



Contract of Sale of Land

Property address: 19 Lydgate Terrace, Epping, Victoria 3076

Vendor: Meagan Kate Armstead

Purchaser:

Prepared by
Tahlia Hoegel Conveyancing
Suite 14, 3A Westside Avenue
Port Melbourne VIC 3207

Email: tahlia@thconveyancing.com.au
Ref: TH:25:0263

Contract of Sale of Land

Property address: 19 Lydgate Terrace, Epping, Victoria 3076

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

The terms of this contract are contained in the particulars of sale, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

Exceptions

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

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

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

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

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

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

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

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

The parties may sign by electronic signature.

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

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

SIGNED BY THE PURCHASER

On / /

,
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On / /

MEAGAN KATE ARMSTEAD,
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name	Robert Ozzimo	Phone	0403311435	Fax	
Address		Email	sold@rataandco.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Meagan Kate Armstead	Name	Tahlia Hoegel Conveyancing		
		Address	Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207		
Address		Contact	Tahlia Hoegel		
		Email	tahlia@thconveyancing.cm.au		
ACN/ABN		Phone	0401 648 990	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

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

LAND

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 11528	Folio 064	1	725633R

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:
19 Lydgate Terrace, Epping

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixtures and fittings of a permanent nature.

PAYMENT

General condition 11

Price:	\$	
Plus GST:	\$NIL	Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser
Total price:	\$	Payable by purchaser
Deposit:	\$	By of which \$0.00 has been paid
Balance:	\$	Payable at settlement

Foreign resident vendor: Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

- | | |
|--|--|
| <input checked="" type="checkbox"/> No , because: | <input type="checkbox"/> Yes , because: |
| <input checked="" type="checkbox"/> Vendor not registered or required to be registered | <input type="checkbox"/> Purchaser entitled to input tax credit |
| <input checked="" type="checkbox"/> Existing residential premises | <input type="checkbox"/> Purchaser NOT entitled to input tax credit |
| <input type="checkbox"/> Not in the course or furtherance of an enterprise | <input type="checkbox"/> Margin scheme applies |
| <input type="checkbox"/> Going concern | <input type="checkbox"/> Mixed supply |
| <input type="checkbox"/> Farmland used for farming business or sale of subdivided farmland to an associate | |
-

GST withholding

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

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

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

-
- The premises are commercial residential premises
-

SETTLEMENT

General condition 10

Is due on

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

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

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

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- Entitled to vacant possession.

OR

- Subject to a lease**, particulars of which are:
- Attached; or
 - As follows:
-

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- Yes No
-

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

- 21 days **OR** 14 days from the contract date (approval period)

Lender:

Loan amount:

BUILDING AND PEST REPORT

Refer to the Special Conditions

This contract is subject to:

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

Special conditions

- Yes No

Special conditions are attached.

Special Conditions

1. Confidentiality

All information given to the purchaser in relation to the sale of the property is confidential and shall not be disclosed by the purchaser to any party other than to family, advisers, and mortgagees. The purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by family, advisers, and mortgagees.

2. Digital duty form

The vendor agrees to create a digital Land Transfer Duty Form within 14 days of the date hereof and to invite the purchaser to complete the form. If the vendor fails to comply with this special condition the purchaser may serve a Notice on the vendor requiring the vendor to comply with this special condition within 14 days.

3. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

4. Identity of the land

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

5. Solar panels

If there are solar panels, the purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

6. Disclosure of unapproved works

The vendor discloses to the purchaser that the vendor believes that the works have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: The two pergolas.

7. Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) if applicable, a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

8. Auction clause

If the property is sold by public auction, the property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

9. Swimming Pool/Spa

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool/spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool security or fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

10. Windfall Gains Tax (If Applicable)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

11. Purchaser Acknowledgements - Building Notice

The vendor advises and the purchaser acknowledges and accepts that if a building notice ("building notice") has been issued relating to cladding works at the property, details of which will be contained within the section 32 statement. The purchaser further acknowledges and accepts the information as detailed in the Owners Corporation Certificate also contained within the section 32 statement. The purchaser agrees that should any special levy be raised by the Owners Corporation following the signing of this contract they will be wholly responsible for the same whether or not they relate to any matter arising from the works being undertaken under the building notice. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

12. Building Permits

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold, or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or obtain any Permit or Final Inspection.

13. Builders Warranty Insurance

If Builder Warranty Insurance is *not* already included in the Vendor Statement attached hereto, then Builder Warranty Insurance either does not apply to this Property, or is not in the Vendor's possession and then General Condition 8 does not apply to this Contract.

14. Building Report

If the purchaser has opted for their offer to be subject to a building report, the purchaser has 7 days from the date of sale to meet this condition. In order to terminate the Contract of Sale under this clause, the purchaser must obtain a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect. The Purchaser must provide the Vendor a copy of

this report along with written notice ending the contact. The purchaser is unable to end the contract if they are in default.

15. Pest Report

If the purchaser has opted for their offer to be subject to a pest report, the purchaser has 7 days from the date of sale to meet this condition. In order to terminate the Contract of Sale under this clause, the purchaser must obtain 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. The Purchaser must provide the Vendor a copy of this report along with written notice ending the contact. The purchaser is unable to end the contract if they are in default.

16. Special Conditions

The Purchaser and the Vendor agree that if it is found that there is any inconsistency between the provisions set out in the General Conditions and the Special Conditions herein, then same and except for manifest error, to the extent of any inconsistency the Special Conditions will prevail and have priority over the General Conditions.

17. Owners Corporation Levies

The Purchaser agrees and acknowledges that any levies struck by the Owners Corporation on or after the Day of Sale shall be the responsibility of the Purchaser. If the Vendor pays such levies prior to settlement, the Purchaser shall reimburse the Vendor for the amount paid.

MEAGAN KATE ARMSTEAD

AND

AND

DEED OF GUARANTEE OF CONTRACT

Tahlia Hoegel Conveyancing

Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207

Phone: 0401 648 990

Email: tahlia@thconveyancing.com.au

Ref: TH:LM:25:0263

THIS DEED dated day of 2025

BETWEEN **Meagan Kate Armstead** of 19 Lydgate Terrace, Epping, Victoria (**Vendor**)

AND of (**Purchaser**)

AND of (**Guarantor**)

RECITALS

- A.** The vendor and purchaser have entered into a contract dated () (select date) for sale of the property known as () (insert property description).
- B.** The vendor entered into the contract at the request of the guarantor, in consideration of the guarantee by the guarantor to:
- a.** perform all obligations of the purchaser under the contract; and
 - b.** pay the vendor all money payable by the purchaser under the contract.

OPERATIVE PART

- 1.** If the purchaser fails to pay the vendor any amount due under the contract, the guarantor will immediately pay that amount to the vendor.
- 2.** The guarantor will perform any obligations under the contract that the purchaser fails to perform.
- 3.** The guarantor is jointly and severally liable with the purchaser under the contract. The vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser.
- 4.** Any extension of time or other forbearance granted by the vendor to the purchaser will not affect the liability of the guarantor.
- 5.** This guarantee is binding on the guarantors, their executors, administrators and assignees.

-
6. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.
 7. The guarantor confirms having read the contract and this guarantee and having had the opportunity to obtain legal advice.

INFORMATION ONLY

Execution page

EXECUTED AS A DEED

SIGNED, SEALED & DELIVERED BY

Meagan Kate Armstead in the presence
of:

Signature of witness

Signature

Print name of witness

SIGNED, SEALED & DELIVERED BY in the
presence of:

Signature of witness

Signature

Print name of witness

EXECUTED BY

Name:

Name:

Contract of sale of land 2025 edition

Part 2 General Conditions

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

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (i) All domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (iii) Domestic building work was carried out in accordance with all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

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

8. Builder warranty insurance

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

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

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

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

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

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

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

- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
 - (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
 - (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
 - (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

14. Loan, building report or pest report

- (a) If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and

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

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

15. Adjustments

- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 101 of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) The vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor

pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

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

16. Time

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

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.

- (c) Unless proven otherwise, any document sent by:
- (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

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

22. Lease

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

23. Loss or damage before settlement

- (a) The purchaser or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

24. Abandoned goods

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

25. Default

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

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

26. Interest

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

27. Default notice

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- (b) The default notice must:
- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
- A. The default is remedied; and
- B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
- A. The default is remedied; and
- B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
- (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
- (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (ii) The vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
- A. Retain the property and sue for damages for breach of contract; or
- B. Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (iv) The vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

INFORMATION ONLY



Vendor Statement

Property address: 19 Lydgate Terrace, Epping, Victoria 3076

Vendor: Meagan Kate Armstead

Purchaser:

Tahlia Hoegel Conveyancing

Suite 14, 3A Westside Avenue, Port Melbourne VIC 3207

Phone: 0401 648 990

Email: tahlia@thconveyancing.com.au

Ref: TH:25:0263

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land

19 Lydgate Terrace, Epping 3076

SIGNED BY THE VENDOR

Vendor's name

Meagan Kate Armstead

Date

/ /

Vendor's
signature

SIGNED BY THE PURCHASER

Purchaser's
name

Date

/ /

Purchaser's
signature

SIGNED BY THE PURCHASER

Purchaser's
name

Date

/ /

Purchaser's
signature

FINANCIAL MATTERS

- (a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**
 - (i) Are contained in the attached certificate/s.

- (b) **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:

- (c) **Terms contract**

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

Not Applicable.

- (d) **Sale subject to mortgage**

This section 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.

- (e) **Commercial and Industrial Property Tax Reform Act 2024**

(i) Is the land Tax Reform Scheme Land within the meaning of the Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii) The Australian Valuation Property Classification Code, within the meaning of the Act, most recently allocated to the land is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	AVPCC No. OR <input checked="" type="checkbox"/> Not applicable
(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Act is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	Entry Date: OR <input checked="" type="checkbox"/> Not applicable

INSURANCE

- (a) **Damage and destruction**

This section 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.

(b) **Owner builder**

This section only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Attached is a copy of the 137B Owner Builder Inspection Report

LAND USE

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

- (i) A description of any easement, covenant or other similar restriction affecting the land, whether registered or unregistered: If any, are contained in the attached certificates.
- (ii) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

(b) **Road access**

There is NO access to the property by road.

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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:

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) **Agricultural chemicals**

Particulars of any 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 are as follows:

The Vendor is not aware of any 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.

(c) **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.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

OWNERS CORPORATION

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

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services are NOT connected to the land:

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

Attached are copies of the following documents:

(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.

SUBDIVISION

(a) **Unregistered subdivision**

This section only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

(b) **Staged subdivision**

This section only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988.

Not Applicable.

(c) **Further plan of subdivision**

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

Not Applicable.

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 affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth):

Not Applicable.

DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

Additional information may be added to this section where there is insufficient space in any of the earlier sections.

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

Page 1 of 1

VOLUME 11528 FOLIO 064

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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 725633R.
PARENT TITLE Volume 11274 Folio 623
Created by instrument PS725633R 23/10/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MEAGAN KATE ARMSTEAD of 1/19 LYDGATE TERRACE EPPING VIC 3076
AL519099S 27/11/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW011454K 30/08/2022
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH292638G 11/06/2010

DIAGRAM LOCATION

SEE PS725633R 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 LYDGATE TERRACE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 30/08/2022

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	PS725633R
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PLAN OF SUBDIVISION				Stage No.	LRS Use Only EDITION 1	Plan Number PS 725633R
LOCATION OF LAND Parish: Wollert Township: 3 (Part) Crown Portion: 3 (Part) Crown Allotment: 10 Section: 10 Title References: Vol. 11274 Fol. 623 Last Plan Ref.: Lot 23 on PS 632956H Postal Address: 19 Lydgate Terrace Epping, 3076 MGA Co-ordinates: E 326 917 Zone 55 (of approx. centre of land in plan) N 5 832 995				COUNCIL CERTIFICATION COUNCIL NAME: City of Whittlesea REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC 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/has not been satisfied (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council delegate Council seal Date: / / 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					
Nil	Nil					
NOTATIONS						
STAGING: This is not a staged subdivision Planning Permit No. -						
DEPTH LIMITATION: Does not apply THIS IS A SPEAR PLAN						
Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings :- Median:- Boundaries shown M Exterior Face:- All other boundaries						
Survey This plan is based on survey. This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.						
EASEMENT INFORMATION						LRS use only
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						Statement of compliance/ Exemption Statement
Section 12(2) of the Subdivision Act 1988 Applies to the land herein						Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In favour Of		
E-1	Drainage	2.00	PS 632956H	Whittlesea City Council		
E-1	Sewerage	2.00	PS 632956H	Yarra Valley Water Limited		
E-1	Sewerage	2.00	This plan	Yarra Valley Water		
						Date 16 / 10 / 14
						LRS use only
						Plan Registered
						Time 9.53am
						Date 23 / 10 / 14
						KRB Assistant Registrar of Titles
Di MASE BERRY & Co Pty Ltd 142A SYDNEY ROAD, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813				Licensed Surveyor (print): <u>Geoffrey Berry</u>		Sheet 1 of 2 Sheets
				Signature: DIGITALLY SIGNED Date: / /		Council Delegate Signature
				Surveyors Ref: 12828 Version: 3		Date: / /
						Original Sheet Size A3



**City of
Whittlesea**

**Plan of Subdivision PS725633R
Concurrent Certification and Statement of
Compliance (Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S052878B
Plan Number: PS725633R
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 608634
Responsible Authority Certification Ref. No.: 608634
Surveyor's Plan Version: 3

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Renee Kueffer
Organisation: Whittlesea City Council
Date: 18/09/2014

INFORMATION ONLY

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9288 0555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: TGM:LMR:LGC:5650981
 Customer Code: 1167E

AH292638G

11/06/2010 \$102.90 173



registers and indexes in the Victorian Land Registry.

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: part of Certificate of Title Volume 10770 Folio 523 and more particularly being:
 lots 1-6 (inclusive), 8-12 (inclusive), 14-33 (inclusive), 35-48 (inclusive), 50-68 (inclusive) on the proposed plan marked "A" a copy of which is attached; and
 lots 70-80 (inclusive), 82, 83, 86, 90-92 (inclusive), 94 and 95 on the proposed plan marked "B", a copy of which is attached.

✓ Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

✓ A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

Position Held:

Date:

.....
 DAVID TURNBULL
 CEO
 10.6.2010

" A "

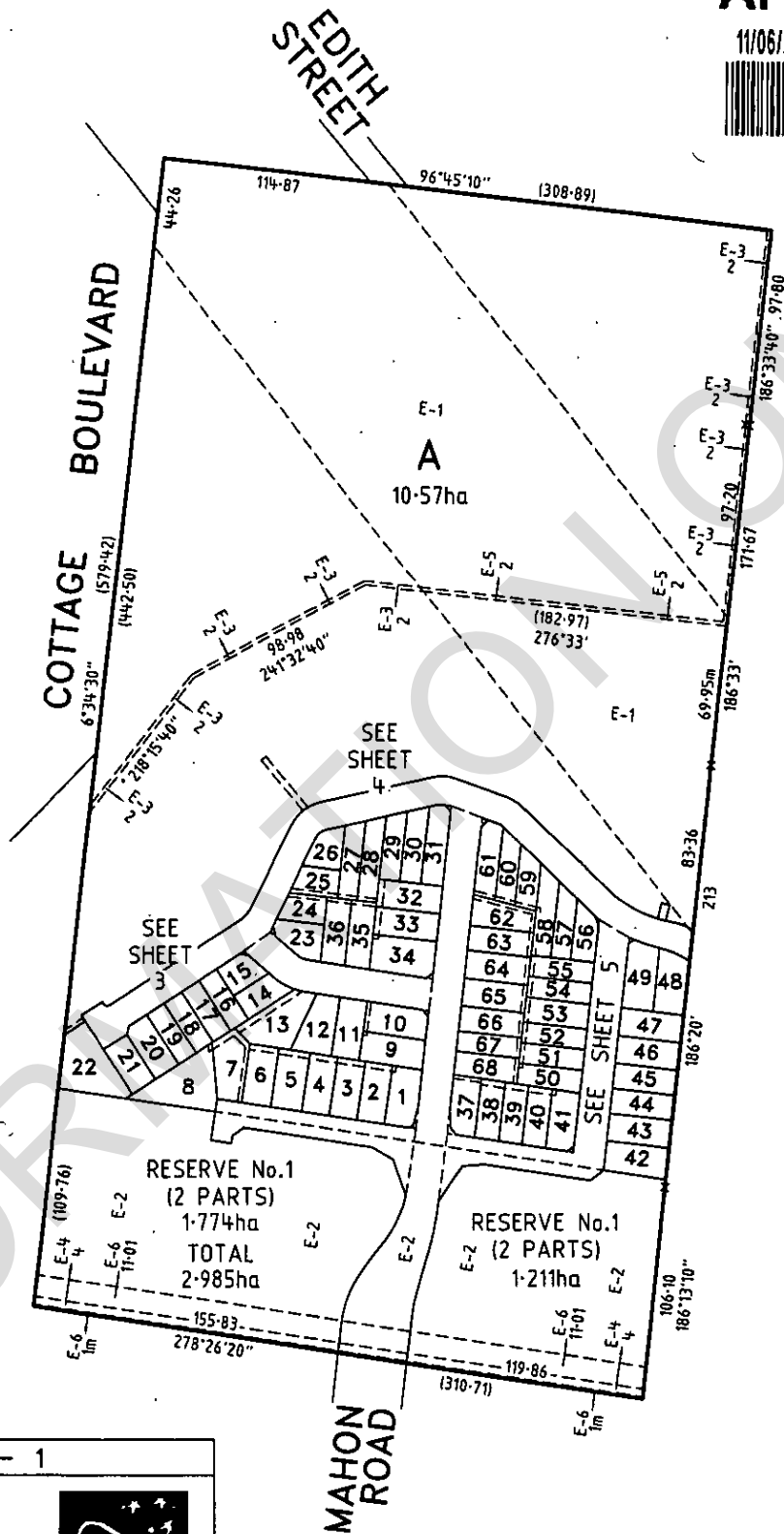
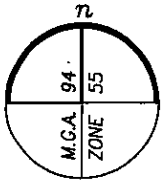
PLAN OF SUBDIVISION

Stage No.

Plan Number

AH292638G

11/06/2010 \$102.90 173



MAHON ROAD EPPING - 1

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE

SHEET SIZE A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

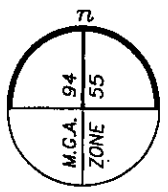
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Dwg 610501BB

Sheet 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



A
SEE SHEET 2

SEE SHEET 4



AH292638G

11/06/2010 \$102.90 173



RESERVE No.1
(2 PARTS)

RESERVE No.1
(2 PARTS)

MAHON ROAD EPPING - 1

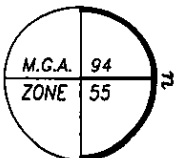
Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL	SCALE
SCALE 1:750	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

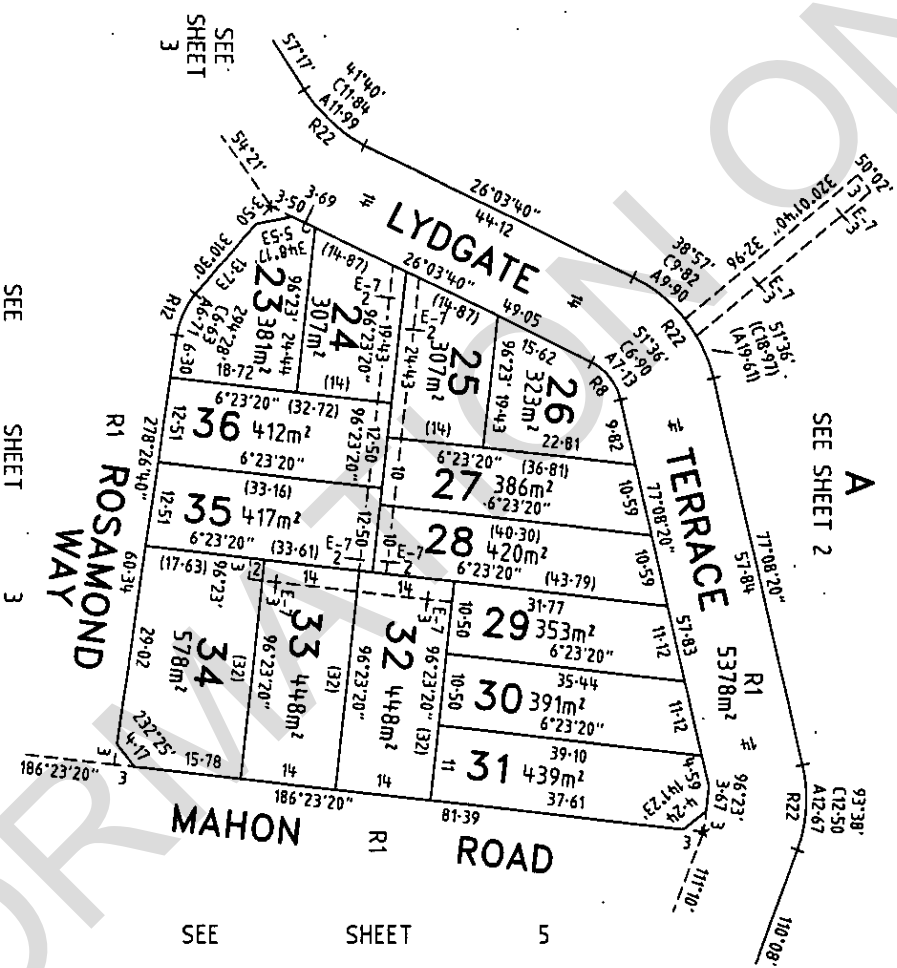
LICENSED SURVEYOR (PRINT) ANDREW J. REAY
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6105013 01/02/10 VERSION B
DWG 610501BB

Sheet 3
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3



PLAN OF SUBDIVISION

Stage No. _____
Plan Number _____



AH292638G

11/06/2010 \$102.90 173



MAHON ROAD EPPING - 1

Bosco Jonson Pty Ltd

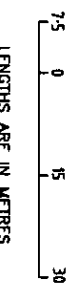
ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03 9699 1400 Fax 03 9699 5992



ORIGINAL

SCALE

SHEET SIZE A3



SCALE

LICENSED SUPERVISOR (PRINT) ANDREW J. REAY
SIGNATURE _____ DATE _____
DIGITALLY SIGNED REF 6105013
DWC 6105018B 01/02/10 VERSION B

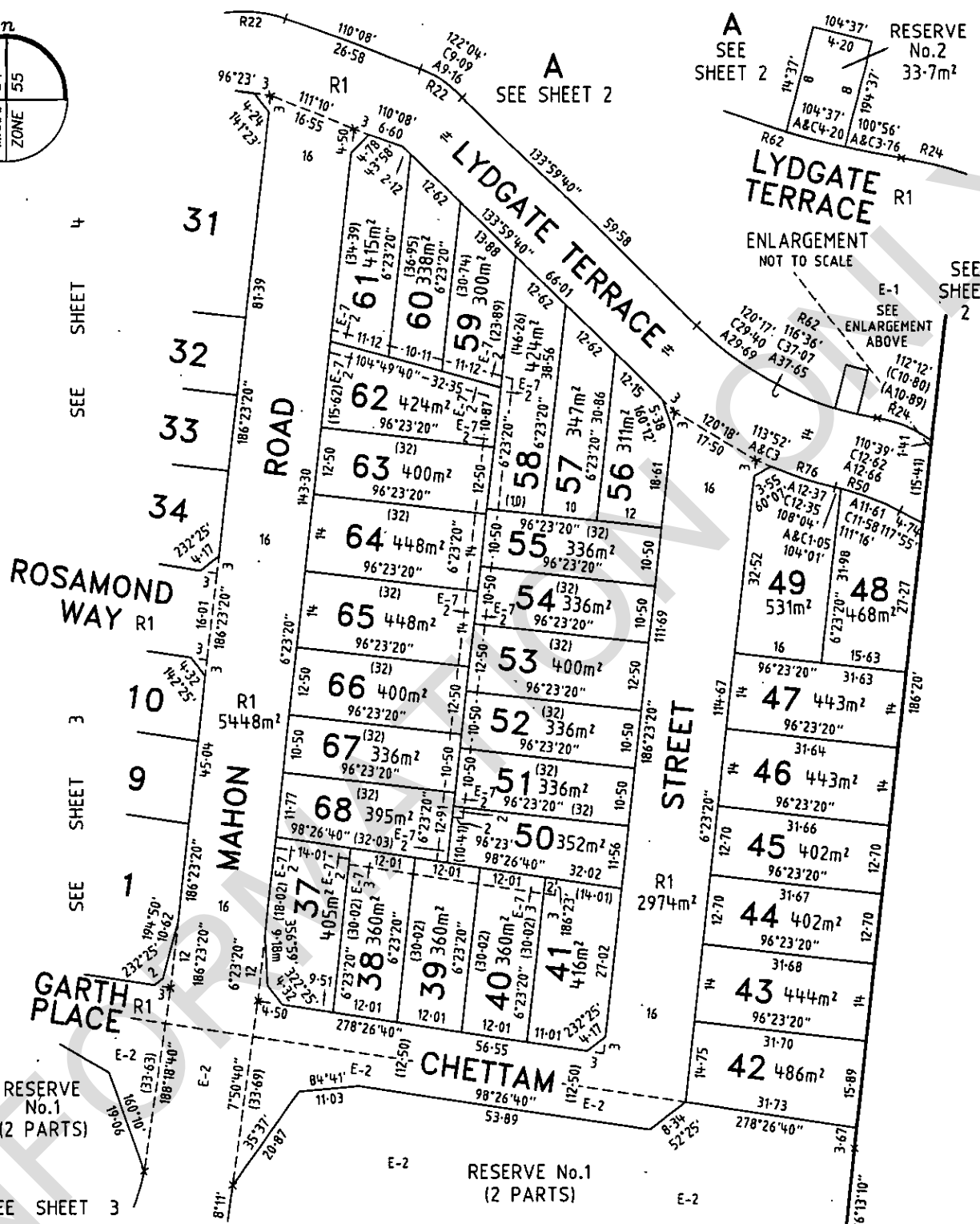
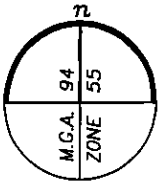
Sheet 4

DATE _____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number



MAHON ROAD EPPING - 1

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



AH292638G

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SEE SHEET 2

ORIGINAL

SCALE

SCALE SHEET SIZE
 1:750 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6105013 01/02/10 VERSION B
 DWG 610501BB

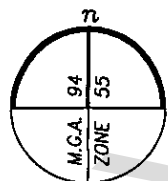
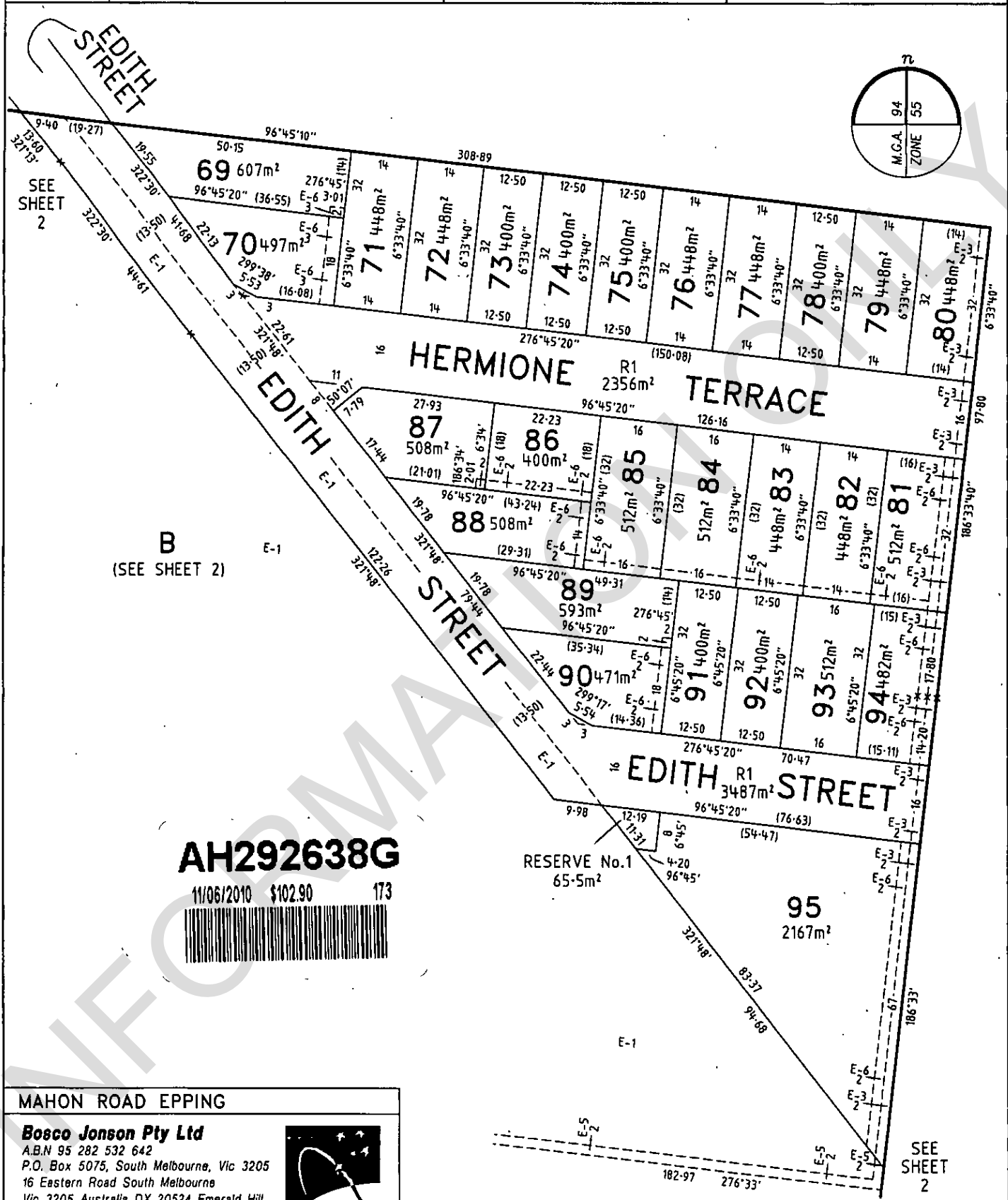
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DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

- PLAN OF SUBDIVISION	Stage No.	Plan Number
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B
(SEE SHEET 2)

AH292638G

11/06/2010 \$102.90 173



MAHON ROAD EPPING

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	SCALE	<p>LENGTHS ARE IN METRES</p>
SCALE 1:750	SHEET SIZE A3	

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6105023 01/02/10 VERSION B

DWG 610502BB

Sheet 3

DRAFT

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

Date 10,06,2010

AH292638G

11/06/2010 \$102.90 173



**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 47 Mahon Road, Epping

Whittlesea City Council
and

MLF Construction and Development Pty Ltd
ACN 125 165 826

INFORMATION ONLY

Interstate office
Sydney

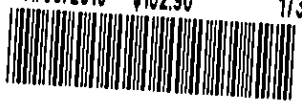
Affiliated offices around the world through the
Advoc Asia network - www.advocasia.com



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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 10/06/2010

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Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	MLF Construction and Development Pty Ltd ACN 125 165 826
Address	Level 2, 7 English Street, Essendon North, Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 23 December 2009 Council issued Planning Permit No. 711829 (**Planning Permit**) allowing the Subject Land to be subdivided into 95 lots and 1 balance lot, with associated road and open space reserve in accordance with the Endorsed Plan. Conditions 12 and 13 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 12 of the Planning Permit provides that:
 - Prior to the issue of a Statement of Compliance, the permit holder must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 or any alternative restriction deemed satisfactory by the Responsible Authority for all lots between 300m² and 500m², lot 8 and lot 22 which requires the preparation of building envelope plans. These building envelope plans must:
 - a. be in accordance with Standard C21 and any other relevant Standard under Clause 56 of the Whittlesea Planning Scheme;
 - b. incorporate plans and a written statement to address each of the relevant objectives and performance measures of Clause 54 of the Whittlesea Planning Scheme to the satisfaction of the Responsible Authority,
 - c. require the construction of all dwellings and associated development be contained within the nominated building envelope for each of the lots hereby approved except with the prior written consent of the Responsible Authority,



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- d. include notations relating to lots 8 and 22 as identified on the Building Envelope Plan reference 6105000, drawing 610501DA dated 2 November 2009.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

E. Condition 13 of the Planning Permit provides that:

Prior to the issue of the Statement of Compliance for any stage of the subdivision the permit holder must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, or any other restriction deemed satisfactory by the Responsible Authority, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG666146F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

- G.1 to give effect to the requirements of the Planning Permit; and
- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



The Parties Agree

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

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

Building Envelope Plan means the plan endorsed with the stamp of Council pursuant to condition 12 of the Planning Permit and as amended from time to time with the prior written consent of Council. A copy of the Building Envelope Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Building has the same meaning as in the Act.

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for

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inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

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

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

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

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

Reserve means the lot identified as 'Public Open Space' on the Endorsed Plan.

Statement of Compliance has the same meaning as in the Subdivision Act 1988.

Subject Land means part of the land situated at 47 Mahon Road, Epping being part of the land referred to in Certificate of Title Volume 10770 Folio 523 and more particularly being lots 1-6 (inclusive), 8-12 (inclusive), 14-33 (inclusive), 35-48 (inclusive), 50-68 (inclusive), 70-80 (inclusive), 82, 83, 86, 90-92 (inclusive), 94 and 95 on the Endorsed Plan and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

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subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

3.1 Building Envelope Plan

The Owner covenants and agrees that:

3.1.1 Prior to the issue of the Statement of Compliance the Building Envelope Plan must:

- (a) provide a Building Envelope for lot 8 and lot 22 and all lots between 300m² and 500m², being lots 1-6 (inclusive), 9-12 (inclusive), 14-21 (inclusive), 23-33 (inclusive), 35-48 (inclusive), 50-68 (inclusive), 70-80 (inclusive), 82, 83, 86, 90-92 (inclusive) and 94;
- (b) be in accordance with Standard C21 and any other relevant standard under Clause 56 of the Planning Scheme;
- (c) incorporate plans and a written statement to address each of the relevant objectives and performance measures of Clause 54 of the Planning Scheme; and;
- (d) include the agreed notations relating to lot 8 and lot 22;

all to the satisfaction of Council;

3.2 Building Envelope

The Owner covenants and agrees that except with the prior written consent of Council, the Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building or carry out or cause or permit to be carried out any Works outside a Building Envelope; and

3.3 Fences

The Owner agrees that where a fence on lots 8, 22, 42 and 95 abuts a Reserve, the Owner of each respective lot must maintain and repair that fence to the satisfaction of Council, except where the maintenance or repair work:

- 3.3.1 is the removal of graffiti from the fence; or
- 3.3.2 the damage to the fence is caused by Council or its representatives whilst undertaking maintenance works to the Reserve.

4. Further obligations of the Owner

4.1 Notice and Registration

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

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4.2 Further actions

The Owner further covenants and agrees that:

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

4.3 Council's Costs to be Paid

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

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

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

7. Successors in Title

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

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

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8. General matters

8.1 Notices

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

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

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. Commencement of Agreement

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

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Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:)
)
)

.....
[Handwritten Signature]

Chief Executive Officer

Executed by MLF Construction and Development Pty Ltd ACN 125 165 826 by being signed by the person who is authorised to sign for the company:)
)
)

.....
[Handwritten Signature]

Sole Director and Sole Company Secretary

.....
M. HANSON LYNACRE FIELDS

Full name

.....
83 CANTABARY RD

Usual address

.....
CANTABARY

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AG666146F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
[Handwritten Signature]

STEVE GOULD
PARTNER &
NATIONAL AUSTRALIA BANK LTD

From www.planning.vic.gov.au at 02 April 2025 03:15 PM

PROPERTY DETAILS

Address: **19 LYDGATE TERRACE EPPING 3076**
Lot and Plan Number: **Lot 1 PS725633**
Standard Parcel Identifier (SPI): **1\PS725633**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **927566**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 E7**

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

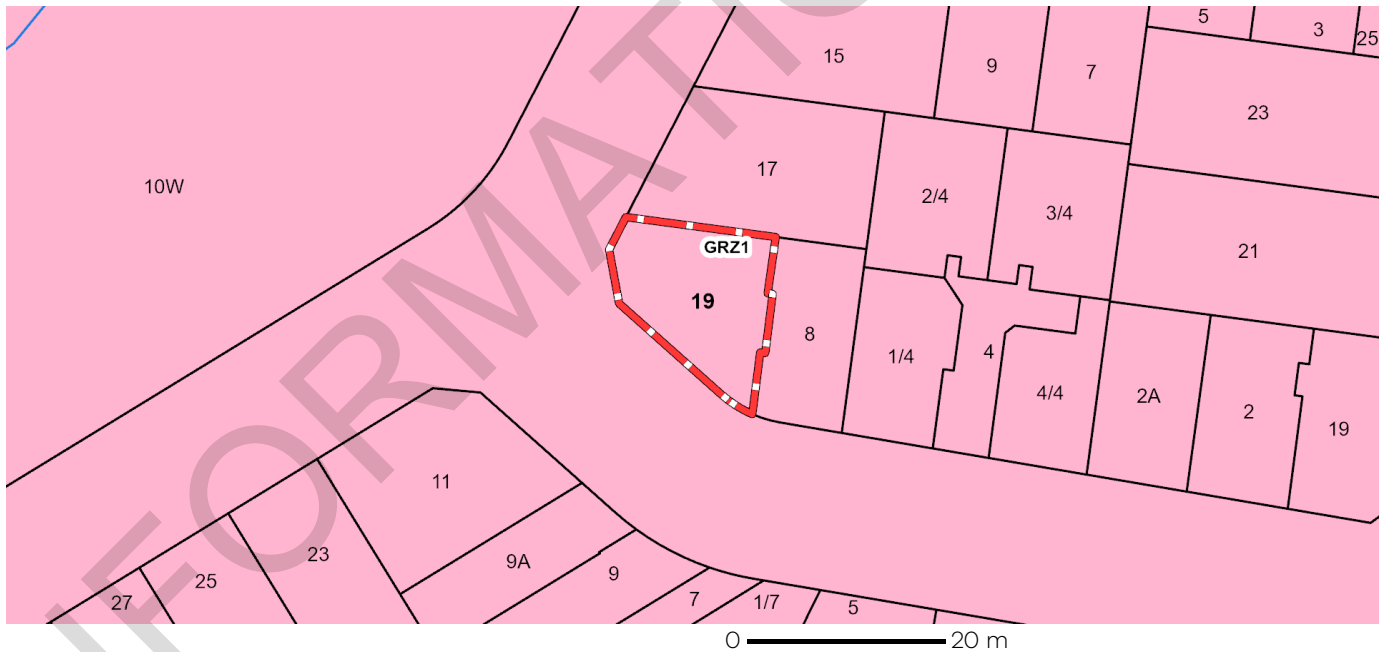
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[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 Overlays

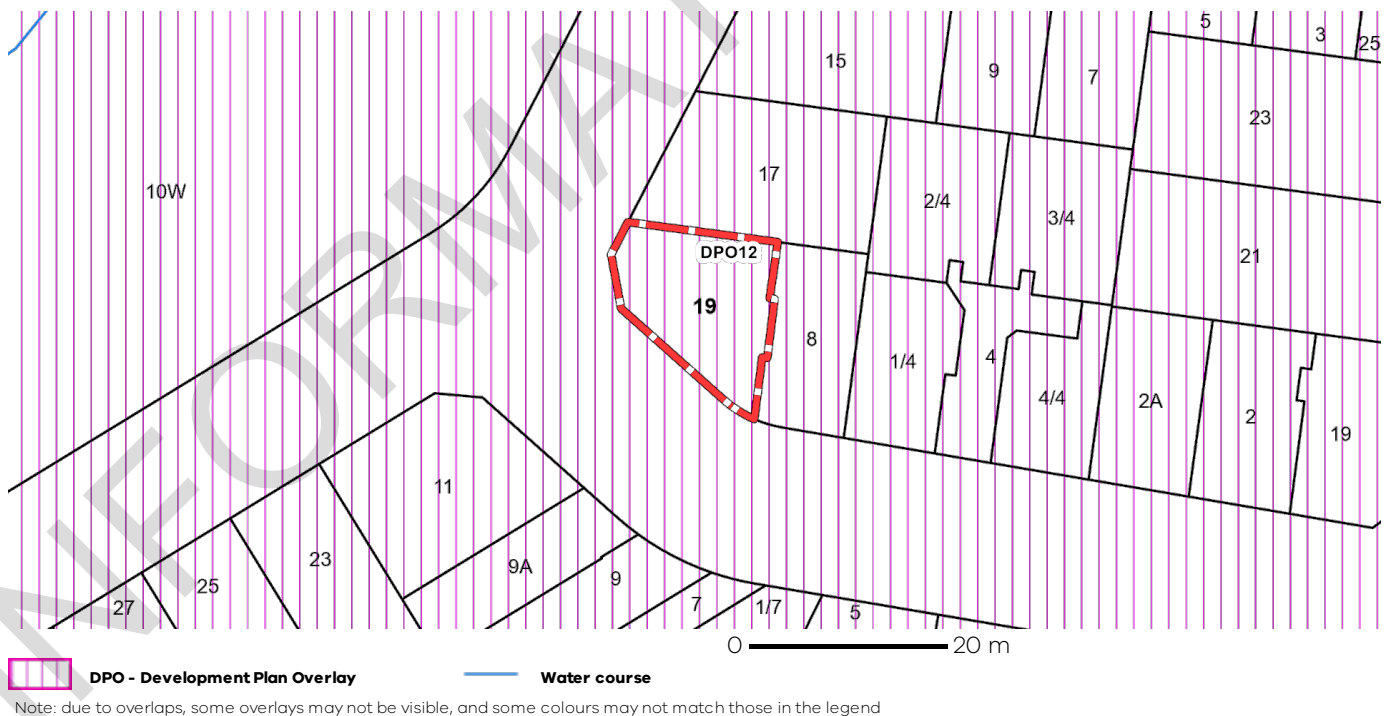
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



Planning Overlays

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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)

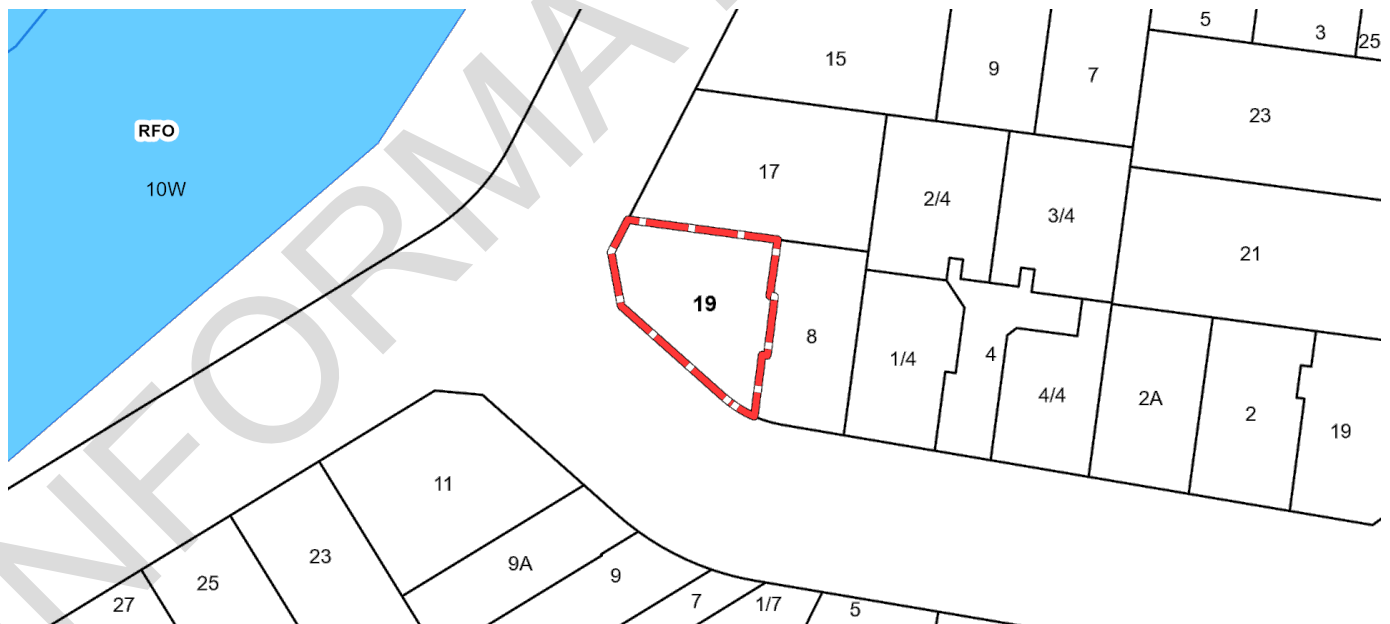


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[RURAL FLOODWAY OVERLAY \(RFO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 27 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 \(environment.vic.gov.au\)](http://NativeVegetation.environment.vic.gov.au) or please contact your relevant council.

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

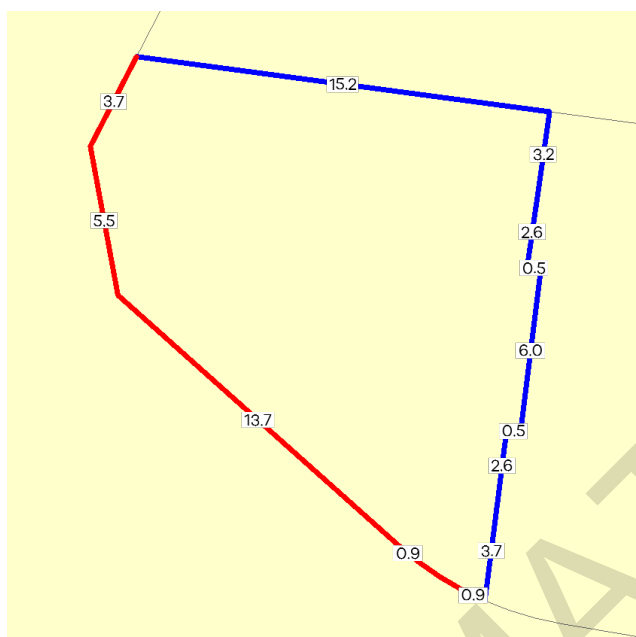
PROPERTY DETAILS

Address: **19 LYDGATE TERRACE EPPING 3076**
 Lot and Plan Number: **Lot 1 PS725633**
 Standard Parcel Identifier (SPI): **1\PS725633**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **927566**
 Directory Reference: **Melway 182 E7**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 213 sq. m

Perimeter: 61 m

For this property:

— Site boundaries

— Road frontages

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

2 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Date of issue
03/04/2025

Assessment No.
927566

Certificate No.
170695

Your reference
76368019-015-6

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 19 Lydgate Terrace EPPING 3076

Description: LOT: 1 PS: 725633R

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	\$480,000	\$290,000	\$24,000

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,124.06
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$41.76
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	\$740.14
Interest to 03/04/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,841.79

Balance of rates & charges due: \$416.07

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$416.07**

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

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 927566



Phone 1300 301 185
Ref 927566



Billers Code 5157
Ref 927566

2nd April 2025

Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/
LANDATA

Dear Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	19 LYDGATE TERRACE EPPING 3076
Applicant	Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	30930410
Conveyancing Account Number	7959580000
Your Reference	869778

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	19 LYDGATE TERRACE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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 LYDGATE TERRACE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

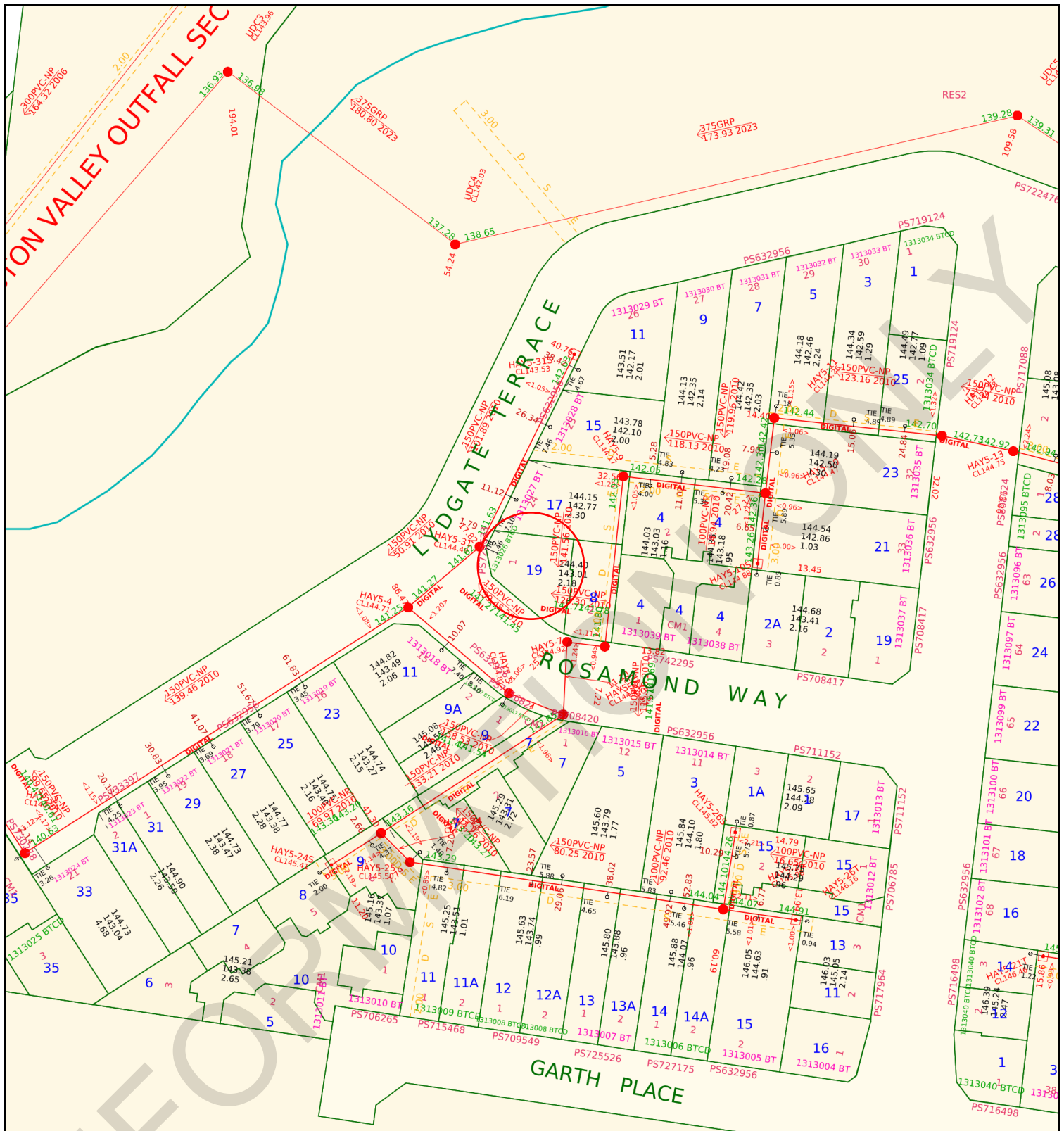
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30930410**

Address	19 LYDGATE TERRACE EPPING 3076
Date	02/04/2025
Scale	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;

Tahlia Hoegel Conveyancing C/- InfoTrack (LEAP) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3775250464
Rate Certificate No: 30930410

Date of Issue: 02/04/2025
Your Ref: 869778

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 LYDGATE TCE, EPPING VIC 3076	1\PS725633	5081310	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 42.000000kL x \$3.43420000 = \$144.24</i> Estimated Average Daily Usage \$1.39	08-11-2024 to 20-02-2025	\$144.24	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$112.72 cr
	Total for This Property		\$78.29



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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

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

Property No: 5081310

Address: 19 LYDGATE TCE, EPPING VIC 3076

Water Information Statement Number: 30930410

HOW TO PAY



Biller Code: 314567
Ref: 37752504649

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / TAHLIA HOEGEL CONVEYANCING

Your Reference:	25:0263
Certificate No:	88714130
Issue Date:	02 APR 2025
Enquiries:	ESYSPROD

Land Address: 19 LYDGATE TERRACE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41622960	1	725633	11528	64	\$0.00

Vendor: MEAGAN KATE ARMSTEAD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS MEAGAN KATE ARMSTEAD	2025	\$290,000	\$0.00	\$0.00


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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$480,000
SITE VALUE (SV):	\$290,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 88714130

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 = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 88714130

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88714130

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TAHLIA HOEGEL CONVEYANCING

Your Reference:	25:0263
Certificate No:	88714130
Issue Date:	02 APR 2025
Enquires:	ESYSPROD

Land Address: 19 LYDGATE TERRACE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41622960	1	725633	11528	64	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$480,000
SITE VALUE:	\$290,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88714130

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.
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 / TAHLIA HOEGEL CONVEYANCING

Your Reference:	25:0263
Certificate No:	88714130
Issue Date:	02 APR 2025

Land Address: 19 LYDGATE TERRACE EPPING VIC 3076

Lot	Plan	Volume	Folio
1	725633	11528	64

Vendor: MEAGAN KATE ARMSTEAD
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 88714130

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: 88714134

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88714134

Visa or Mastercard

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

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.

Inspection Report

Provided By



Ausgun Building inspections

Level 10, 14 Mason Street, Dandenong, Victoria, 3175
P 0469864045
ejaz@ausgunbuildinginspections.com.au

Inspection Address

19 Lydgate Terrace, Epping, Victoria, 3076



Report Information

Client Information

Client Name Meagan

Inspection Information

Report/Agreement # 1704250439521487

Inspection Date: 17 Apr 2025

Inspection Time: 04:39 PM

Building Inspection

The Scope of the Inspection:

This report Complies with Australian Building Standards AS 4349.0 -2007. Inspection of Buildings Part 0: General Requirements.

This office has been instructed by the client to prepare an owner-builder defects report for this property. Our engagement is restricted to that of a building consultant and not of a building surveyor, as defined in the Building Act of 1993.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase to satisfy the contract of sales under the Sale of Land Act 1962. The buyer is recommended to engage their own building inspection for an independent report.

The purpose of this report is to provide a visual assessment and description of the building works the owner builder had built. This report is intended to report on any major defects including incomplete works, safety hazards, non-compliance etc.

Please read the entire report. Refer to the terms & conditions as they form part of the report

Areas to be Inspected and Restrictions

Where present and accessible, the Inspection shall include.

- (a) The interior of the building.
- (b) The roof space.
- (c) The exterior of the building
- (d) The sub-floor space

(e) The roof exterior

Visual Inspection Only

This is a visual inspection only limited to those areas and sections of the property fully accessible and visible to the inspector on the date of inspection. The inspection did not include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers cannot be destructively probed or hit without the written permission of the property owner.

Very Important note to the purchaser.

In the event that areas where access is restricted or not accessed structural defects, termite damage or activity may be present but not seen. Access should be provided and a follow up or re-Inspection should take place. This Inspection will be provided for you at no cost. Please consult with the vendor and request full access to restricted areas. This should be done prior to a decision to purchase.

INFORMATION ONLY

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1. STAIRS- PERGOLA- BALCONIES-DECKS



2. CONCLUSION



3. PROPERTY AND INSPECTION INFORMATION

INFORMATION ONLY

Summary Of Major Defects And Safety Hazards

Below Is A Summary Of Significant Items Requiring Immediate Action.

Section	Location	Name	Comment
CONCLUSION	Condition Of Inspected Structure	The incidence of Major Defects	No incidence of major defects was noted during our inspection.

INFORMATION ONLY

Summary Of Minor Defects

Below Is A Summary Of Defects Other Than Major Defects.

Section	Location	Name	Comment
STAIRS- PERGOLA- BALCONIES- DECKS	Pergola Findings	Overall Condition	Downpipe to pergola observed to be missing a support clip. the fitting is not adequately secured and may fail under load or during storm events. Rectification recommended in accordance with AS/NZS 3500.3:2021 to ensure compliance with stormwater drainage requirements.
CONCLUSION	Condition Of Inspected Structure	The Incidence of Minor Defects	The incidence of minor defects in this residential building as compared with similar buildings is considered LOW

INFORMATION ONLY



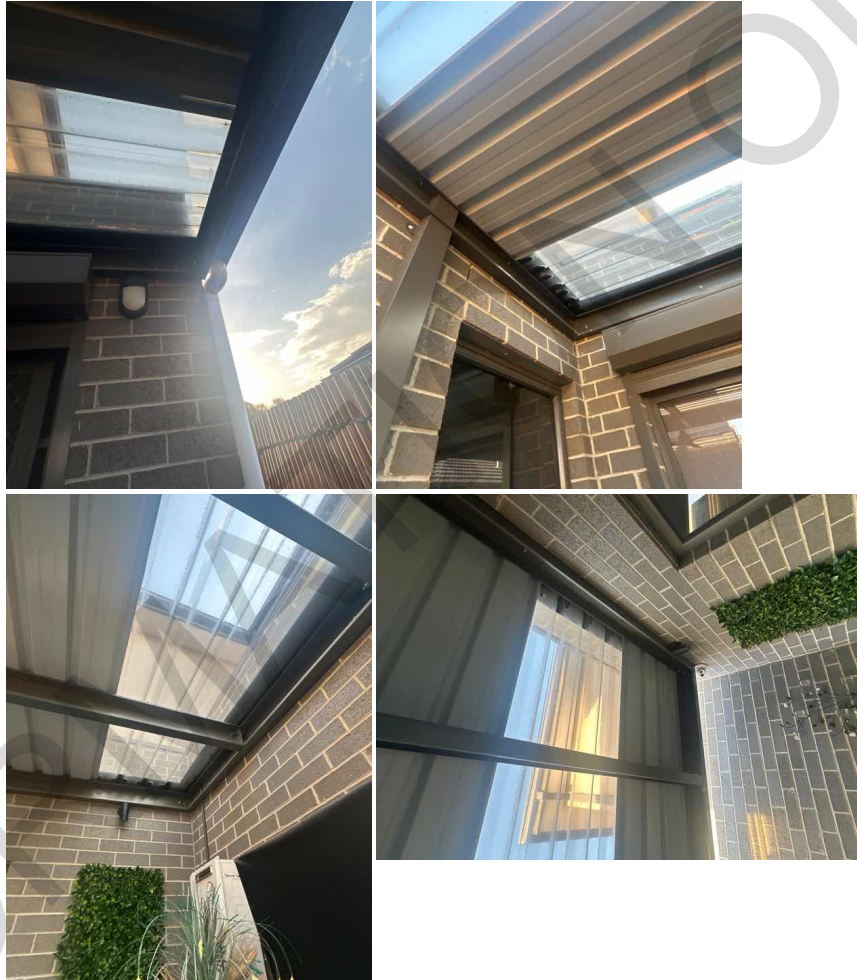
STAIRS- PERGOLA- BALCONIES-DECKS

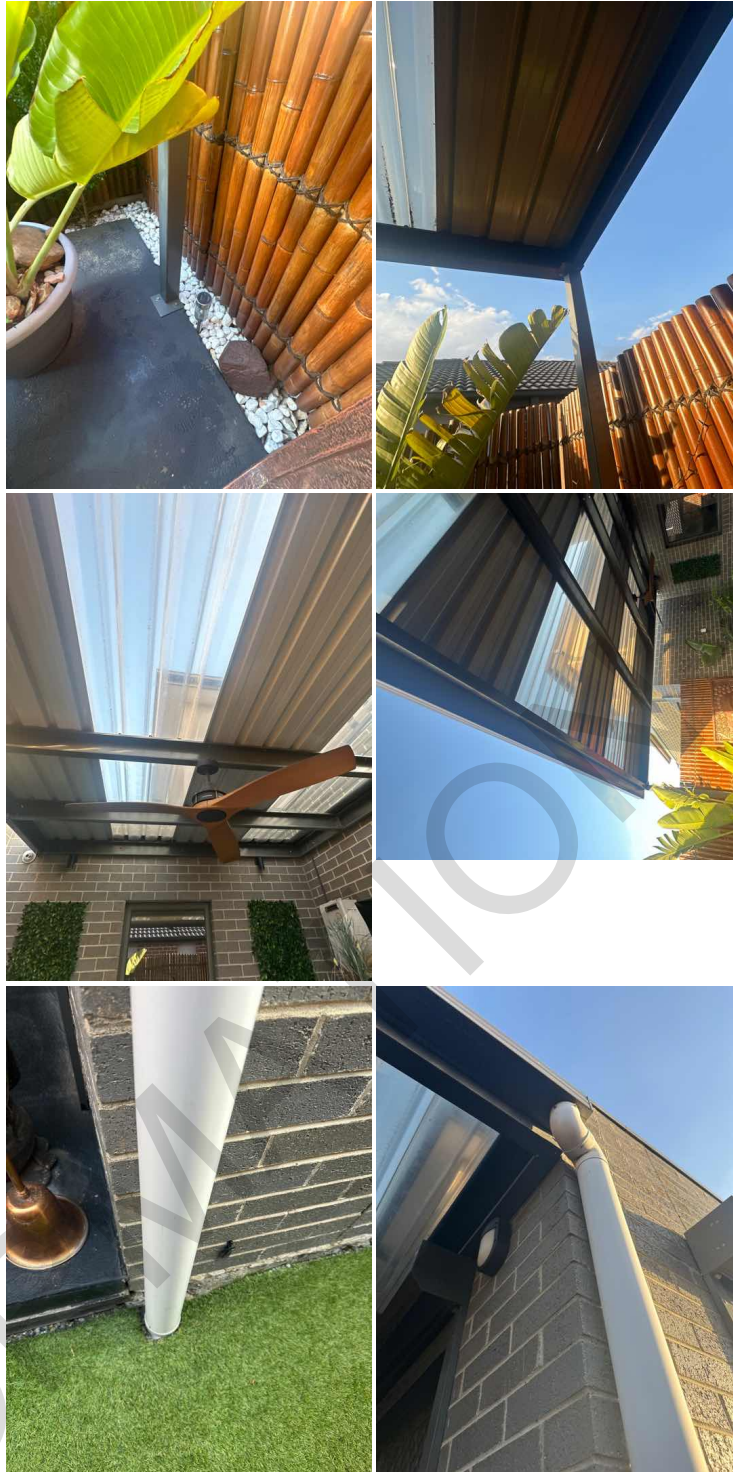
Pergola Findings

Overall Condition

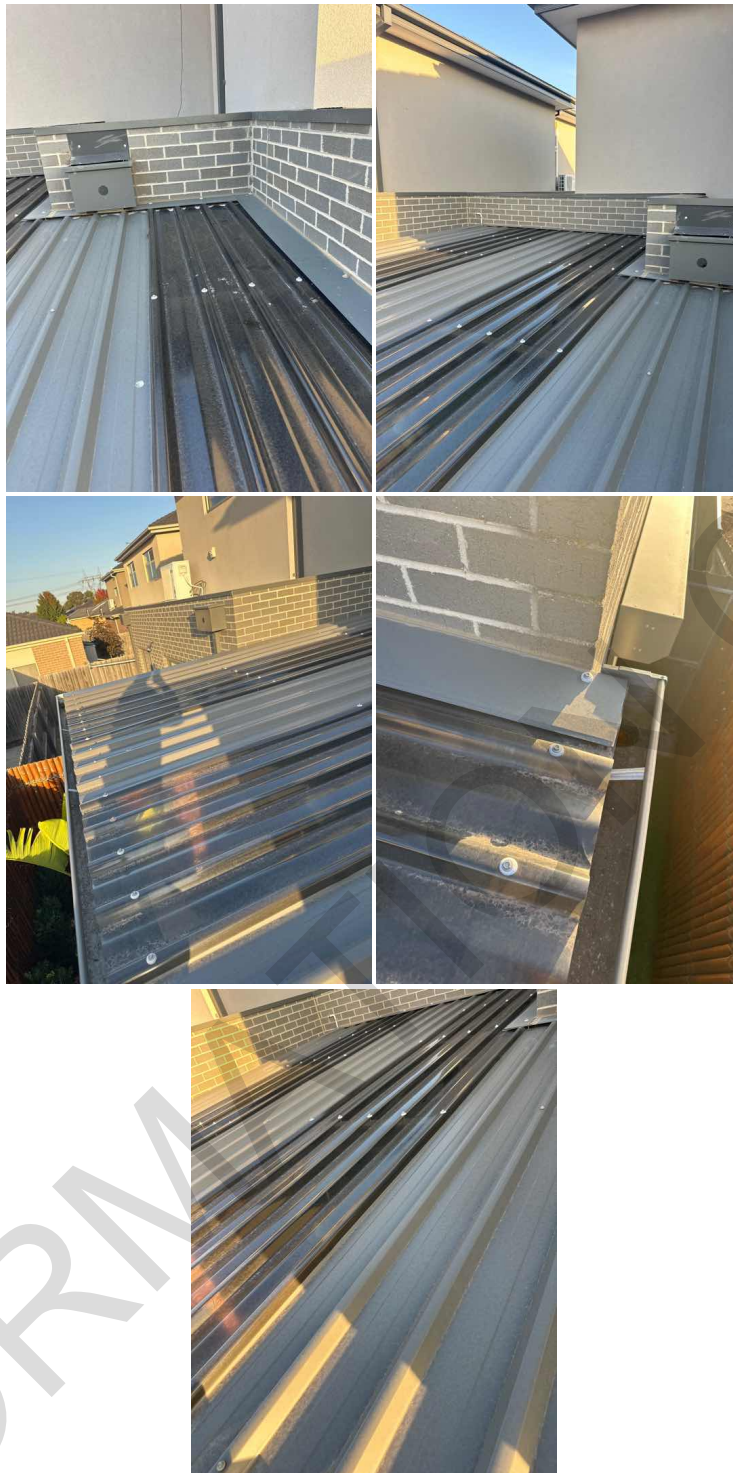
The Pergola is in a serviceable condition with no notable defects sighted.

Downpipe to pergola observed to be missing a support clip. the fitting is not adequately secured and may fail under load or during storm events. Rectification recommended in accordance with AS/NZS 3500.3:2021 to ensure compliance with stormwater drainage requirements.





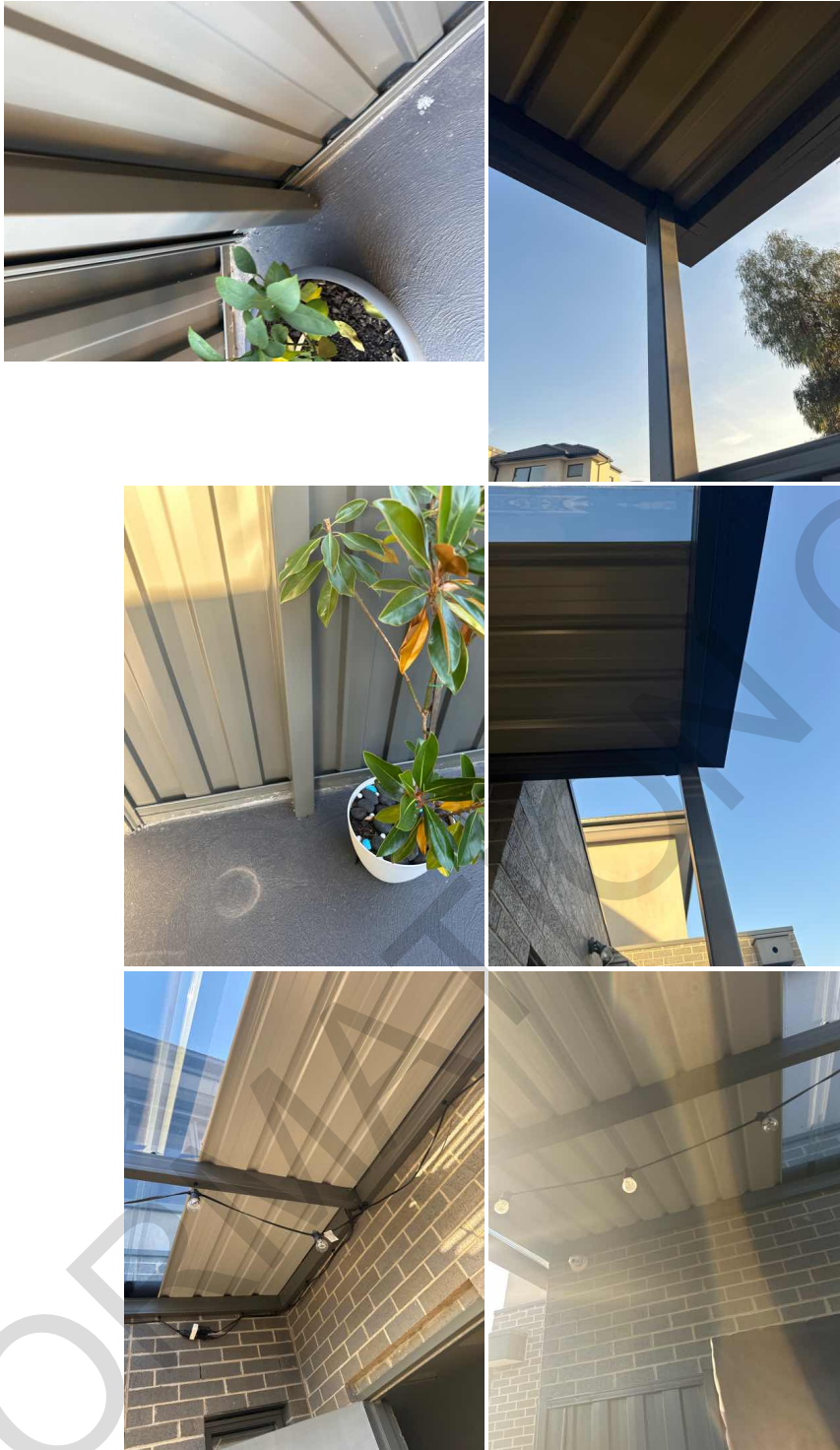
INFORMATION ONLY



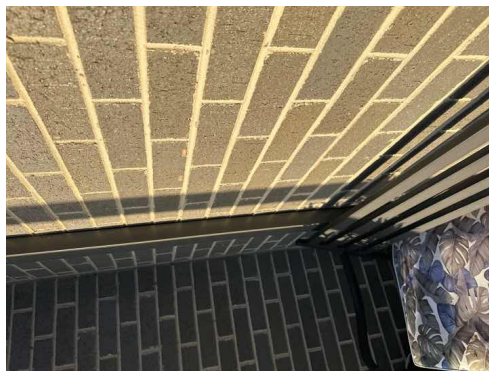
Pergola Findings(1)

Overall Condition

The Pergola is in a serviceable condition with no notable defects sighted.



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CONCLUSION

Condition Of Inspected Structure

Overall Condition

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The summary lists of Major and Minor defects included in this report are the opinion of the inspector, other inspectors or individuals may have a different opinion to what is a Minor or a Major Defect

The incidence of major and minor defects and overall condition in this residential building as compared with similar buildings is listed below.

Please refer to the **TERMS AND CONDITIONS** section of this report for definition

The incidence of Major Defects

No incidence of major defects was noted during our inspection.

The Incidence of Minor Defects

The incidence of minor defects in this residential building as compared with similar buildings is considered **LOW**

The Overall Condition Of This Dwelling

The overall condition of this residential dwelling in the context of its age, type and general expectations of similar properties is **AVERAGE**

INFORMATION ONLY

 **PROPERTY AND INSPECTION INFORMATION**

Weather at Inspection Area

Weather Conditions

The weather was Fine and Dry at the time of the building inspection.

Areas Where Full Inspection Restricted

Areas Inspected

Pergola

INFORMATION ONLY



TERMS AND CONDITIONS

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to a visual assessment of the building members in accord with appendix C AS4349.0-2007. This is a general appraisal only and cannot be relied on its own, further inspections by specialist trades is strongly recommended.

DEFINITIONS AND TERMINOLOGY

SERVICEABLE: The building material or component is in reasonable or serviceable condition for the age of the dwelling.

TRADESMAN: A defect or a number of defects were visible that will require assessment by a qualified trades person.

AGE: The component has deterioration due to ageing or lack of upkeep and or maintenance.

MONITOR: Some defects may require monitoring to ascertain if the defect will worsen, reappear or cause further problems.

STRATA - In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. This report does NOT include review of body corporate or similar records.

HIGH: The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

TYPICAL: The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

LOW: The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

ABOVE AVERAGE: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

AVERAGE: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

BELOW AVERAGE: The building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building.

SIGNIFICANT ITEMS: An item that must be reported in accordance with the scope of the inspection.

MAJOR DEFECT: A defect of sufficient magnitude requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

MINOR DEFECT: Any defect other than what is described as a Significant Item or major defect.

SAFETY HAZARD: A defect that presents unsafe conditions and must be reported as a Major defect.

ACCESSIBLE AREA: Is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

LIMITATION: A factor that prevents full or proper inspection of the building.

IMPORTANT INFORMATION

Important information regarding the scope and limitations of the inspection and this report. Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the scope and limitations of the inspection, form an integral part of the report.

The inspection comprised a visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time and date of the visual inspection. An estimate of the cost of rectification of defects is outside the scope of Australian Standard AS 4349 and does not form part of this report. If the property inspected is part of a Strata or Company Title, then the inspection is limited to the interior and the immediate exterior of that particular residential dwelling. The inspection does not cover common property. This report and any other attached report should not be relied upon if the contract of sale becomes binding for more than 30 days after the date of initial inspection. A re-inspection after this time is essential. Further, this report is not intended to be used as a marketing tool by and real estate agents and only the person named in the Client Information section of the report applied to as it is assumed and agreed that the person who orders the report is indeed the person purchasing the property inspected. Where a report is ordered on behalf of a Client it is assumed that the terms and condition and Pre Inspection Agreement have been fully explained to the Client by the person or company ordering the report.

We strongly advise that any cracking reported in this report should be referred to a structural engineer for further assessment and advice.

Acceptance Criteria: The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Limitations: This report is limited to a visual inspection of areas where safe and reasonable access is available and access permitted on the date and at the time of inspection. The Inspection will be carried out in accordance with AS4349.1-2007. The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date and time of inspection. Areas for Inspection shall cover all safe and accessible areas. It does not purport to be geological as to foundation integrity or soil conditions, engineering as to structural, nor does it cover the condition of electrical, plumbing, gas or motorised appliances. It is strongly recommended that an appropriately qualified contractor check these services prior to purchase. As a matter of course, and in the interests of safety, all prospective purchasers should have an electrical report carried out by a suitably qualified contractor. This report is limited to (unless otherwise noted) the main structure on the site and any other building, structure or outbuilding within 30m of the main structure and within the site boundaries including fences.

Safe and Reasonable Access: Only areas to which safe and reasonable access is available were inspected. The Australian Standard AS4349.1 defines reasonable access as "areas where safe, unobstructed access " is provided and the minimum clearances specified below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers. Reasonable access does not include the use of destructive or invasive inspection methods and does not include cutting or making access traps or moving heavy furniture, floor coverings or stored goods.

Roof Interior- Access opening = 400 x 500 mm - Crawl Space = 600 x 600mm - Height accessible from a 3.6m ladder.

Roof Exterior- Must be accessible from a 3.6m ladder placed on the ground.

1) **NOT A CERTIFICATE OF COMPLIANCE:** This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not depends too a large extent, upon the age and type of the building inspected. This report is not a certificate of compliance with the requirements of any act, regulation, ordinance or by-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.

2) **VISUAL INSPECTION:** This is a visual inspection only limited to those areas and sections of the property fully accessible and visible to the inspector on the date of inspection.

2A) Please refer to each individual area regarding sections that were incapable or being inspected. Please acknowledge the following.

This Firm **DOES NOT GUARANTEE IN ANY WAY** that there **ARE OR ARE NOT** any defects, termite damage or live termites in any areas **NOT ABLE** to be inspected. To obtain a full understanding of the report findings, it is essential you read the entire inspection report, including the information sections at the end of this report and I encourage you to call me if you have any queries at all before purchasing the inspected dwelling.

2B) Entering attics or roof voids that are heavily insulated can cause damage to the insulation and attic framing. Attics with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the attic is only partially accessed, thereby limiting the review of the attic area from the hatch area only. Inspectors will not crawl the attic area when they believe it is a danger to them or that they might damage the attic insulation or framing. There is a limited review of the attic area viewed from the hatch only in these circumstances.

2C) The roof covering will not be walked upon if in the opinion of the inspector it is not safe to do so. Generally issues that prevent roof access include, access height over 3 metres, steep pitch, wet/slippery surfaces, deteriorated covering. Not being able to walk a roof significantly limits our inspection which can result in hidden defects going undetected. The overall condition of the roofing and its components is an opinion of the general quality and condition of the roofing material. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. This report is issued in consideration of the foregoing disclaimer. The only way to determine whether a roof is absolutely water tight is to observe it during a prolonged rainfall. Many times, this situation is not present during the inspection. We offer no guarantee that the roof cladding or roof components such as flashing will not leak in the future.

2D) Limitations of the exterior inspection. This is a visual inspection limited in scope by (but not restricted to) the following conditions: A representative sample of exterior components was inspected rather than every occurrence of components. The inspection does not include an assessment of geological, geotechnical, or hydrological conditions, or environmental hazards. Screening, shutters, awnings, or similar seasonal accessories, fences, recreational facilities, outbuildings, seawalls, break-walls, docks, erosion control and earth stabilization measures are not inspected unless specifically agreed-upon and documented in this report. Please note - If any wall cracking/cracks/openings are found at this dwelling, we cannot offer any guarantee that any visible wall cracks will not widen or lengthen over time or in the future as this is impossible to predict. We strongly recommend you contact a practicing structural engineer for further advice.

2E) Timber framed windows can bind or stick. This can be seasonal due to the fluctuation in moisture content in timber. If binding or sticking continues minor adjustments may be required by a carpenter. Binding windows is not normally a major defect, however in some circumstances binding windows and doors can be directly related to some differential footings settlement. If any timber fungal decay on frames or deteriorated putty seals is noted, the consultant will not attempt to operate windows due to potential damage. Windows that are sticking, binding or paint stuck will also not be forced open. Water leaks to Windows and surrounds can not be determined in the absence of rain.

2F) Internal Inspections. Inspection to the upper-side of flooring of the internal inspection is normally restricted by carpets and or other floor coverings, cupboards/cabinets, joinery, finishes and fittings. Defects or timber pest damage may be present and not detected in areas where inspection was limited, obstructed or access was not gained. The condition of walls behind wall coverings, paneling and furnishings cannot be inspected or reported on. Only the general condition of visible areas is included in this inspection.

Where fitted. Wood burning and other forms of fireboxes are outside the scope of this inspection. We recommend you have these tested prior to purchase for peace of mind.

2G) Important note: Where any elevated structure (deck, balcony, veranda etc) is present, and this elevated structure is designed to accommodate people, you must have this structure checked by an engineer or other suitably qualified person. You should also arrange annual inspections of the structure by an engineer or other suitably qualified person to ensure any maintenance that may become necessary is identified. Care must be taken not to overload the structure. Nothing contained in this inspection should be taken as an indicator that we have assessed any elevated structure as suitable for any specific number of people or purpose. This can only be done by a qualified engineer. For the purpose of this report, the structure includes elevated decks, verandas, pergolas, balconies, handrails, stairs and children's play areas. Where any structural component of such a structure is concealed by lining materials or other obstructions, these linings or obstructions must be removed to enable an evaluation to be carried out by an appropriately qualified person.

3) CONCEALED DEFECTS: This report does not and cannot make comment upon: Defects that may have been concealed the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures and bath tubs, the absence of any leaks or dampness at the time of the inspection does not necessarily mean that the enclosure will not leak after use) the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighborhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

4) NO GUARANTEE: Accordingly this report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Such matters may upon request be covered under the terms of a special purpose property report.

5) SWIMMING POOLS: Swimming pools/spas are not part of the standard building report under as4349.1-2007 And are not covered by this report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in finds for non compliance under the legislation.

6) SURFACE WATER AND DRAINAGE: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and storm water run off and have the water directed away from the house or to storm water pipes by a licensed drainage plumber. The general adequacy of site drainage is not included in the standard property inspection report. Comments on surface water drainage are limited as where there has been either little or no rainfall for a period of time, surface water drainage may appear to be adequate but then during periods of heavy rain, may be found to be inadequate. Any comments made in this report are relevant only to the conditions present at the time of inspection. It is recommended that a smoke test be obtained to determine any illegal connections, blocked or broken drains.

- 7) **SHOWER RECESSES:** Tests may be made on shower recesses to detect leaks (if water is connected). The tests may not reveal leaks or show incorrect waterproofing if silicone liquid or masonry sealant has been applied prior to the inspection. Such application is a temporary waterproofing measure and may last for some months before breaking down. The tests on the shower recesses are limited to running water within the recesses and visually checking for leaks. As showers are only checked for a short period of time, prolonged use may reveal leaks that were not detected at the time of inspection. No evidence of a current leak during inspection does not necessarily mean that the shower does not leak.
- 8) **GLASS CAUTION:** Glazing in older houses (built before 1978) may not necessarily comply with current glass safety standards AS1288. In the interests of safety, glass panes in doors and windows especially in traffic-able areas should be replaced with safety glass or have shatterproof film installed unless they already comply with the current standard.
- 9) **STAIRS AND BALUSTRADES:** Specifications have been laid down by the Australian Building Code – Section 3.9 covering stairs, landings, balustrades to ensure the safety of all occupants and visitors in a building. Many balustrades and stairs built before 1996 may not comply with the current standard. You must upgrade all such items to the current standard to improve safety.
- 10) **RETAINING WALLS:** Where retaining walls are more than 700mm high these wall/s should have been installed with engineering design and supervision. Walls found on the site were not assessed and the performance of these walls is not the subject of a standard property report and should be further investigated with regard to the following items, adequate drainage systems, adequate load bearing, correct component sizing and batter.
- 11) **ROOMS BELOW GROUND LEVEL:** If there are any rooms under the house or below ground level (whether they be habitable or non-habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make their own enquiries with the Council to ascertain if approval was given.
- 12) **ASBESTOS DISCLAIMER :** No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.
- 13) **MOULD (mildew and non-wood decay fungi) disclaimer:** Mildew and non wood decay fungi is commonly known as mould. However, mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for mould was carried out at the property and no report on the presence or absence of mould is provided.
- 14) **MAGNESITE DISCLAIMER:** No inspection for magnesite flooring was carried out at the property and no report on the presence or absence of magnesite flooring is provided. You should ask the owner whether magnesite flooring is present and/or seek advice from a structural engineer.
- 15) **ESTIMATING DISCLAIMER:** No estimate is provided in this report. We strongly recommend you obtain quotes for repairs from licensed tradesman prior to a decision to purchase.
- 16) **DISCLAIMER OF LIABILITY:** No liability shall be accepted on an account of failure of the report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the inspector (including but not limited to or any area(s) or section(s) so specified by the report) Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Compensation is limited to the price of the report initially paid by the claimant named in the report as the "CLIENT"
- 17) **DISCLAIMER OF LIABILITY TO THIRD PARTIES:** Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk.

18) COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

OTHER RECOMMENDED INSPECTIONS

Electrical installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The inspection of any electrical item is outside the scope of this report.

Plumbing: All plumbing needs to be inspected and reported on by a plumber.

Hot water service: All hot water services need to be inspected and reported on by a plumber and/or electrician.

Gas: All gas services need to be inspected and reported on by a gas plumber.

Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician.

Smoke Alarm: Australian standard AS3786 advises that smoke alarms are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or to install smoke alarms.

The septic tanks: Should be inspected by a licensed plumber.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground.

Contact the inspector

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: Ejaz Hussain

Contact the Inspector on: 0469864045

For and on Behalf of: Ausgun Building inspections

Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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