

6.5 Unless there is obvious error, that person's decision is final and binding on the parties.

6.6 Unless that person decides otherwise:

(a) each party must pay its own costs in connection with the dispute; and

(b) the costs of referring the dispute to that person and that person's costs and the costs of the inquiries must be shared equally.

## 7 General

### Further Assurance

7.1 Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

### Severability

7.2 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 remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

### Governing Law

7.3 This Agreement is governed by the law of Victoria.

7.4 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**EXECUTED** as a deed

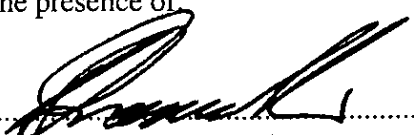
**AC239552M**

04/08/2003 \$59 173



**Execution page**

THE COMMON SEAL of )  
SILVERTON LIMITED is duly )  
affixed by authority of its directors in )  
the presence of: )

  
.....  
Signature of authorised person


**Director**

.....  
Office held

**David Forbes Bromell**

.....  
Name of authorised person (block  
letters)



  
.....

Signature of authorised person


**Company Secretary**

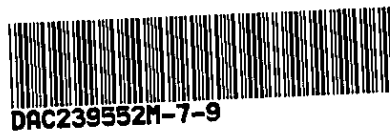
.....  
Office held

**Simone Raquel Lander**

.....  
Name of authorised person (block  
letters)

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

  
.....  
Chief Executive Officer



**AC239552M**

04/08/2003 \$59 173



INFORMATION ONLY

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## Appendix 1

---

Permit no 707028



DAC239552M-8-7

**AC239552M**

04/08/2003 \$59 173



PERMIT NUMBER:707028  
AMENDED



City of Whittlesea

**AC239552M**



**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

1B VAUTIER PLACE SOUTH MORANG  
LOT: B PS: 435552H



**THE PERMIT ALLOWS:**

A FOURTEEN (14) LOT SUBDIVISION 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:
  - i) all bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
  - ii) documentation outlining a detailed concept design for a dwelling on Lot 12 in accordance with Standard C21 of Clause 56.06-4 of the Whittlesea Planning Scheme demonstrating that a dwelling can be accommodated on this lot. The concept design must satisfy all of the standards outlined under Clause 54 of the Whittlesea Planning Scheme.

Date issued: 5 JULY 2002  
Amendment: 18 NOVEMBER 2002

Signature for the  
Responsible Authority:



DAC239552M-10-2

- iii) the exact alignment of the Mixed Use and Residential 1 Zone boundary affecting the subject land. The boundary between Lots 1 and 2 must be aligned along the zoning boundary to prevent the creation of lots within two zones.
- iv) the provision of 1.5 metre splays in the road reservation adjacent to the north-east corner of Lot 3, the south-west corner of Lot 7 and the south-east corner of Lot 14.

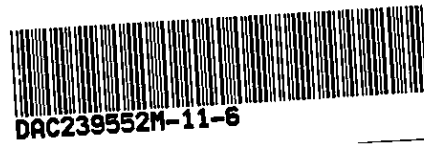
2. Before the plans of subdivision can be certified, three copies of an amended Plan of Building Envelopes (Reference No. 7237 / ID / 03 (Version 2) 15 February 2002) must be submitted to and approved by the Responsible Authority. When approved, the Plan of Building Envelopes will be endorsed and will then form part of the permit. The Plan of Building Envelopes must be drawn to scale with dimensions and be generally in accordance with the Plan of Building Envelopes submitted (with the application or some other specified plans) but modified to show:

- i) a variation to the front setback for all building envelopes to comply with the relevant provisions of ResCode. The front setbacks of the building envelopes shall be no less than 4 metres and the side setback for the building envelope for Lot 14 shall be no less than 2 metres.
- ii) details of the car parking area on Lot 1 including landscape buffers along the front and side boundaries of this lot.
- iii) list of allowable encroachments into the building setbacks as specified in the Victorian Building Regulations.
- iv) a variation to the private open space requirements to include a statement that the prescribed areas of private open space must be provided in one continuous portion.
- v) a variation to the garage setbacks requirements to delete reference to a five metre setback for garages and the possibility of building the garages on either side boundary and to extend the restriction of vehicle entry only to Vautier Place to Lot 1.
- vi) the incorporation of a statement in the building envelope requirements that requires all dwellings on Lots 1 to 5 to front The Lakes Boulevard and all dwellings on Lots 6 to 14 to front Darius Terrace.
- vii) details of fencing and garage designs for the streetscape along the Vautier Place frontage of the site. These details will be prepared by a qualified landscape designer and will provide a consistent design theme ensuring an attractive presentation to the Vautier Place streetscape.
- viii) design details of all paving within the designated vehicle crossings along the Vautier Place frontage of the site. These details will provide a consistent design theme and will ensure an attractive presentation to the Vautier Place streetscape.
- ix) details of the southern boundary fencing for Lot 2. These details will be consistent with the fencing styles along the Vautier Place frontage for Lots 2 to 14 and will provide an attractive presentation to the car park on Lot 1.



Date issued: 5 JULY 2002  
Amendment: 18 NOVEMBER 2002

Signature for the  
Responsible Authority:



3. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
4. 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.
5. Prior to the issue of a Statement of Compliance, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide the following requirements for all lots forming part of this subdivision:
  - a) The construction of all dwellings and garages within the nominated envelope for each of the lots hereby approved except with the prior written consent of the Responsible Authority.
  - b) The construction of all dwellings, garages and vehicle crossings in accordance with the design details accompanying the building and garage envelopes except with the prior written consent of the Responsible Authority.
  - c) The removal of all graffiti from fencing and other structures located along front, side and rear boundaries of the lots, within 24 hours of it appearing on site.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

6. Detailed landscape plans for individual streets and reserves must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The plan must also include landscape details for the buffer between the northern edge of the car park for Lot 1 and the southern Prior to the issue of a Statement of Compliance, roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and boundary of Lot 2 to provide visual screening to any fencing along this boundary. 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.
7. specifications to be approved by the Responsible Authority. The plans will not be approved until a functional layout plan and landscape plans have been prepared and approved and the location of services have been determined, together with all necessary computations including a Form 13 for any structure, all to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the approved Functional Layout Plan and individual Landscape Plans and shall include:

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Responsible Authority:

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- (a) the provision of all services and conduits (underground) including alignments and offsets on a separate plan;
  - (b) traffic control measures as approved by the Responsible Authority;
  - (c) the construction of underground 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;
  - (d) appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with Council requirements;
  - (e) a complete set of "as constructed plans" following the completion of site works in a hard copy transparency and digital file format in Autocad (2000) or format to the satisfaction of the Responsible Authority;
  - (f) asset information to be submitted in digital format to the satisfaction of the Responsible Authority;
8. Prior to the certification of the Plan of Subdivision, a stormwater plan for the subdivision shall be submitted and approved to the satisfaction of the Responsible Authority.
9. A detailed functional layout plan(s) for all streets abutting the subdivision must be prepared and approved by the Responsible Authority prior to the commencement of buildings and works associated with the subdivision. The functional layout plan(s) must show:
- (a) the pavement width together with proposed alterations;
  - (b) location and material type of vehicle entrances and traffic control devices;
  - (c) location of proposed trees (based on planting of advanced trees) and other landscaping elements;
  - (d) location of existing features to be retained;
  - (e) location of street furniture – lighting, seats, planter boxes, mail boxes etc;
  - (f) table of space allocation (offsets) for utility services.
  - (g) 'No Standing' signs for all continuous sections of the north-eastern and south-eastern boundaries of the land facing Vautier Place spaced at a distance of 40 metres.
  - (h) the provision of 20 kilometres an hour speed signage at both entrances into Vautier Place from The Promenade.

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Responsible Authority:



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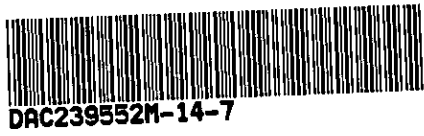
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10. If the permit holder is proposing to bond the streetscape/landscaping works, he/she must, at the time of lodging the plans, provide the Responsible Authority with a Works Program for the works, so that the Responsible Authority can calculate an appropriate bond amount for the provision and maintenance of the works. Any reserves shown on the approved plans must be maintained by the permit holder to the satisfaction of the Responsible Authority, until the Responsible Authority takes over maintenance responsibility for those reserves.
11. The developer must notify the Responsible Authority a minimum of seven days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
12. Street tree planting, landscaping and other works shown on the endorsed plans must be completed to the satisfaction of the Responsible Authority 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 the Responsible Authority.
13.
  - (i) Prior to commencement of works hereby permitted, there shall be lodged with the Responsible Authority an amount equivalent to 150 per cent of the streetscape /landscape works 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 the Responsible Authority to undertake an inspection. If the works have been completed satisfactorily, the Responsible Authority will refund up to 80% 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 the Responsible Authority to undertake an inspection. If the works have been maintained to the satisfaction of the Responsible Authority, the Responsible Authority 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 the Responsible Authority then Responsible Authority may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.
14. Any stormwater drain and ancillary works, required as a condition of a Melbourne Water Drainage Scheme, that is designated to become the responsibility of the City of Whittlesea for ongoing maintenance shall be designed and constructed to the satisfaction of the Responsible Authority.

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Signature for the Responsible Authority:



- 15. No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- 16. All filling on the site shall be compacted to specifications approved by the Responsible Authority.

**Melbourne Water (Conditions 17 to 20)**

- 17. Prior to the issue of a Statement of Compliance the owner 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 and indirectly into Melbourne Water's drainage system.
- 18. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 19. Prior to Certification, the Plan of Subdivision, must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 20. Prior to issuing a Statement of Compliance for the subdivision, a site management plan must be submitted to Melbourne Water and Council, demonstrating that adequate measures will be employed during construction to minimise the impact of pollutants and / or sediment laden runoff upon the downstream drainage system.

**TXU (Condition 21)**

- 21. Before the issue of a Statement of Compliance, the applicant must:
  - Enter in an agreement with TXU for the supply of electricity to each lot on the endorsed plan.
  - Enter into an agreement with TXU for the rearrangement of the existing electricity supply system if required.
  - Obtain for the use of TXU any other easement required to service the lots.
  - Set aside on the Plan of Subdivision Reserves for the use of TXU for electricity substations if required.

**Yarra Valley Water (Conditions 22 to 23)**

- 22. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- 23. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

**Telstra (Conditions 24 to 26)**

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Responsible Authority:

- 24. Prior to the 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.
- 25. 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.
- 26. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

Notes:

Time Limit:

In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or
- (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within three months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

Road Opening Permit:

Any physical works external to the development site on a roadway or reservation vested in Council will require a Road Opening Permit to be obtained from Council's Technical Services Department.



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Advanced Tree Specifications

Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm

Deciduous – minimum calliper at ground level 65 mm, minimum height 2 metres.

Melbourne Water

If further information is required in relation to Melbourne Water’s permit conditions shown above, please contact Liam Mills on telephone 9235 2227, quoting Melbourne Water’s reference 77591.

The property is located within proximity of a Melbourne Water retarding basin. Such areas can be associated with noise arising from their operation, surveillance and maintenance. Retarding basins also provide for the temporary storage or turbid flood water that commonly contains floating debris. For operational reasons Melbourne Water can not relocate this asset.

It is the developer’s responsibility to assess the impact of the retarding basins and consider whether development modifications are necessary. The size and location of the retarding basin may be obtained by using the ‘Melbourne One Call’ service, telephone 1100.

The purpose of a site management plan is to ensure that the generation and exploration of sediment and other pollutants resulting from construction activities are minimised.

During construction site clearing leaves soil exposed which can easily be eroded. If erosion does occur, sediment export is an inevitable result. It is envisaged that the required site management plan will incorporate appropriate measures to minimise impacts of sediment being transported during construction through the downstream drainage system.

The Best Practice Environmental Management Guidelines for Urban Stormwater (The Stormwater Committee, 1999) may be used as a guide when developing site controls to minimise sediment laden runoff and stormwater pollution during construction. Section 6.3, titled Construction Activity of these guidelines provides a used checklist to develop a site management plan.

Telstra

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.

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Amendments

Planning Permit No. 707028 was amended on 18 November 2002 with the deletion of Condition 14 and the renumbering of the successive conditions.



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Amendment: 18 NOVEMBER 2002

Signature for the  
Responsible Authority:

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

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## Appendix 2

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Plan of Building Envelopes

AC 239552<sup>M</sup>

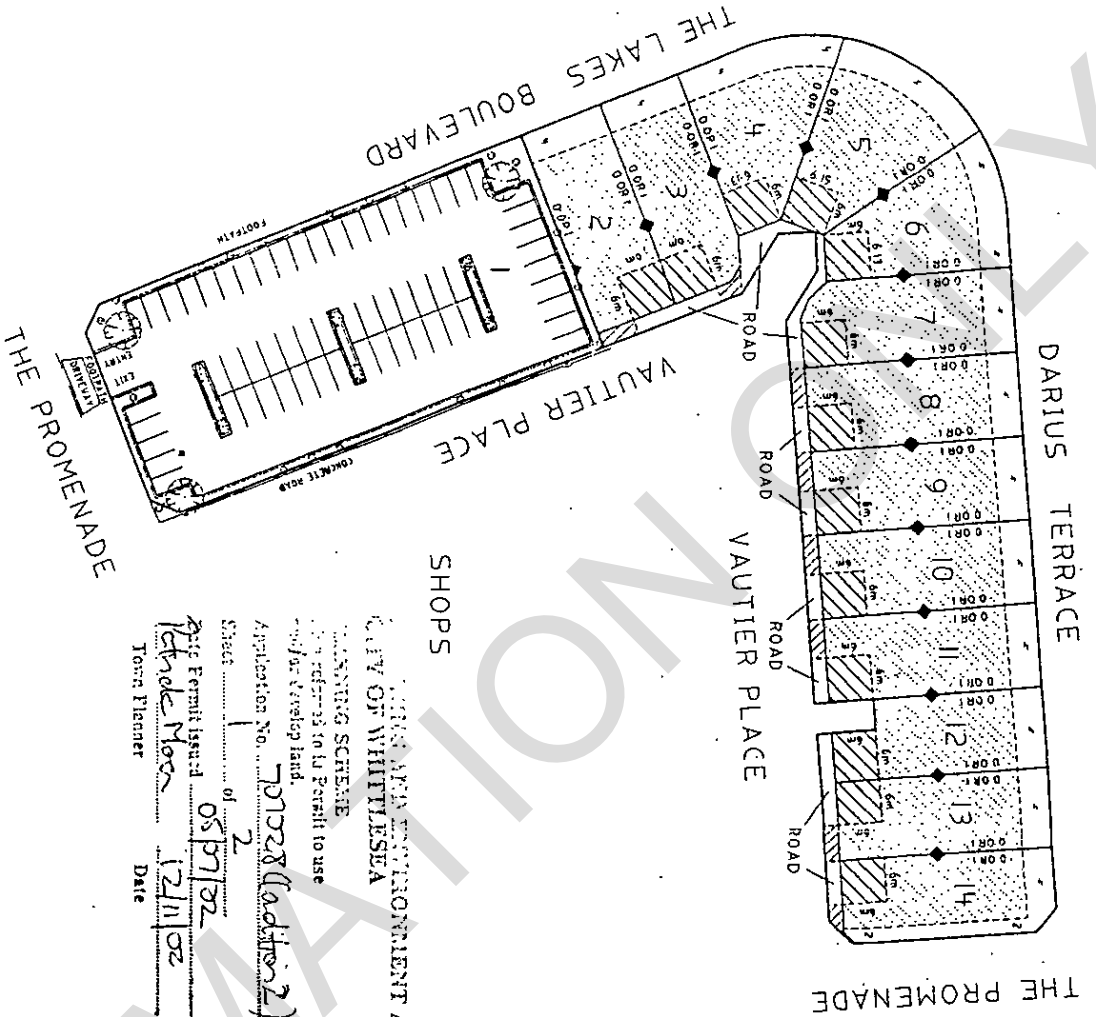


DAC239552M-18-1



DAC239552M-19-5

AMG NORTH ZONE 55



SHOPS

CITY OF WHITFLESA  
ENVIRONMENT ACT

Application No. 707228 (Addition 2)  
 Date of issue 05/07/02  
 Date 12/11/02  
 Town Planner Pete McNaughton

**IMPORTANT NOTE**  
 This plan was prepared for the exclusive use of Silverton Ltd. and its authorised agents and is not to be used by any other person or corporation whatsoever.  
 This plan was prepared for endorsement by Whittlesea City Council and may be subject to amendment of some future date.  
 The user of this plan accepts full responsibility for any loss or damage to the user or any person or corporation who may use or rely on this plan in contravention of this note.

SEE P5503020R FOR DETAILS OF LOTS

**PLAN OF BUILDING ENVELOPES  
 AND CARPARK DETAIL  
 STAGE ID MILL PARK LAKES  
 FOR SILVERTON LIMITED**

**DEFINITIONS**  
 'Building' - any structure except a fence  
 'Dwelling' - house

Extent of permissible building area.  
 Permissible area for location of garages for lots 2 to 14 (both inclusive).  
 Areas within road reserve to be landscaped.

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to other boundaries than the distance shown in metres (eg. 4), where the option is utilized of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres (eg. 0 or 1), the dwelling must be located either on the boundary or set back at least the prescribed minimum alternative distance.  
**GARAGES** - all garages shall be located as shown on this plan. Vehicular access to lots 1 to 14 (both inclusive) is prohibited from The Lakes Boulevard and Darius Terrace.

**BUILDING ORIENTATION** - all dwellings on lots 2 to 5 (both inclusive) shall face The Lakes Boulevard and all dwellings on lots 6 to 14 (both inclusive) shall face Darius Terrace.  
**SETBACKS FROM WINDOWS** - every habitable room window shall face a minimum 2m wide x 1m deep area open to the sky. Eave overhang must be taken into account when building next to a wall on the boundary of an adjacent lot.  
**ALLOWABLE ENCRoACHMENT INTO SETBACKS** - Setbacks are permitted in accordance with the Victorian Building Regulations.

**WALLS ON BOUNDARIES** - the length of walls built to the boundary shall be in accordance with Rascoder requirements.  
**HEIGHT LIMITS** - (1) Single storey dwellings only shall be erected on lots 2 to 14 (both inclusive). Walls on boundaries designated by the notation '▲' and 1 metre from the boundary shall be erected with an average wall height of 3.0 metres and a maximum wall height of 3.6 metres.

**CAR PARKING** - the siting of any dwelling shall allow for the accommodation of at least 2 vehicles on site with at least 1 capable of being accommodated within a garage. Vehicles may be parked in tandem.  
**BUILDING SITE COVERAGE** - 60% maximum.  
**PRIVATE OPEN SPACE** - 80 square metres or 20% of site area, whichever is lesser but not less than 40 square metres. All private open space shall be provided in one continuous portion.

AMENDMENTS OR VARIATIONS TO THESE BUILDING ENVELOPES ARE SUBJECT TO THE APPROVAL OF THE RESPONSIBLE AUTHORITY.

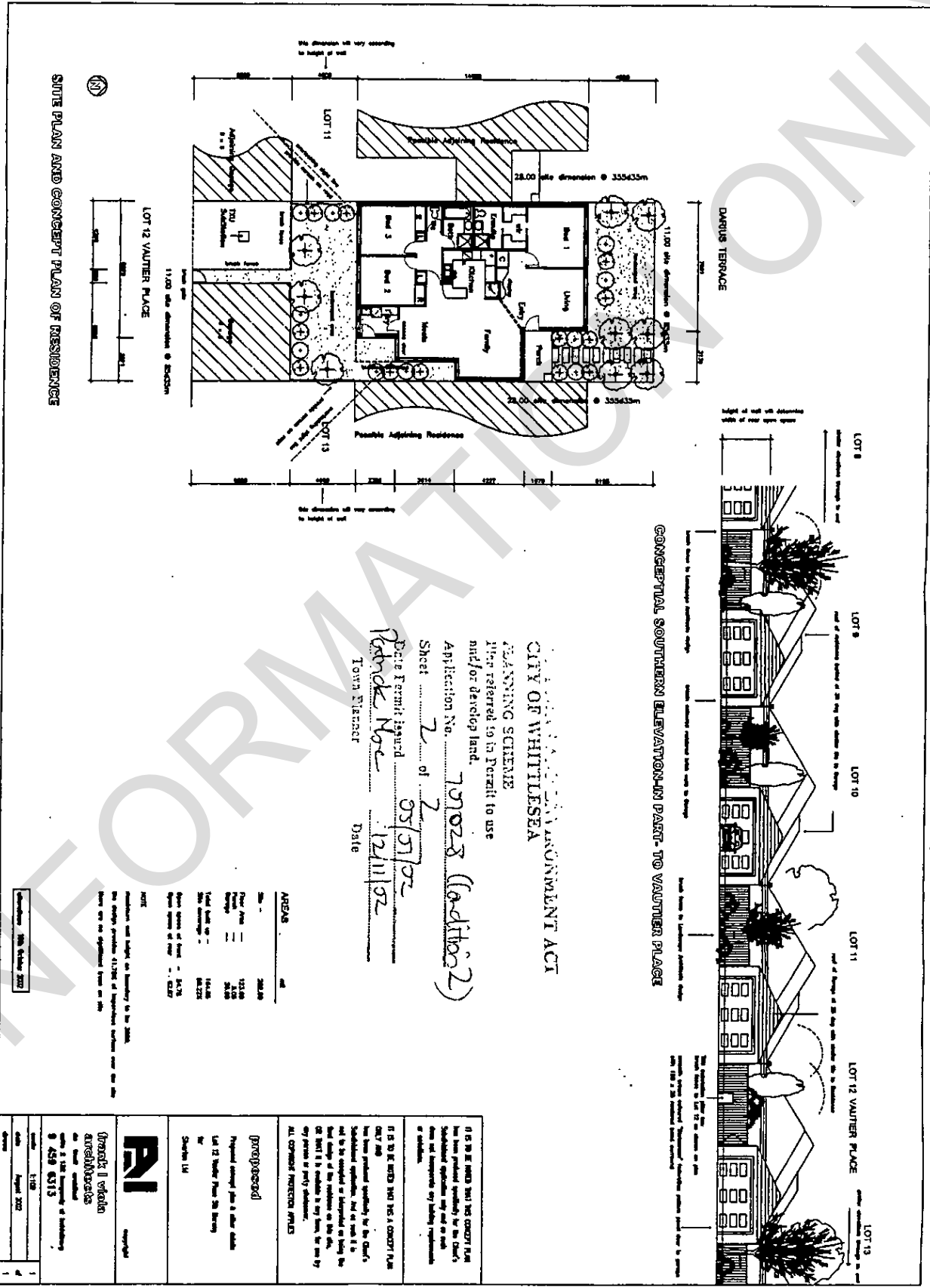
SCALE	ORIGINAL	SURVEYOR'S REFERENCE
1:500	A2	7237/1D/05
LENGTHS ARE IN METRES		VERSION 1
		D/D/2002
		7237005/142

**PEYTON WAITE**  
 CONSULTING ENGINEERS  
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AC239352M



DAC239552M-20-1



SITE PLAN AND CONCEPT PLAN OF RESIDENCES

**CITY OF WHITFLESA**  
**PLANNING SCHEME**  
 Here referred to in Permit to use  
 and/or develop land.  
 Application No. 707028 (addition 2)  
 Sheet 2 of 2  
 Date Permit issued 05/07/02  
 Date 12/11/02  
 Town Planner

**AREAS**

No.	Area	Area
1	Plot Area	28,840
2	Planting	15,540
3	Driveway	2,100
4	Total Area	46,480
5	Area reserved	18,220
6	Area reserved	18,220
7	Area reserved	18,220
8	Area reserved	18,220
9	Area reserved	18,220
10	Area reserved	18,220
11	Area reserved	18,220
12	Area reserved	18,220
13	Area reserved	18,220
14	Area reserved	18,220
15	Area reserved	18,220
16	Area reserved	18,220
17	Area reserved	18,220
18	Area reserved	18,220
19	Area reserved	18,220
20	Area reserved	18,220

**NOTES**  
 1. The site plan is subject to the provisions of the Planning Scheme.  
 2. The site plan is subject to the provisions of the Planning Scheme.  
 3. The site plan is subject to the provisions of the Planning Scheme.  
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 18. The site plan is subject to the provisions of the Planning Scheme.  
 19. The site plan is subject to the provisions of the Planning Scheme.  
 20. The site plan is subject to the provisions of the Planning Scheme.

**AI** **architects**  
 Frank H. White  
 Architects  
 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

AC239552M

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**Appendix 3**

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Plan of subdivision no PS503020R



DAC239552M-21-4

AL239552M

<b>PLAN OF SUBDIVISION</b>	Stage No.	LTO use only	PLAN NUMBER
	EDITION		PS 503020R

**Location of Land**  
 Parish: Morang  
 Township: \_\_\_\_\_  
 Section: \_\_\_\_\_  
 Crown Allotment: \_\_\_\_\_  
 Crown Portion: 10 (Part)

LTO base record: D.C.M.B.  
 Title References:  
 Vol      Fol

Last Plan Reference: PS 435552H Lot B  
 Postal Address: Vautier Place  
 South Morang 3752

AMG Co-ordinates: E 329,370m  
 (Of approx. centre of plan) N 5,832,520m Zone 55

**Council Certification and Endorsement**

Council Name: Whittlesea City Council      Ref: 605226

~~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 - 21/11/2002

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage

Council Delegate  
 Council seal  
 Date / /

**EXPLANATORY NOTE**  
 Warning: This plan is unregistered.  
 This plan was prepared to be certified by Council and to be registered by the Registrar of Titles. As alterations may be required by Council and the Registrar of Titles prior to registration, Peyton Waite Pty. Ltd. accepts no responsibility whatsoever for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan for any other reason.  
 This plan must not be reproduced except:  
 a) From the transparency copy held by Peyton Waite Pty. Ltd. and  
 b) Unless the reproduction includes this note.

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

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD RI	WHITTLESEA CITY COUNCIL

**Notations**

Depth Limitation: Does not apply      Staging: This is/is not a staged subdivision Planning Permit No.



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

Other purpose of plan:  
 Creation of Restrictions (see sheet 4)

Easement Information					LTO use only
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement      R - Encumbering Easement (Road)					Statement of Compliance / Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN PS 435552H PS 422073T PS 422072V PS 42201S PS 42201S PS 422037X PS 422107D	LAND IN THIS PLAN LAND IN PS 435552H LAND IN PS 422073T LAND IN PS 422072V YARRA VALLEY WATER LIMITED LAND IN PS 42201S LAND IN PS 422037X LAND IN PS 422107D	Received <input type="checkbox"/>  Date / /
LICENSED SURVEYOR GARY HUGH WAITE					LTO use only PLAN REGISTERED TIME DATE / /
REF 7237/ID/02    VERSION 5    DATE 19/5/2003    SIGNATURE _____					Assistant Registrar of Titles
					Sheet 1 of 4 Sheets

 benchmark <small>IN QUALITY                  AS/NZS ISO 9001</small>	<h2 style="margin: 0;">PEYTON WAITE</h2> <p style="margin: 0; font-size: small;">CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS                  353 PLENTY ROAD PRESTON 3072 PHONE 94704933 FAX 94706992 A.C.N. 004 963 884                  CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No.842</p>	 7237ID02.LCD	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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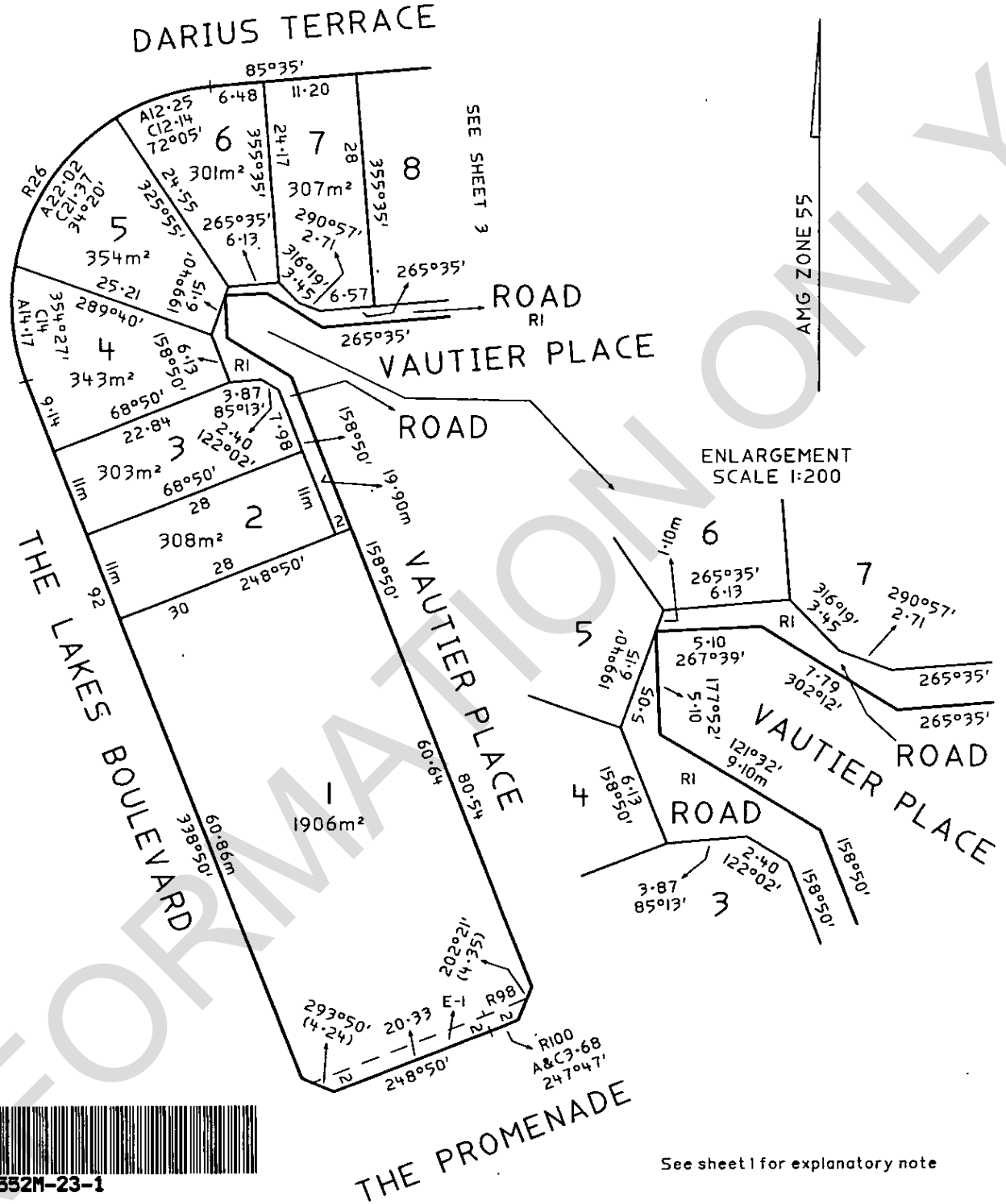
AC 239552M

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 503020R



ENLARGEMENT SCALE 1:200

See sheet 1 for explanatory note



DAC239552M-23-1

ORIGINAL SHEET SCALE SIZE A3 1:500

SCALE 5 0 5 10 15 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE

SIGNATURE \_\_\_\_\_ DATE 19/5/2003

REF 7237/ID/02 VERSION 5 7237ID02.LCD

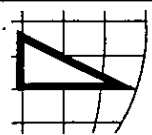


**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842

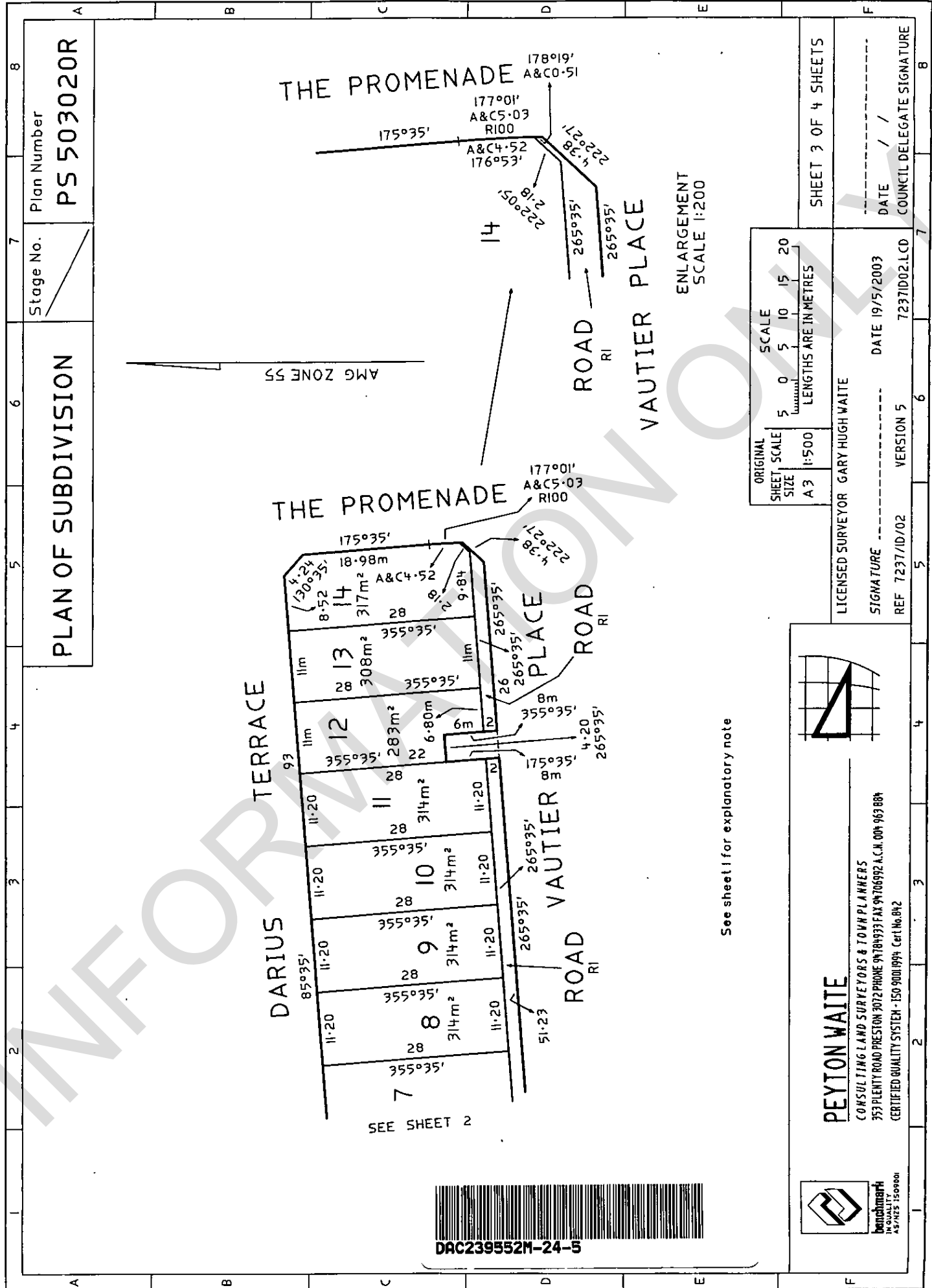


SHEET 2 OF 4 SHEETS

DATE / /

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

A-C239552M



ORIGINAL SCALE	5 0 5 10 15 20
SHEET SCALE	LENGTHS ARE IN METRES
SHEET SIZE	A3
SCALE	1:500

SHEET 3 OF 4 SHEETS	DATE / /
LICENSED SURVEYOR GARY HUGH WAITE	COUNCIL DELEGATE SIGNATURE
SIGNATURE	DATE 19/5/2003
REF 7237/ID/02	VERSION 5
7237ID02.LCD	

See sheet 1 for explanatory note



**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842



DAC239552M-24-5

AC 239552 M

**PLAN OF SUBDIVISION**

Stage No. / Plan Number  
**PS 503020R**

CREATION OF RESTRICTIONS

The following restrictions are to be created upon registration of this plan.

1. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: Not more than one dwelling or part of a dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.
2. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: No dwelling other than a single storey dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.
3. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: Vehicular parking can only be in the area designated on the Building Envelope plan endorsed in T.P.No.707028 in the Whittlesea Planning Scheme on a lot or part of a lot on this plan that is burdened by this restriction.
4. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: No clothes line or similar apparatus which is visible from Vautier Place may be located on a lot or part of a lot on this plan that is burdened by this restriction.
5. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: No outbuildings (a) may be constructed of a zinculum finished material on a lot or part of a lot on this plan that is burdened by this restriction and (b) that are visible from Vautier Place may be located within a lot or part of a lot on this plan that is burdened by this restriction.
6. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: No external telecommunications antennae other than a satellite dish required for residential communication purposes may be erected on a lot or part of a lot on this plan that is burdened by this restriction.
7. Land to benefit: All lots on this plan.  
Land to be burdened: Lots 2 to 14 (both inclusive).  
Description of restriction: No fences are to be constructed on a lot or part of a lot on this plan that is burdened by this restriction other than fences (a) between adjoining allotments that are 1.90 metres high and of timber palings except in the first 2.7 metres towards Vautier Place from The Lakes Boulevard or Darius Terrace which shall be 0.9 metres high and then in the next 2.7 metres towards Vautier Place shall be a raked section of fence from 0.9 metres to 1.90 metres, (b) adjoining Vautier Place that are 1.90 metres 'Brush' type fence and (c) abutting Darius Terrace and The Lakes Boulevard that are of black metal construction with brick rendered cream pillars.



See sheet 1 for explanatory note

ORIGINAL SHEET SCALE SIZE A3	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR GARY HUGH WAITE SIGNATURE _____ DATE 19/5/2003 REF 7237/ID/02 VERSION 5 7237ID02.LCD
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 <b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842		SHEET 4 OF 4 SHEETS
		DATE / / COUNCIL DELEGATE SIGNATURE

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Phillips & Wilkins C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 3951

NO PROPOSALS. As at the 11th 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®.

19 VAUTIER PLACE, SOUTH MORANG 3752  
CITY OF WHITTLESEA

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

Date of issue: 11th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76117064 - 76117064131300 '3951'**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 11 March 2025 01:15 PM

## PROPERTY DETAILS

Address: **19 VAUTIER PLACE SOUTH MORANG 3752**  
Lot and Plan Number: **Lot 6 PS503020**  
Standard Parcel Identifier (SPI): **6\PS503020**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **530311**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 183 A8**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## OTHER

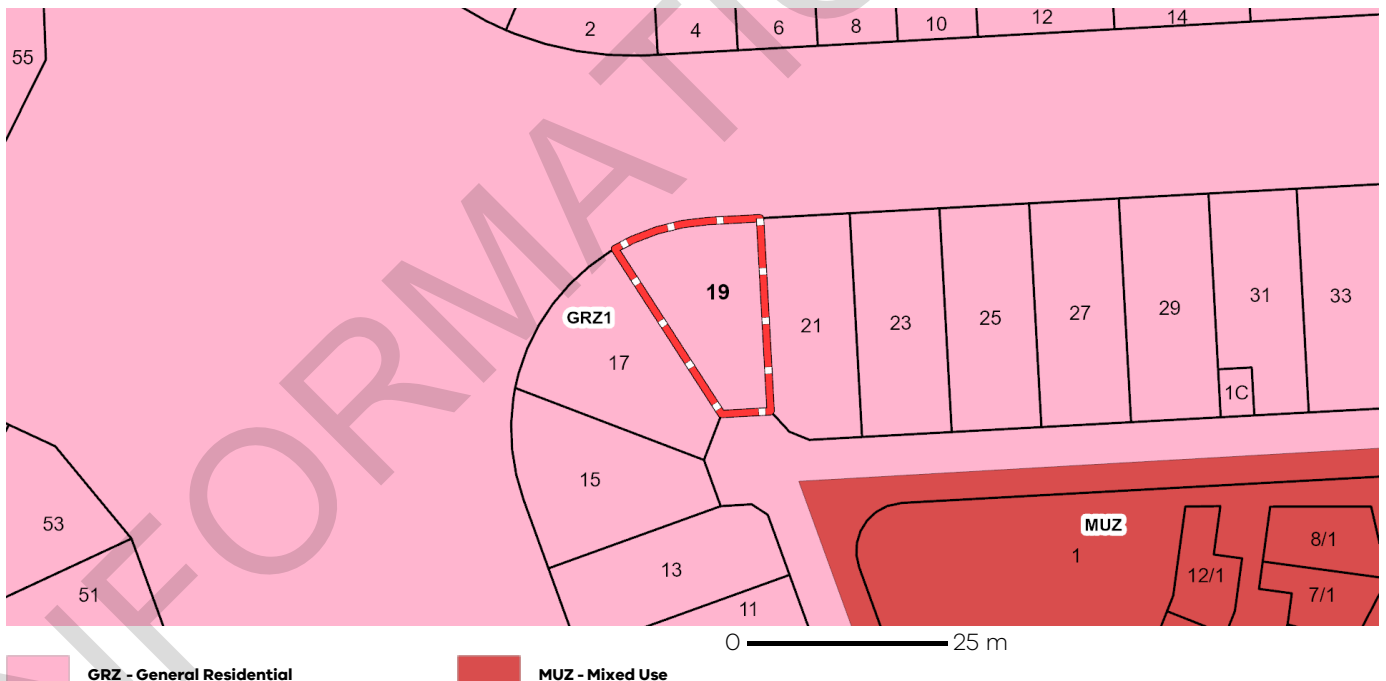
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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

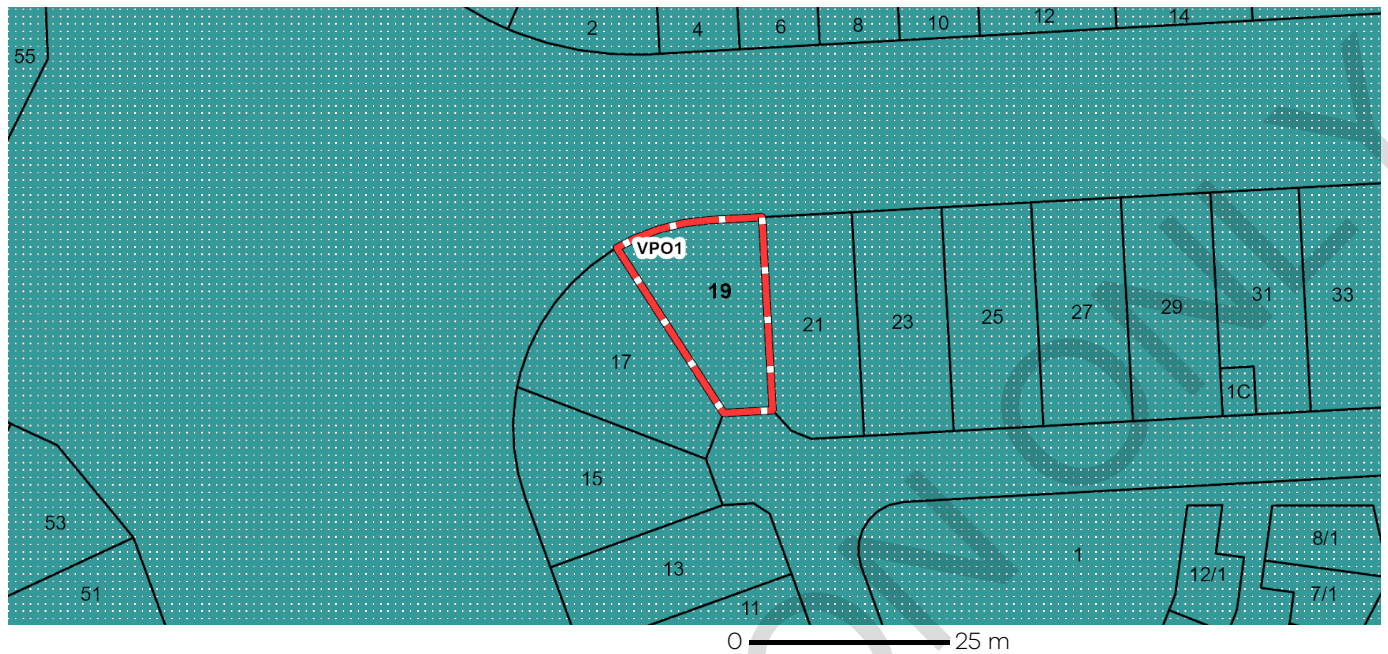


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlay

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



**VPO - Vegetation Protection Overlay**

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

## Further Planning Information

Planning scheme data last updated on 5 March 2025.

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

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

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

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

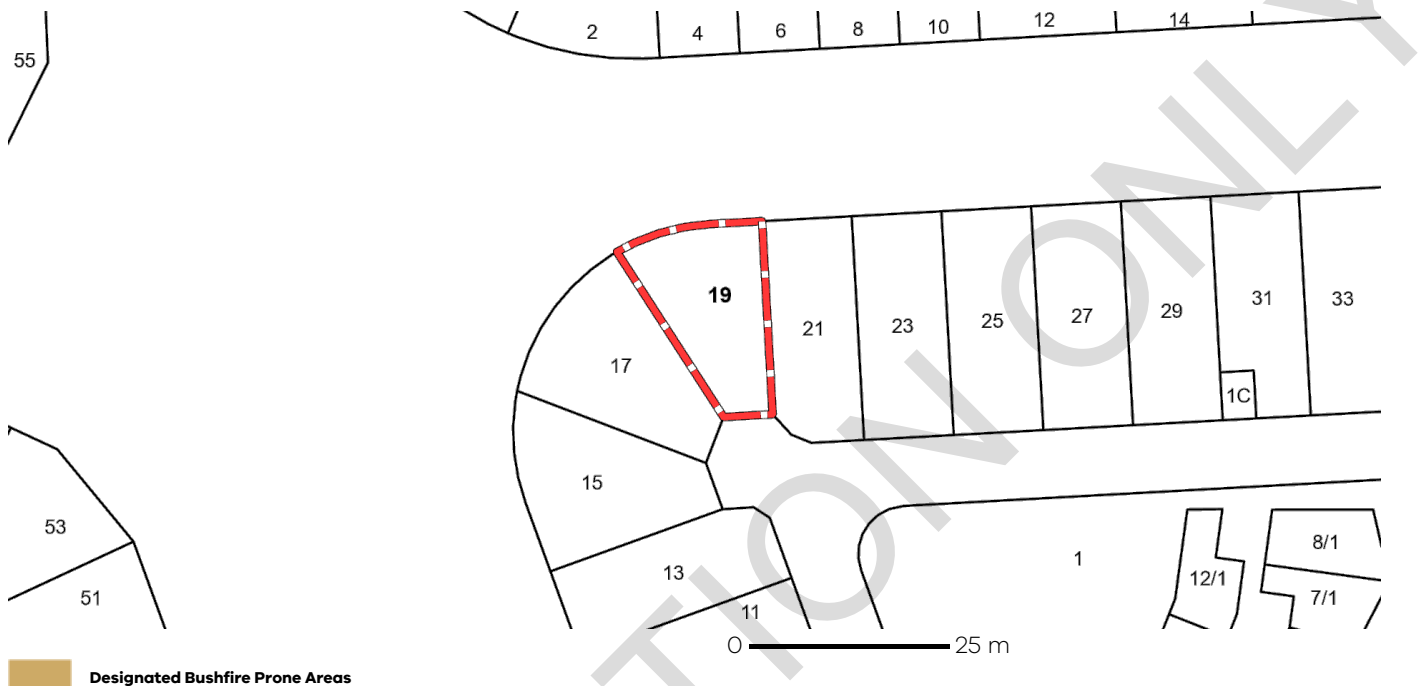
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1118519

## APPLICANT'S NAME & ADDRESS

PHILLIPS & WILKINS C/- INFOTRACK (ACTIONSTEP) C/-  
LANDATA

DOCKLANDS

## VENDOR

ZUCCALA, PAOLINA

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

3951

This certificate is issued for:

LOT 6 PLAN PS503020 ALSO KNOWN AS 19 VAUTIER PLACE SOUTH MORANG  
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 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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)

11 March 2025

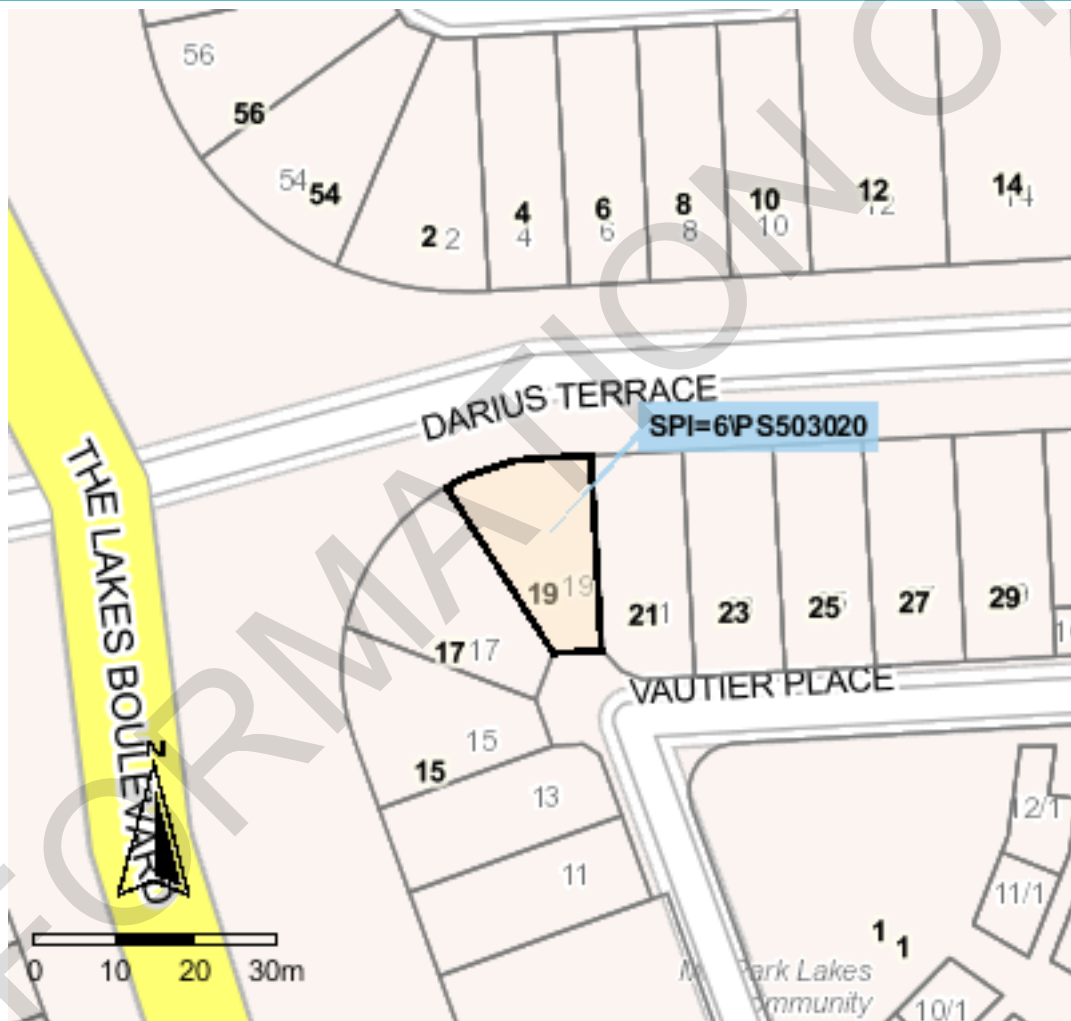
**Sonya Kilkenny**  
Minister for Planning

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.

**Date of issue**  
12/03/2025

**Assessment No.**  
530311

**Certificate No.**  
169840

**Your reference**  
76117064-015-0

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 19 Vautier Place SOUTH MORANG 3752

**Description:** LOT: 6 PS: 503020R

**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	\$550,000	\$340,000	\$27,500

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	\$1,287.98
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$47.85
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 12/03/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,344.88
<b>Balance of rates &amp; charges due:</b>	<b>\$448.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$448.00**

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 **530311**



Phone 1300 301 185  
Ref **530311**



Bill Code **5157**  
Ref **530311**

11th March 2025

Phillips & Wilkins C/- InfoTrack (ActionStep) C/-  
LANDATA

Dear Phillips & Wilkins C/- InfoTrack (ActionStep) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	19 VAUTIER PLACE SOUTH MORANG 3752
<b>Applicant</b>	Phillips & Wilkins C/- InfoTrack (ActionStep) C/- LANDATA
<b>Information Statement</b>	30924489
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	3951

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	19 VAUTIER PLACE SOUTH MORANG 3752
------------------	------------------------------------

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	19 VAUTIER PLACE SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

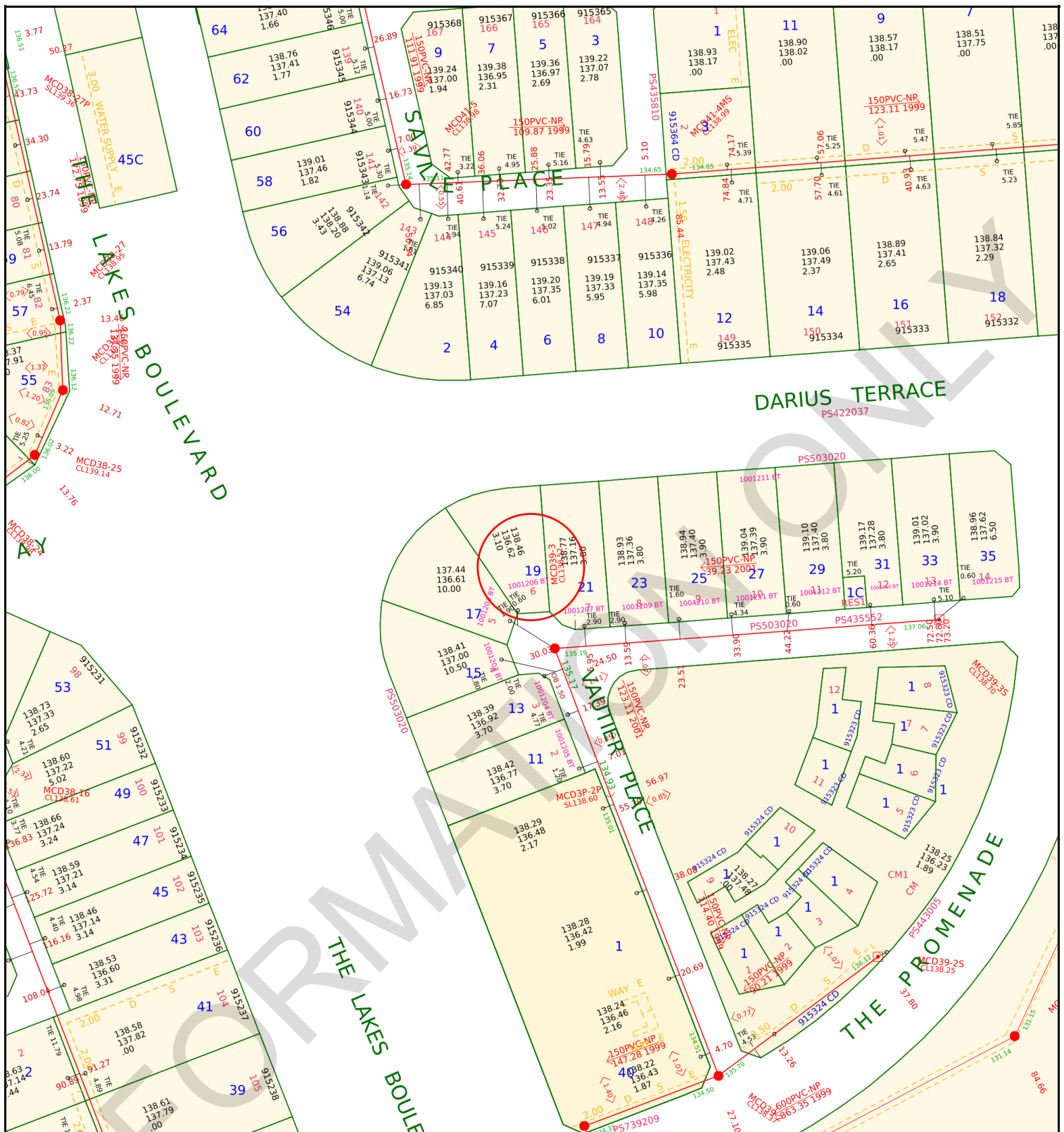
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

The Hendersons Road Drain and Mill Park Lakes Retarding Basin and Wetlands (Melbourne Water File 80092) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

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: 30924489**

<b>Address</b>	19 VAUTIER PLACE SOUTH MORANG 3752
<b>Date</b>	11/03/2025
<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		<1.00>	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;

Phillips & Wilkins C/- InfoTrack (ActionStep) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 2204630000  
**Rate Certificate No:** 30924489

**Date of Issue:** 11/03/2025  
**Your Ref:** 3951

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 VAUTIER PL, SOUTH MORANG VIC 3752	6\PS503020	1612613	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<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.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 1612613

**Address:** 19 VAUTIER PL, SOUTH MORANG VIC 3752

**Water Information Statement Number:** 30924489

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 22046300006

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / PHILLIPS & WILKINS

<b>Your Reference:</b>	201210: ZUCCALA TO (CONV)
<b>Certificate No:</b>	86550784
<b>Issue Date:</b>	11 MAR 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 19 VAUTIER PLACE SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30619598	6	503020	10738	696	\$4,762.82

**Vendor:** PAOLINA ZUCCALA  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MRS PAOLINA ZUCCALA	2025	\$340,000	\$5,358.17	\$0.00	\$4,762.82


**Comments:** Land Tax of \$5,358.17 has been assessed for 2025, an amount of \$595.35 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (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):	\$550,000
SITE VALUE (SV):	\$340,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$4,762.82</b>

# Notes to Certificate - Land Tax

Certificate No: 86550784

## 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 = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus ( \$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 86550784

### 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: 86550784

### 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 / PHILLIPS & WILKINS

<b>Your Reference:</b>	201210: Zuccala to (Conveyanc
<b>Certificate No:</b>	86550784
<b>Issue Date:</b>	11 MAR 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** 19 VAUTIER PLACE SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30619598	6	503020	10738	696	\$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

<b>CAPITAL IMPROVED VALUE:</b>	\$550,000
<b>SITE VALUE:</b>	\$340,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 86550784

## 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 / PHILLIPS & WILKINS

**Your** 201210: ZUCCALA TO

**Reference:** (CONVEYANC

**Certificate No:** 86550784

**Issue Date:** 11 MAR 2025

**Land Address:** 19 VAUTIER PLACE SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
6	503020	10738	696

**Vendor:** PAOLINA ZUCCALA

**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

# Notes to Certificate - Windfall Gains Tax

Certificate No: 86550784

## 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



Billers Code: 416073  
Ref: 86550787

### 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: 86550787

### 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.



MRS PAOLINA ZUCCALA  
C/- PAM SELL  
823 HIGH STREET  
THORNBURY VIC 3071

Our reference: 7158816364416

Phone: **13 28 66**

10 May 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello PAOLINA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411065346382
Vendor name	PAOLINA ZUCCALA
Clearance Certificate Period	8 May 2025 to 8 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



**Phillips & Wilkins**  
**ENDURING POWER OF ATTORNEY**

Regulation 5

Name of principal: **Paolina Zuccala**  
Address of principal: **Butlers Road Plenty Victoria**

**APPOINTMENT**

I appoint my son **GREGORIO JOHN ZUCCALA** (also known as **GREG ZUCCALA**) of 13 Tetragona Way Diamond Creek Victoria and my daughter **LORRAINE GIUSEPPINA OCCHINO** of 601/28 Stanley Street Collingwood Victoria JOINTLY to be my attorneys

to be my attorney.

**AUTHORISATION**

I authorise my attorney:

to do anything on my behalf that I can lawfully do by an attorney (including both personal and financial matters).

**COMMENCEMENT**

The powers under this enduring power of attorney for all matters are exercisable:

immediately on the making of this enduring power of attorney.

Signed: *[Signature of principal]*

*Paolina Zuccala*

Date:

9 May 2019

INFORMATION ONLY

**CERTIFICATE OF WITNESSES**

**Witnessed by:**

Name of first witness: William James Elder

Address of first witness: 823 High Street Thornbury

Name of second witness: Lina Lefavi

Address of second witness: 823 High Street Thornbury

**Each witness certifies that:**

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

- at that time, the principal appeared to me to have decision making capacity in relation to the making of this enduring power of attorney; and
- I am not an attorney under this enduring power of attorney; and
- I am not a relative of the principal or of an attorney under this enduring power of attorney; and
- I am not a care worker or accommodation provider for the principal.

**Signed:**

First witness: *[signature of first witness]* William Elder

Qualification: *[if first witness is acting as a medical practitioner or person authorised to witness affidavits]* Legal Practitioner

Second witness: *[signature of second witness]* L. Lefavi

Qualification: *[if second witness is acting as a medical practitioner or person authorised to witness affidavits]* Secretary

Date: 9 May 2019

**STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY**


Name of attorney: **GREGORIO JOHN ZUCCALA**  
(also known as **GREG ZUCCALA**)

Address of attorney: 13 Tetragona Way Diamond Creek Victoria

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

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

**Signed:** *[signature of attorney]*

  
\_\_\_\_\_  
9 May 2019

Date:

**Witnessed by:**

**William James Elder**

823 High Street, Thornbury 3071

An Australian Legal Practitioner

Name of witness:


\_\_\_\_\_  
within the meaning of the

Address of witness:

\_\_\_\_\_  
Legal Profession Uniform Law (Victoria)

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

**Signed:** *[signature of witness]*

  
\_\_\_\_\_  
9 May 2019

Date:

INFORMATION ONLY

**STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY**

Name of attorney: **LORRAINE GIUSEPPINA OCCHINO**

Address of attorney: **601/28 Stanley Street Collingwood Victoria**

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

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

**Signed:** [signature of attorney]

Lorraine Occhino

Date:

10/5/2019

**Witnessed by:**

Name of witness:

ANNA MARIA TONIN

Address of witness:

352 SMITH STREET COLLINGWOOD 3066.

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

**Signed:** [signature of witness]

Anna Maria Tonin

Date:

10/5/19.

INFORMATION

ONLY

DATED

2019

**ENDURING POWER OF ATTORNEY**

OF

**PAOLINA ZUCCALA**

**PHILLIPS & WILKINS**  
Solicitors & Consultants  
823 High Street  
THORBURY VIC 3071

Tel: 03 9480 1155  
Fax: 03 9416 9685

Ref: GKM:LL:158745

INFORMATION ONLY

03 9480 1155  
03 9416 9685  
info@phillwil.com.au

DATED

2025

**PAOLINA ZUCCALA**

to

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**VENDORS SECTION 32 STATEMENT**

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**Property: 19 Vautier Place, South Morang Vic 3752**

Phillips & Wilkins  
Solicitors  
823 High Street  
Thornbury Vic 3071  
Tel: 03 9480 1155  
Fax: 03 9416 9685  
Email: [pam@philwil.com.au](mailto:pam@philwil.com.au)  
Ref PS:201210

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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