

# CONTRACT OF SALE

**VENDORS: SALVATORE RANDONE AND CATERINA RANDONE**

**PROPERTY: 29 WOTAN DRIVE, EPPING VIC 3076**



HOME CONVEYANCING RESERVOIR  
288 BROADWAY, RESERVOIR 3073  
PH 9460 9400  
REF: 25309

# CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: 29 WOTAN DRIVE, EPPING VIC 3076

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions;

In that order of priority

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at 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 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of 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 this contract of sale 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** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

### SIGNED BY THE PURCHASER .....

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

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

### SIGNED BY THE VENDOR .....

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

Print name of person signing **SALVATORE RANDONE and CATERINA RANDONE** .....

State nature of authority if applicable (e.g. '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 ESTATE AGENT

**HARCOURTS RATA & CO**  
**Unit 1, 337 SETTLEMENT ROAD, THOMASTOWN VIC 3074**

Tel: 9465 7766

Ref:

Email: sold@rataandco.com.au

### VENDOR

**SALVATORE RANDONE AND CATERINA RANDONE**

Tel:

Ref:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**HOME CONVEYANCING RESERVOIR**  
**Of 288 BROADWAY, RESERVOIR VIC 3073**

Tel: (03) 9460 9400

Ref: 25309

Email: lydia@homeconveyancing.com.au

### PURCHASER

Of

Tel:

Ref:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

### PROPERTY ADDRESS

**29 WOTAN DRIVE, EPPING VIC 3076**

### LAND (General Conditions 3)

The land is described in the table below –

|                                |                  |                 |
|--------------------------------|------------------|-----------------|
| Certificate of Title reference | Being Lot 20     | On Plan 436986R |
| <b>Volume 10585</b>            | <b>Folio 789</b> |                 |

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

### PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ \_\_\_\_\_

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

**GST**

(General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**GST – RESIDENTIAL WITHHOLDING PAYMENT**

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

**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 to the purchaser of registration of the plan.

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

**LOAN**

(refer to general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

**SPECIAL CONDITIONS**

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 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

- 2.1 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in 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.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 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

The transfer of land document 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

## 7. DUTIES ONLINE SETTLEMENT STATEMENT

The Vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The Purchaser will sign the DOLSS no later than 7 days prior to settlement.

## 8. RELEASE OF SECURITY INTEREST

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

## 9. BUILDER WARRANTY INSURANCE

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

## 10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- However, unless otherwise agreed:
- (d.) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e.) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition '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.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

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

#### TRANSACTIONAL

##### 16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

##### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

##### 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 in the case of a default by a proprietary limited company purchaser.

##### 20. GUARANTEE

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

## 21. NOTICES

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

## 22. INSPECTION

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

## 23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## DEFAULT

### 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**

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

## **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "EC"

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
  - (a). be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b). ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c). conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
  - (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
  - (a). electronically on the next business day; or
  - (b). at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The purchaser must before settlement:
  - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
  - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
  - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
  - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
  - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.
- 1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**

General Condition 12.4 is added:

12.4 Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The calculation of adjustments shall be apportioned on the value of the land sold disregarding any statutory benefit or exemption.
- 6.3 The Statement of Adjustments will be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

7. **Notices**

General Condition 21 is replaced with the following:

**21.NOTICES**

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

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

**10. Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

**11. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

**12. Default**

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

**13. Cancellation and or Re-Scheduling**

- (a). The Purchaser, if in default of the Contract, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable and deemed as foreseeable losses;
- (b). The Purchaser, if in default of the Contract, will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges, if in default of the Contract, requires a paper settlement after being agreed to be effected electronically, the Purchaser will be liable for the Vendors costs for converting to a paper settlement including re-attendance and re-scheduling fees.

**14. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

**15. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

**16. Auction**

When the property is offered for sale by public auction the sale is 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.

**17. Release of Security – General Condition 8**

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## Foreign Resident Capital Gains Withholding;

18. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 18.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 18.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 18.3 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 18.4 The purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
- (b) Ensure that the representative does so.
- 18.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must;
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (b) Promptly provide the vendor with proof of payment; and
- (c) Otherwise comply, or ensure compliance with, this special condition; despite
- (d) Any contrary instructions, other than from both the purchaser and the vendor; and
- (e) Any other provision in this contract to the contrary.
- 18.6 The representative is taken to have complied with the obligations if;
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 18.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the date of settlement.
- 18.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 18.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

## 19. GST Withholding Payments and Notifications

- 19.1 In this Special Condition 20.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
- (b) **Commissioner** has the meaning given to that term in the TA Act;
- (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) **Operative Date** means 1 July 2020.
- (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
- (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 19.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 19.3 Subject to Special condition 20.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 19.4 Subject to Special Condition 20.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchaser's Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 20.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 19.5 This special condition will not merge on settlement.

20. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed and agreed to.

21. **Purchaser's Acknowledgement**

- 21.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 21.2 The Purchaser also acknowledges that they are purchasing the property;
- a. In its present condition and state of repair;
  - b. Subject to any and all defects latent or patent;
  - c. Subject to any and all infestations; and;
- 21.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendor's position from signing of the Contract to settlement date.
- 21.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 21.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

22. **Industry Christmas Holiday Period**

The due date for settlement stipulated in the Particulars of Sale must not be between 22<sup>nd</sup> December 2023 and 15<sup>th</sup> January 2024 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition will prevail and have the effect of altering the due date for settlement to read 16<sup>th</sup> January 2024.



## **VENDORS SECTION 32 STATEMENT**

Vendor: SALVATORE RANDONE AND CATERINA RANDONE

Property: 29 WOTAN DRIVE, EPPING VIC 3076

### **HOME CONVEYANCING RESERVOIR PTY LTD**

288 Broadway, Reservoir VIC 3073

Phone: (03) 9460 9400

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

**Vendor: SALVATORE RANDONE AND CATERINA RANDONE**

**Property: 29 WOTAN DRIVE, EPPING VIC 3076**

**1. FINANCIAL MATTERS IN RESPECT OF THE LAND**

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1.1 Are contained in the attached certificate/s.  
Are as follows:

**Authority**

1. City Of Whittlesea
2. Yarra Valley Water
3. State Revenue Office land tax, if any applicable.

Land Tax may be applicable if land exceeds \$250,000.00 or a change of use occurs. The Purchaser will remain liable for any adjusted increase if a new assessment is issued. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

**2. INSURANCE DETAILS IN RESPECT OF THE LAND**

- 2.1 If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

- No such insurance has been effected.

- 2.2 If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

- No such insurance has been effected.

**3. MATTERS RELATING TO LAND USE**

- 3.1 Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- a. Description: As contained in the attached copy document(s).
- b. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None to the Vendors knowledge.

3.2 This land IS NOT within a bushfire prone area within the meaning of the regulations made under the ***Building Act 1993***.

3.3 There IS access to the property by road.

3.4 In the case of land to which a planning scheme applies a statement specifying—

a. name of the planning scheme: City Of Whittlesea Planning Scheme

b. name of the responsible authority: City Of Whittlesea

As contained in the attached certificate/s.

#### **4. NOTICES MADE IN RESPECT OF LAND**

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

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.2 Whether there are 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:

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.3 Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

#### **5. BUILDING PERMITS**

5.1 Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

- No such Building permit has been granted to the Vendor's knowledge.

#### **6. INFORMATION RELATING TO ANY OWNERS CORPORATION**

The land IS NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

7.1 There IS NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

## 8. DISCLOSURE OF NON-CONNECTED SERVICES

8.1 The following services are **NOT** connected to the land—

- a. Telephone services.

## 9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

- a. In the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- b. In any other case, a copy of—
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- c. If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;
- d. In the case of land that is subject to a subdivision—
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- e. In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* –
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
  - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- f. In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed –
  - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

The day of this Statement is the .....day of .....20

Signed by the Vendor(s)

.....  
.....

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is the .....day of.....20

Signed by the Purchaser(s)

.....  
.....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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

Page 1 of 1

VOLUME 10585 FOLIO 789

Security no : 124109570033R  
Produced 05/10/2023 04:55 PM

**LAND DESCRIPTION**

Lot 20 on Plan of Subdivision 436986R.  
PARENT TITLE Volume 10432 Folio 706  
Created by instrument PS436986R 05/06/2001

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
SALVATORE RANDONE  
CATERINA RANDONE both of 29 WOTAN DRIVE EPPING VIC 3076  
AH253914E 27/05/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT AB605374E 04/10/2002

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  
X394433Y 30/03/2001

**DIAGRAM LOCATION**

SEE PS436986R 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: 29 WOTAN DRIVE EPPING VIC 3076

DOCUMENT END

# Imaged Document Cover Sheet

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|   |                         |
|---|-------------------------|
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| Document Identification                         | <b>PS436986R</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>2</b>                |
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|----------------------------|--------------------|----------------------------------|----------------------------------|
| <b>PLAN OF SUBDIVISION</b> | Stage No.<br><hr/> | LTO use only<br><b>EDITION 1</b> | Plan Number<br><b>PS 436986R</b> |
|----------------------------|--------------------|----------------------------------|----------------------------------|

**Location of Land**

Parish: MORANG

Township:

Section: 8 (PART)

Crown Allotment:

Crown Portion:

LTO Base Record: DCMB

Title Reference: VOL 10432 FOL 706

Last Plan Reference: LP 215919G LOT 1

Postal Address: McDONALDS ROAD  
(at time of subdivision) EPPING

AMG Co-ordinates E 328175 Zone: 55  
(of approx. centre of land in plan) N 5831200

**Council Certification and Endorsement**

Council Name: WHITTLESEA CITY COUNCIL Ref: 604873

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.~~

**OPEN SPACE**

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

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

(iii) ~~The requirement is to be satisfied in Stage.....~~

Council Delegate  
~~Council Seal~~  
Date 18 / 5 / 2000

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~  
~~Council Seal~~  
~~Date / /~~

**Vesting of Roads and/or Reserves**

| Identifier   | Council/Body/Person     |
|--------------|-------------------------|
| ROAD R1      | WHITTLESEA CITY COUNCIL |
| RESERVE No 1 | WHITTLESEA CITY COUNCIL |
| RESERVE No 2 | WHITTLESEA CITY COUNCIL |

**Notations**

**Staging** This ~~is~~ is not a staged subdivision Planning Permit No.

**Depth Limitation** DOES NOT APPLY

TANGENT POINTS ARE SHOWN THUS:

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

This survey has been connected to permanent marks no(s) MMB 8090  
In Proclaimed Survey Area No.

**Easement Information**

| Subject Land | Purpose             | Width (metres) | Origin    | Land Benefited/In Favour Of   |
|--------------|---------------------|----------------|-----------|---|
| E-1          | DRAINAGE & SEWERAGE | SEE DIAG       | THIS PLAN | LOTS ON THIS PLAN<br>WHITTLESEA CITY COUNCIL<br>YARRA VALLEY WATER                        |
| E-1          | DRAINAGE            | SEE DIAG       | THIS PLAN |   |
| E-1          | SEWERAGE            | SEE DIAG       | THIS PLAN |   |
| E-2          | ELECTRICITY SUPPLY  | SEE DIAG       | THIS PLAN | TXU ELECTRICITY LTD   |
| E-3          | DRAINAGE & SEWERAGE | SEE DIAG       | THIS PLAN | LOTS ON THIS PLAN<br>WHITTLESEA CITY COUNCIL<br>YARRA VALLEY WATER<br>TXU ELECTRICITY LTD |
| E-3          | DRAINAGE            | SEE DIAG       | THIS PLAN |   |
| E-3          | SEWERAGE            | SEE DIAG       | THIS PLAN |   |
| E-3          | ELECTRICITY SUPPLY  | SEE DIAG       | THIS PLAN |   |

**LTO use only**

Statement of Compliance/  
Exemption Statement

Received

Date 31 / 5 / 01

**LTO use only**

PLAN REGISTERED  
TIME 9:10 A.M.  
DATE 5 / 6 / 01

Assistant Registrar of Titles

Sheet 1 of 2 sheets

**Bosco Jonson Pty Ltd**  
A.C.N 080 522 256  
71 Palmerston Crescent South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE ..... DATE 27 / 4 / 2000

REF 2041003 27/04/00 VERSION D  
DWG 204100ED

DATE 18 / 5 / 00

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

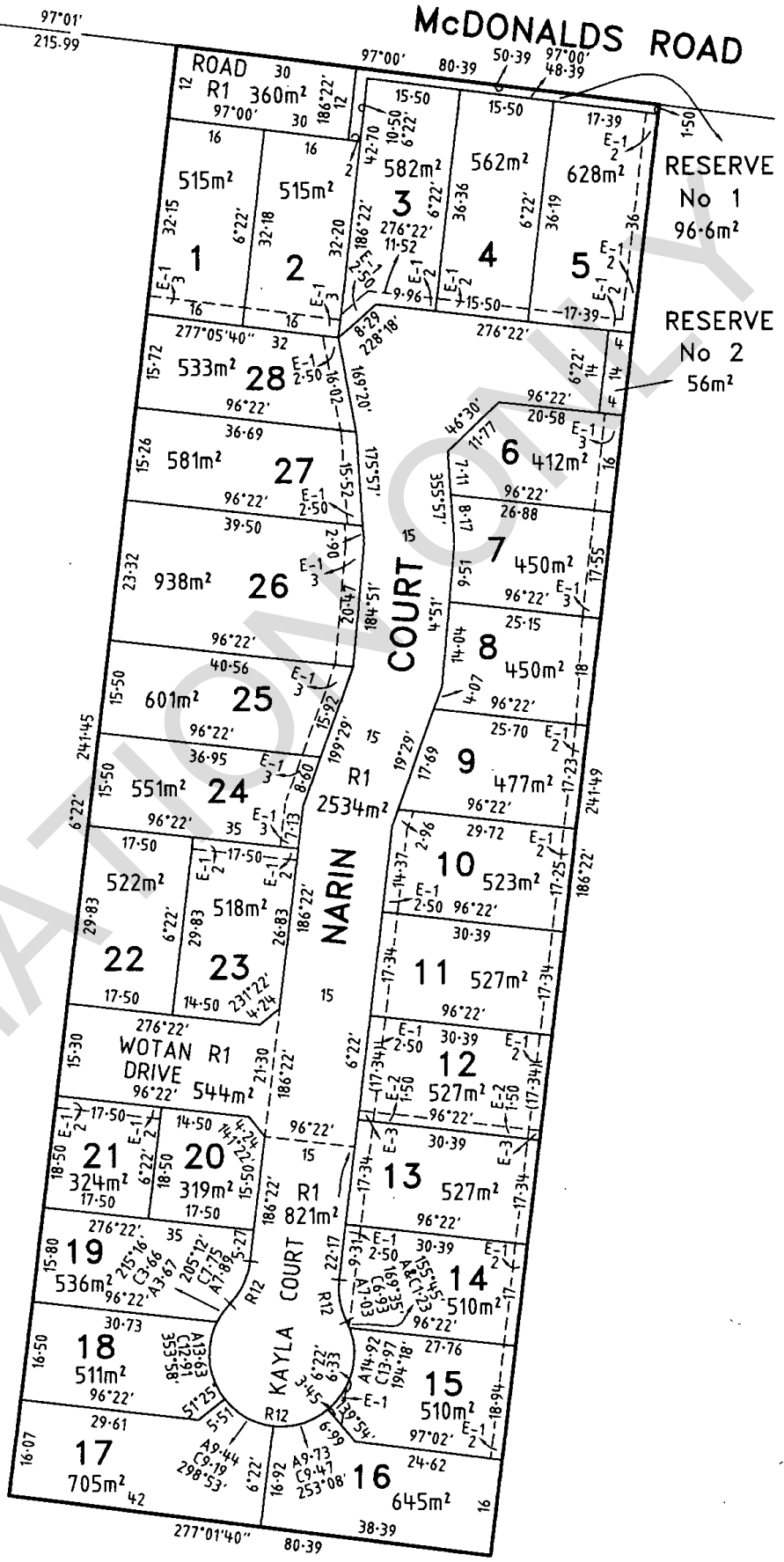
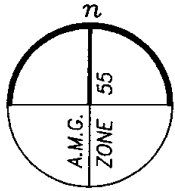
Stage No.

Plan Number

PS 436986R

PINDARI AVENUE

McDONALDS ROAD



**Bosco Jonson Pty Ltd**  
 A.C.N 080 522 256  
 71 Palmerston Crescent South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel (03) 9699 1400 Fax (03) 9699 5992



Sheet 2 of 2 sheets

ORIGINAL SCALE

SCALE SHEET SIZE: 1:800 A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE ..... DATE 27 / 4 / 2000

REF 2041003 27/04/00 VERSION D

DWG 204100ED

DATE 18 / 5 / 2000

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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| Document Identification                         | <b>AB605374E</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>06/10/2023 09:32</b> |

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# TRANSFER OF LAND

## Section 45 Transfer of Land Act 1958

Lodged by:  
 Name: Meador Bayly  
 Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Ref.: \_\_\_\_\_  
 Customer Code: 3932E



AB605374E

04/10/2002 \$241 45

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

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

Land: *(volume and folio reference)*  
 CERTIFICATE OF TITLE VOLUME 10585 FOLIO 789

Estate and Interest: *(e.g. "all my estate in fee simple")*  
 ALL MY ESTATE IN FEE SIMPLE

Consideration:  
 \$61,000.00

DAB605374E-1-7

Transferor: *(full name)*  
 AYEVLA INVESTMENTS PTY LTD (ACN 085 358 452) KEMAL ENTERPRISES PTY LTD (ACN 085 358 461) BENARIN HOLDINGS PTY LTD (ACN 054 869 000)

Transferee: *(full name and address including postcode)*

O & M CONSTRUCTION PTY LTD (ACN \_\_\_\_\_) of 15 Maculata Grove, Bundoora 3083

828  
4  
10  
 2002

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

The Purchaser hereby covenants and agrees with the Vendor that it will incorporate in the transfer from the Vendor to the Purchaser of the Lot hereby sold a covenant in the form or to the effect of that set out as follows :

See A1 over

Continued on T2 Page 2

Approval No. 571007L      ORDER TO REGISTER  
 Please register and issue title to

# T2



Signed \_\_\_\_\_ Cust. Code: \_\_\_\_\_

- 4 OCT 2002

### STAMP DUTY USE ONLY

| Suburban Title Searchers |   |
|--------------------------|---|
| This stamp is            | ABN 86 827 282 884                                  |
| SRO                      | Victorian Duty \$..... <u>6,1264</u> AP 375         |
| Property                 | Consideration / Advance \$..... <u>61,000</u>       |
| NOT TO BE COPIED         | Victorian Assets %..... Section.....                |
|                          | Original / Counterpart / Collateral / Upstamp       |
|                          | Transaction No..... <u>413/2002</u>                 |
|                          | Endorsing Date: <u>9 11 02</u>                      |
|                          | Signature..... <u>Boise Cascade Office Products</u> |

THE BACK OF THIS FORM MUST NOT BE USED

# ANNEXURE PAGE

Transfer of Land Act 1958



Approved Form A1  
Victorian Land Titles Office

This is page 2 of Approved Form T2 dated 3/10/02 between

Signatures of the parties between Ayevla Investments Pty Ltd (ACN 085 358 452) Kemal Enterprises Pty Ltd (ACN 085 358 461) Benarin Holdings Pty Ltd (ACN 054 869 000) as transferor and O & M Construction Pty Ltd ( ) as transferee

### Panel Heading

“With the intent that the benefit of each covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision 436986R other than the lot hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the lot hereby transferred and every part thereof the said Purchaser HEREBY for himself and his transferees executors administrators and assigns as a separate covenant COVENANTS with the said Transferors and other the registered proprietor or proprietors for the time being of each lot on Plan of Subdivision No. 436986R and every part thereof other than the lot hereby transferred that the said Transferee and his respective heirs executors administrators and transferees shall not erect or cause or permit to be erected or remain erected on the land hereby transferred or any part thereof any building other than :

- A. unless the transferee is the Transferee of Lot 23 or Lot 5 (to which this condition shall not apply) :
  - A (I) single dwelling house, and
- B. unless the Transferee is the Transferee of Lots 5-8 (inclusive), Lot 20, 21 and 23 (to whom this restriction in paragraph B shall not apply) any single dwelling house on the property must have an interior floor area of not less than 150 square metres calculated by excluding the area of any carport, garage, terrace, pergola or verandah; and
- C. I) no building on the property shall have not less than 75% of all external walls (save for windows, doors, fascia and gables) of brick or masonry, and further the Transferee shall not
  - ii) permit outbuildings to be other than of brick, tiles or colourbond, (save that any outbuilding having front external walls facing a street or road is to be brick or masonry only).

AND IT IS REQUESTED that each covenant be set out as an encumbrance on the Certificate of Title to be issued pursuant to this Transfer”.

This condition shall not merge or be extinguished by or upon completion of this contract.

AD initial

T.L. K. T.K. M/L  
x x x

Approval No. 18170111L

# A1



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

panel of the Approved

**AB605374E**

04/10/2002 \$241 45

# ANNEXURE PAGE

## Transfer of Land Act 1958



DAB605374E-3-3

Approved Form A1  
Victorian Land Titles Office

This is page 3 of Approved Form T2 dated 3/10/20 between

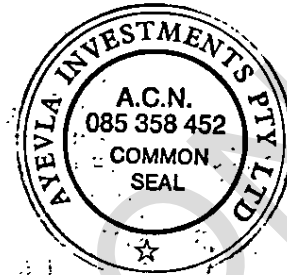
Signatures of the parties between Ayevla Investments Pty Ltd (ACN 085 358 452) Kemal Enterprises Pty Ltd (ACN 085 358 461) Benarin Holdings Pty Ltd (ACN 054 869 000) as transferor and O & M Construction Pty Ltd ( ) as transferee

### Panel Heading

The Common Seal of AYEVLA INVESTMENTS PTY LTD (ACN 085 358 452) was affixed in the presence of authorised persons :

Director : Tamer Kemal  
Full Name : TAMER KEMAL  
Address : 2 RUSH PLACE WARRANDYTE 3113

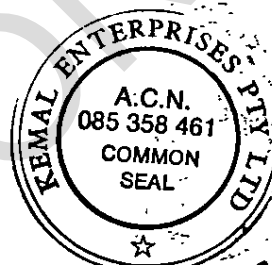
Secretary : M  
Full Name : TURGAY RAIF  
Address : 11 ESKDALE COURT NORTH ELLIHAM 3095



The Common Seal of KEMAL ENTERPRISES PTY LTD ACN 085 358 461 was affixed in the presence of authorised persons :

Director : Tamer Kemal  
Full Name : TAMER KEMAL  
Address : 2 RUSH PLACE WARRANDYTE 3113

Secretary : T.K  
Full Name : TAMER KEMAL  
Address : 280 CANTERBURY RD, S. KILDA 3182



The Common Seal of BENARIN HOLDINGS PTY LTD ACN 054 869 000 was affixed in the presence of authorised persons :

Director : M  
Full Name : TURGAY RAIF  
Address : 11 ESKDALE COURT, NORTH ELLIHAM 3095

Secretary : Tamer Kemal  
Full Name : TAMER KEMAL  
Address : 2 RUSH PLACE WARRANDYTE 3113



*Executed by O & M Construction Pty Ltd by being signed by those persons who are authorised to sign for the company.*

The Common Seal of O & M CONSTRUCTIONS PTY LTD (ACN ) was affixed in the presence of authorised persons :

Director : Mehmet Ibrahim  
Full Name : OZEN DJEMILA  
Address : 10 S. TERNIFFER DR DELAHEY

Secretary : Mehmet Ibrahim  
Full Name : Mehmet Ibrahim  
Address : 15 Macabata Grove, Bundoora.

Approval No. 18170111L

# A1



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

## AB605374E



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| Number of Pages<br>(excluding this cover sheet) | <b>12</b>               |
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WITHDRAWN  
22 FEB 2001

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112000 4150 473  
**X394433Y**  
300301 1345 173 \$0

*Tony French*  
*836R*

NAME: APPLICATION FOR RECORDING OF AN AGREEMENT  
SECTION 181 (1) PLANNING & ENVIRONMENT ACT

FEE: Miscellaneous Item 7 Transfer of Land Regulations



STAMP DUTY: Not payable

FORM: Form 9.1- Planning and Environment Act Regulations

LODGING REQUIREMENTS: Application  
Copy of agreement  
Certificate of title not required  
If agreement is made under section 21(1) (b) or section 17 (2) ~~(c)~~ Subdivision Act 1988 this form of application may be used.

*+ Agreement*

Application by

Kemal Enterprises Pty Ltd  
(ACN 085 358 461),  
Ayevla Investments Pty Ltd  
(ACN 085 358 452) and  
Benarin Holdings Pty Ltd  
(ACN 054 869 000)

Responsible Authority,  
Relevant Authority,  
Referral Authority or Council  
for the making of a recording of an  
agreement  
Section 181 (1) Planning and  
Environment Act 1987



Lodged by:  
Name:  
Phone:  
Address:

Tony French Solicitors  
Tony French  
9387 2944  
492 Rathdowne Street,  
North Carlton 3054

**INDEXED**  
**16 JUL 2001**

Ref: *836 R*  
Customer Code:

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume ~~10432 Folio 706~~ *10585-770 to 797*

Authority or Council: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang 3752

Section and Act under which agreement is made: *173*

A copy of the agreement is attached to this application

Date: *11/12/00*

Signed

*[Signature]*  
GRAEME BREWSTER  
CHIEF EXECUTIVE OFFICER  
Applicants by *[Signature]*

TONY FRENCH  
504 Rathdowne Street, North Carlton, 3054  
A natural person who is a current practitioner within the meaning of the Legal Practice Act 1996

THO 27.6.2001  
T7PP

**AGREEMENT MADE UNDER SECTION 173 OF THE  
PLANNING & ENVIRONMENT ACT 1987**

THIS AGREEMENT is made the 16<sup>th</sup> day of OCTOBER 2000

**BETWEEN: WHITTLESEA CITY COUNCIL**  
of Civic Centre, Ferres Boulevard. South Morang in  
the State of Victoria (the "Council")

**AND KEMAL ENTERPRISES Pty Ltd (ACN 085 358 461)  
AYEVLA INVESTMENTS Pty Ltd (ACN 085 358 452) and  
BENARIN HOLDINGS Pty Ltd (ACN 054 869 000) all of**  
  
(As the Owners")



**RECITALS:**

- A. As the Owners of the land comprised and described in the land 231-239 McDonalds Road, Epping, such as Planning Permit 705637, being part of the land described in Certificate of Title Volume 10432 Folio 706.
- B. The Council is the responsible authority under the Act for the administration and enforcement of the Whittlesea Planning Scheme, which applies to the Land.
- C. To enable the Land to be used and/or developed as a residential subdivision the Council has declared that an Agreement of the type described in Section 173 of the Act be entered into.
- D. On the 8th day of May 2000 the responsible authority issued Planning Permit No 705637 the responsible authority resolved to amend the Planning Permit (the said permit being hereinafter referred to as "the permit") permitting subdivision of the land comprising 28 lots subject to conditions in accordance with the endorsed plan prepared by Labuan Developments Pty Ltd (hereinafter referred to as "the endorsed plan").
- E. The permit provides as follows:-
  - "19. Prior to issue of the statement of compliance the developer must enter into an agreement with Council pursuant to Section 173 of the Planning and Environment Act 1987 or place a restrictive covenant on plans of subdivision, which requires the future maintenance and repair of all fences abutting any open space or tree reserve to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve)."
- F. The Land abutts open space.

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- G. The parties enter this Agreement:
  - (a) to give effect to the conditions in the Permit;
  - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Whittlesea Planning Scheme in respect to the Land in the vicinity of it; and
  - (c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.

**THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**Part 1- INTRODUCTION AND INTERPRETATION**



DX394433Y-3-9

**1.1 OPERATION**

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owners acknowledge that this Agreement is made under Division 2 Part ( and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the Land.

**1.2 DEFINITIONS**

In this Agreement, unless the contrary intention appears:

"Act" means the Planning and Environment Act 1987;

"Whittlesea includes any planning control in the Planning Scheme" form of or similar to a planning scheme and being a successor to the Whittlesea Planning Scheme.

"Development" when used as a noun means the use or development of the Land proposed by the Permit:

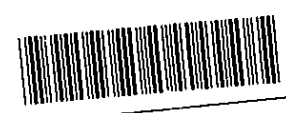
"Land" means the Land described in Recital A:

"Obligation" includes covenant, liability or entitlement for a person to do something

"Permit" means the planning permit as amended described in Recital D:

"Person" includes a body politic or corporate as well as an individual.

~~X213358F~~  
141200 1458 173





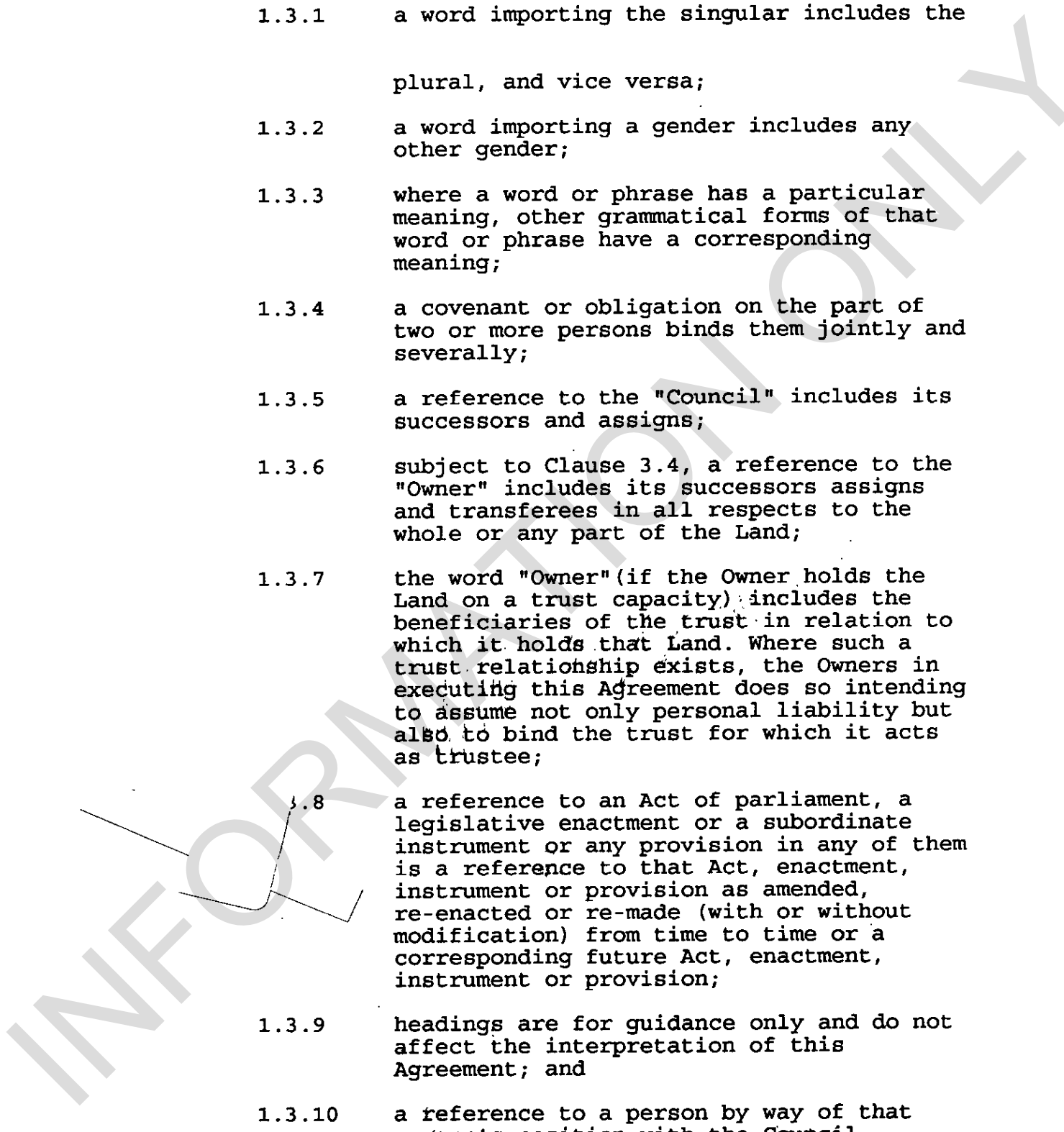
DX394433Y-4-6

1.3

INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 1.3.1 a word importing the singular includes the plural, and vice versa;
- 1.3.2 a word importing a gender includes any other gender;
- 1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- 1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.5 a reference to the "Council" includes its successors and assigns;
- 1.3.6 subject to Clause 3.4, a reference to the "Owner" includes its successors assigns and transferees in all respects to the whole or any part of the Land;
- 1.3.7 the word "Owner" (if the Owner holds the Land on a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust relationship exists, the Owners in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;
- 1.3.8 a reference to an Act of parliament, a legislative enactment or a subordinate instrument or any provision in any of them is a reference to that Act, enactment, instrument or provision as amended, re-enacted or re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;
- 1.3.9 headings are for guidance only and do not affect the interpretation of this Agreement; and
- 1.3.10 a reference to a person by way of that person's position with the Council includes a person:



~~X213358F~~

**X394433Y**

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DX394433Y-5-3

- 1.3.10.1 authorised to carry out the powers, duties and functions of that position at the Council;
- 1.3.10.2 acting in that capacity; or
- 1.3.10.3 if that position in the Council ceases to exist, any person exercising any power, duty or function which was previously a power, duty or function of the previous position.

1.4            PROPER LAW

This agreement is governed by, and the Owner submits To the jurisdiction of, the laws of the State of Victoria.

1.5            COMMENCEMENT

This Agreement begins immediately upon execution by the parties.

1.6            OTHER DOCUMENTS

This Agreement is to read in conjunction with the Permit and any plans submitted to and approved by The Council in relation to the Permit and the Development.

1.7            TERMINATION

1.7.1           This Agreement will end upon completion by the council and the owner of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act;

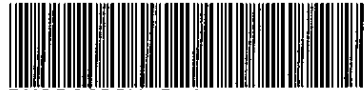
1.7.2           Despite the fact that by virtue of clause 1.1, 3.1 or 3.4 or otherwise another person may become liable for the obligations of the Owner under this Agreement, the Owner does not cease to be liable to comply with this Agreement until that has been discharged by the performance of the obligations or by specific discharge by the Council.

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**X394433Y**

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DX394433Y-6-1

1.8 TERMINATION IN PART

Where the Land is subdivided or at any time comprised in more than one Lot, the Council may in its discretion and by notice in writing to the owners of a Lot release that Lot from the application of this Agreement, and the Agreement will immediately end in relation to such Lot and after that only operate in relation to the balance of the Land.

1.9 READING DOWN AND SEVERABILITY

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

PART 2- OWNERS OBLIGATIONS

2.1 CHARGE OVER LAND

For better securing compliance with this Agreement the Owners until this Agreement is registered pursuant to Clause 3.6 hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and the amount of any monies which may be payable by the Owner to the Council under this Agreement. However, this does not prevent the Owner from mortgaging by way of registered mortgage or otherwise the Land or any part of it for the purpose of raising funds to facilitate the development of the Land.

2.2 TITLES OFFICE

No Plan of Subdivision of the Land or any part of it or instrument of Transfer of the Land or any part of it may be lodged at the Land Titles Office for registration or approval until this Section 173 Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Council and entered on the Certificate of Title to the land.

2.3 DISCLOSURE OF AGREEMENT

The Owner must not see, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

~~X213358F~~

**X394433Y**

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DX394433Y-7-8

2.4 COUNCIL'S COSTS

The Owners must immediately on demand pay to the Council the Council's costs and expenses (as between Solicitor and own client) relating to this Agreement (and including, but without limiting the generality of the preceding words, anything done before or after this Agreement and enforcement of any obligation imposed on the Owner under it). To the extent that any of those costs and expenses are legal professional costs the Council may have them assessed by the Law Institute of Victoria Costs Service if the Owner and Council cannot agree on them and, if that happens the Council and the Owner are bound by the amount of the assessment (with any fee for obtaining the assessment being paid for equally by the Council and the Owner).

2.5 COVENANTS OF OWNER

2.5.1 In pursuance of Condition 19 of the Planning Permit and in further pursuance of the provisions of section 173 of the Planning and Environment Act 1987 the Responsible Authority has requested the Owners to enter into and execute the within agreement in relation to the land which the owners have agreed to do.

2.5.2 The Owners hereby covenants to be responsible for the future maintenance and repair of all fences abutting any open space except where damage to the fence is caused by Council or its representatives whilst undertaking maintenance work to the reserve.

Part 3- GENERAL

3.1 OBLIGATION TO RUN WITH THE LAND

An obligation imposed on the Owner takes effect as Covenant which is annexed to and runs as law and equity with the Land and binds the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of whole or any part of the Land.

3.2 OWNER'S WARRANTY

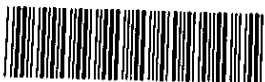
The Owner warrants that:

- 3.2.1 he is the registered proprietor (or entitled to be so) of the Land;
- 3.2.2 there are no mortgages, liens charges or other encumbrances or any rights inherent in any person affecting the Land which are

X394433Y  
300301 1345 173 \$0



X213358F  
141200 1458 173



3.2.3 not disclosed by the usual searches; and he has not granted any option or entered into any contract of sale in relation of land or any such part of it which option or contract is still effective.

3.3 GENERAL ACKNOWLEDGEMENT

The Council and the Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Permit or otherwise and the provisions of this Agreement must be read accordingly.

3.4 EXTENDED OBLIGATION

3.4.1 The obligation imposed upon and assumed by the Owner is also binding on its successors as if each of those successors had separately executed this Agreement in addition to the Owner.

3.4.2 Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner must ensure that its successors;

3.4.2.1 give effect to do all acts and sign all documents as to require them to give effect of this Agreement; and

3.4.2.2 execute a Deed agreeing to be bound by the terms of this Agreement and, when that is done, this Agreement will continue as if executed by those successors as well as by the parties actually executing it and if the successor's name appeared in each place in which the name of the Owner appears in addition to the name of the Owner.



3.4.3 The obligation imposed on the Owner by clause 3.4.2 is suspended for such time as there appears a memorandum of this Agreement in Register Book at the Land Titles Office.

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**X394433Y**  
300301 1345 173 \$0





DX394433Y-9-2

3.5 FURTHER DOCUMENTS

The Council and the Owner will do all things, and prepare and sign all further documents, necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

3.6 REGISTRATION

Without limiting the scope and generality of clause 3.5 the Owner must do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

3.7 NOTICE

Any notice or document under this Agreement may be served on the Council or the Owner by being left at or posted by prepaid letter addressed to the person at its address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from time of posting.

3.8 CONSENT OF MORTGAGE

If the Land is affected by a mortgage at the time of execution of this Agreement or prior to the registration of the Agreement on the title to the Land, the Owner must ensure that the mortgagee as soon as possible (but not later than 7 days after the Owner has executed this Agreement) endorses on this Agreement its consent to the Agreement being made and being registered at the Land Titles Office in accordance with clause 3.6

3.9 RELEASE AND INDEMNITY

3.9.1 The Owners release the Responsible Authority, its employees and agents to the full extent permitted by law from all actions, claims and demands of any kind in respect of or resulting from any of the Owners, their employees or agents actions in performing its obligations under this agreement.

3.9.2 The owners indemnify the Responsible Authority against any liability or loss which arises from and any costs charges or expenses incurred in connection with the performance of their obligations under this agreement.

~~X213358F~~  
141200 1450 173

**X394433Y**  
300301 1345 173 \$0



3.10 BREACH

3.10.1 If the Owner fails to perform any of their obligations under this agreement (the "breach"), the Responsible Authority may -

- (a) withhold the issuing of a statement of compliance for any state of the subdivision if it has not yet issued;
- (b) serve a written notice on the Owners specifying the breach and requiring it to be remedied within 14 days or such longer period as the Responsible Authority may consider appropriate.

3.10.2 If the breach is not remedied within the required time, the Responsible Authority may-

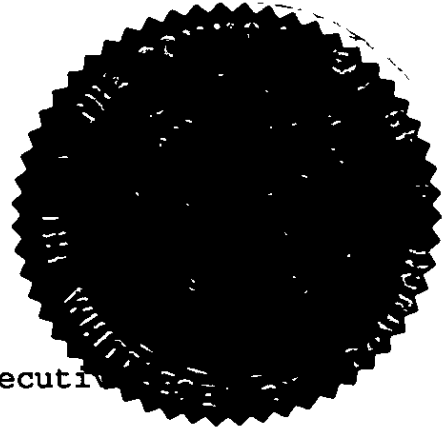
- (a) remedy the breach by carrying out any works it deems necessary in order to do so;
- (b) send an account to the owners requiring payment of the costs carrying out the works under (a) within 30 days;
- (c) if the Owners fail to pay the account within 30 days, recover the costs of remedying the breach and interest from the date of the account at a rate determined under Section 172 of the Local Government Act 1989, from the Owners as a civil debt.



EXECUTED AS A DEED

The parties have executed this document on the date shown on page 1.

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



..... ~~Mayor~~  
*[Signature]*  
 ..... Councillor  
*[Signature]*  
 ..... Municipal Clerk/Chief Executive

**X394433Y**  
 300301 1345 173 \$0

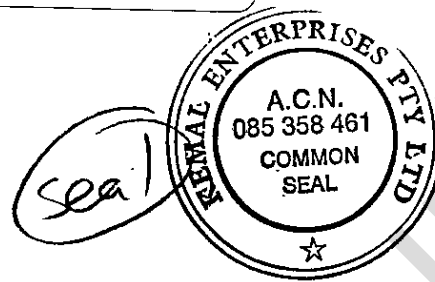
**13358F**  
 30 1458 173





Executed by

THE COMMON SEAL OF  
KEMAL ENTERPRISES PTY LTD )  
(ACN 085 358 461) was )  
hereunto affixed in the )  
presence of authorised )  
persons )



TEZAR KEMAL .....  
Print Name

TANER KEMAL .....  
Print Name

280 Canterbury Rd. St Kilda  
Address

2 RUSH PLACE WARRANDYTE  
Address

[Signature] .....  
Director/SECRETARY

[Signature] .....  
Secretary/DIRECTOR

THE COMMON SEAL OF  
AYEVLA INVESTMENTS )  
PTY LTD )  
(ACN 085 358 452) was )  
hereunto affixed in the )  
presence of authorised )  
persons )



TANER KEMAL .....  
Print Name

TURCAT RAIC .....  
Print Name

2 RUSH PLACE WARRANDYTE  
Address

11 ESKDALE CRT ELTHAM VIC 3095  
Address

[Signature] .....  
Director

[Signature] .....  
Secretary



X394433Y

300301 1345 173 \$0



THE COMMON SEAL OF )  
BENARIN HOLDINGS )  
PTY LTD )  
(ACN 054 869 000) was )  
hereunto affixed in the )  
presence of authorised )  
persons )



X TURKAY RAIF...  
Print Name

X TANGER KEMAL...  
Print Name

X 11 ESKDALE CRT ELTHAM VIC  
Address

X 2 RUSH PLACE WARRANDYTE  
Address

X [Signature]...  
Director

X [Signature]...  
Secretary



DX394433Y-12-7

X219358F  
141200 14ER 179

X394433Y  
300301 1345 173 \$0



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 October 2023 10:52 AM

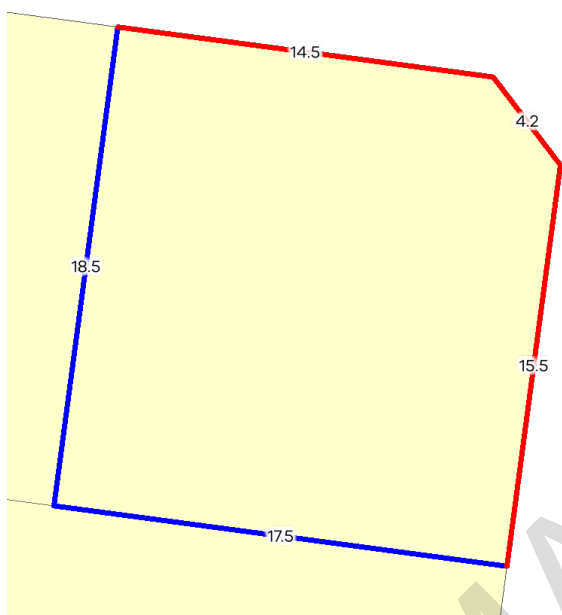
## PROPERTY DETAILS

Address: **29 WOTAN DRIVE EPPING 3076**  
Lot and Plan Number: **Lot 20 PS436986**  
Standard Parcel Identifier (SPI): **20\PS436986**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **485862**  
Directory Reference: **Melway 182 H11**

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

## SITE DIMENSIONS

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



**Area:** 319 sq. m

**Perimeter:** 70 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

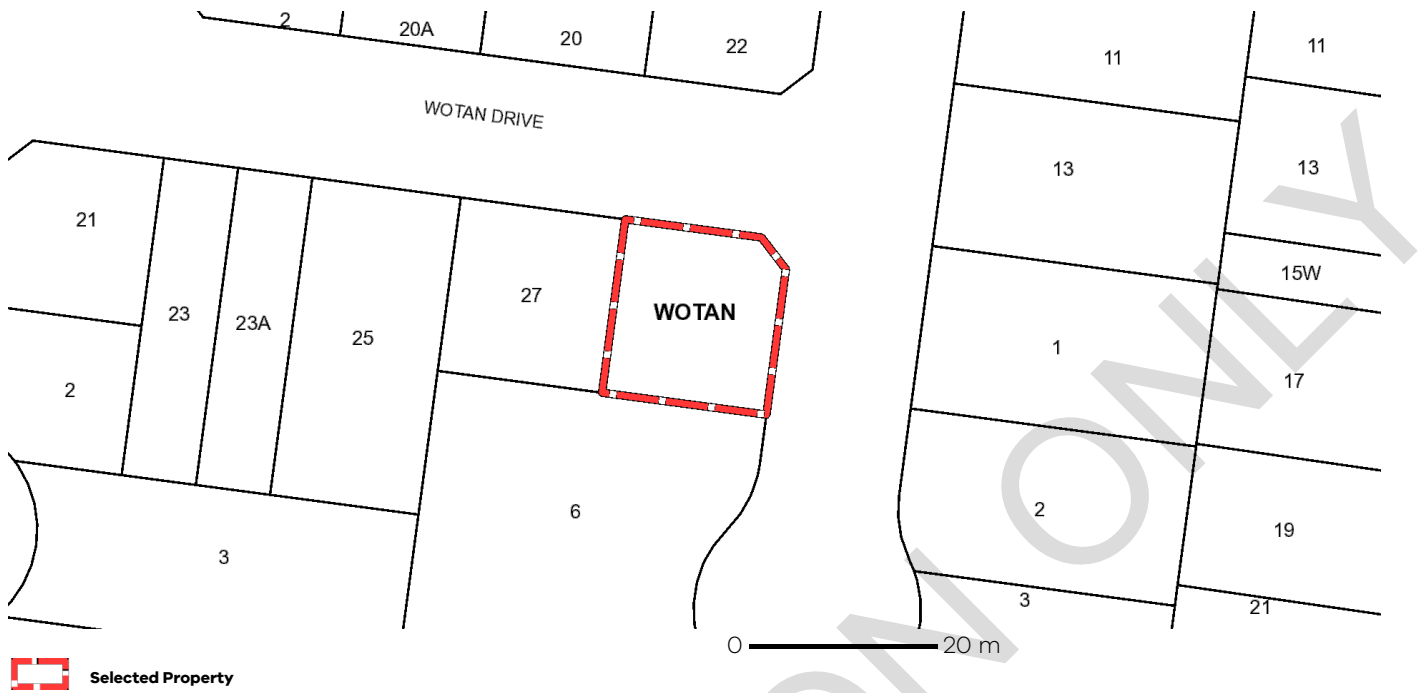
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 October 2023 10:52 AM

## PROPERTY DETAILS

Address: **29 WOTAN DRIVE EPPING 3076**  
Lot and Plan Number: **Lot 20 PS436986**  
Standard Parcel Identifier (SPI): **20\PS436986**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **485862**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 H11**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

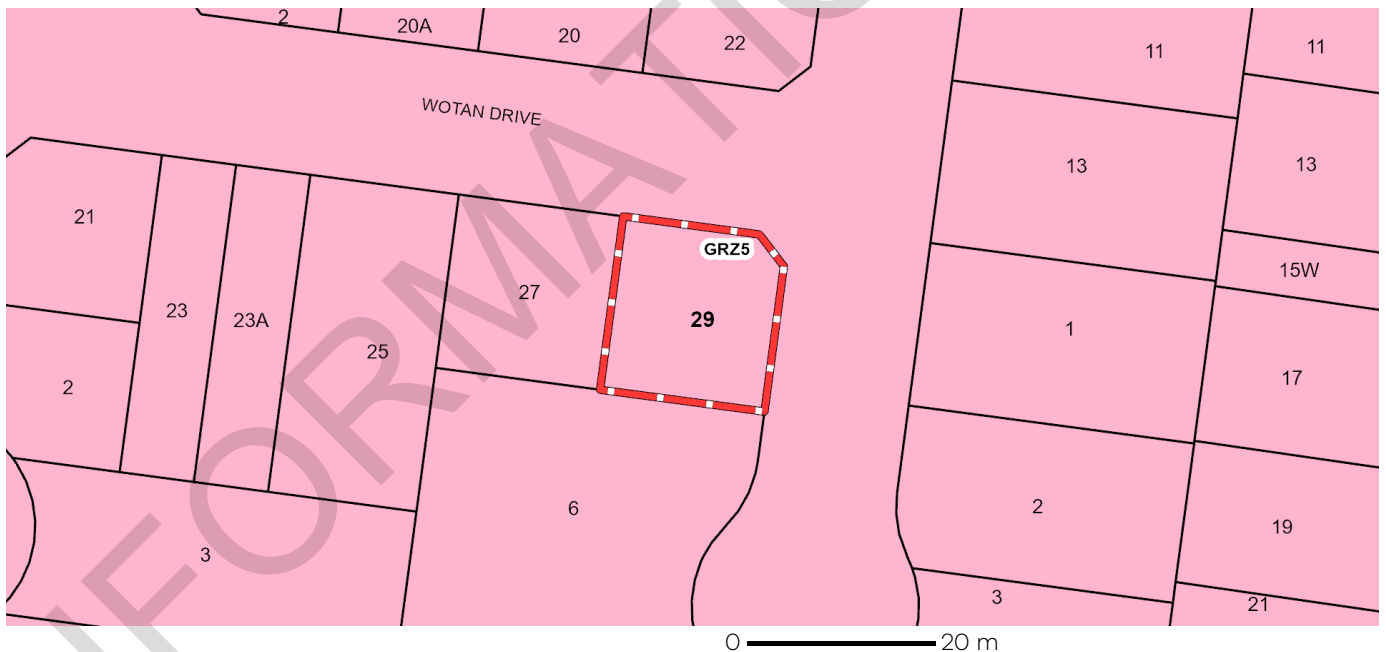
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

## Planning Overlay

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

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



## Further Planning Information

Planning scheme data last updated on 4 October 2023.

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>

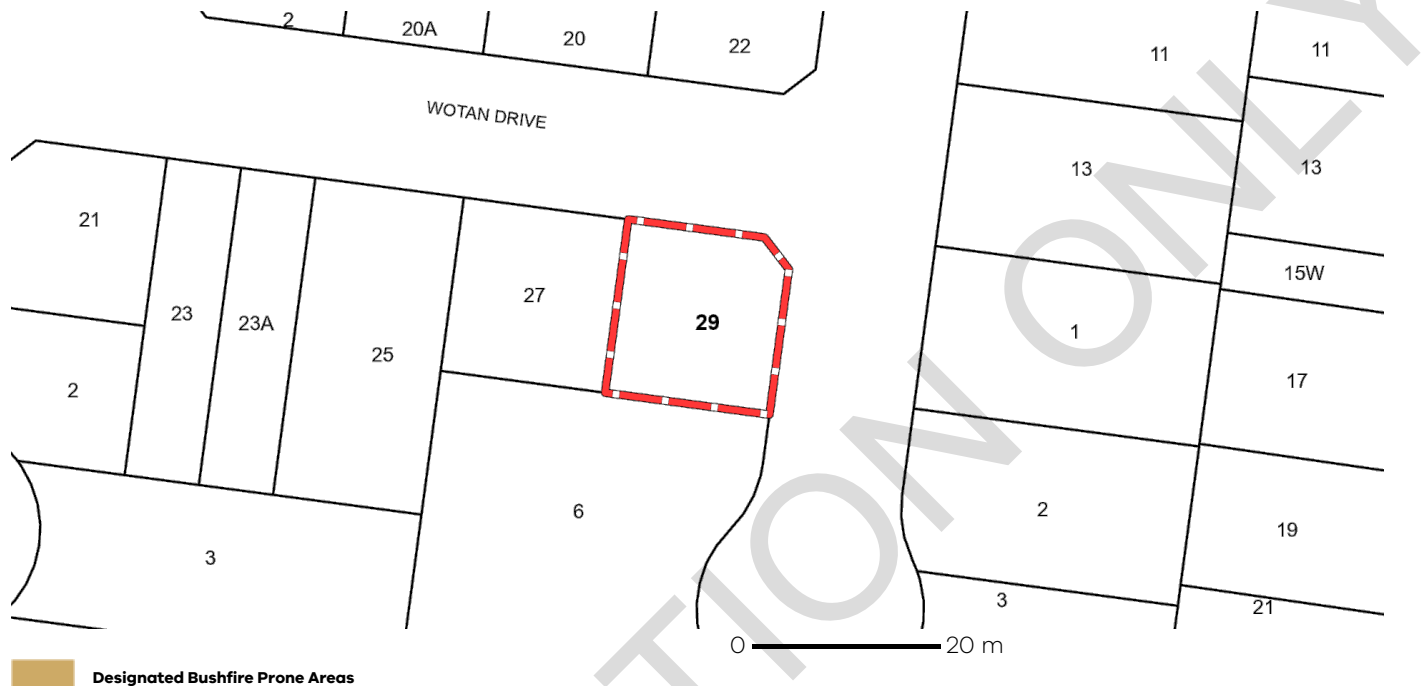
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

**Date of issue**  
09/10/2023

**Assessment No.**  
485862

**Certificate No.**  
154828

**Your reference**  
25309

Home Conveyancing Reservoir Pty Ltd  
PO Box 458  
RESERVOIR VIC 3073

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 29 Wotan Drive EPPING 3076

**Description:** LOT: 20 PS: 436986R

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2023       | 1 July 2023              | \$625,000              | \$340,000  | \$31,250         |

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 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

|   |                   |
|---|-------------------|
| General rate levied on 01/07/2023                     | \$1,476.39        |
| Fire services charge (Res) levied on 01/07/2023       | \$125.00          |
| Fire services levy (Res) levied on 01/07/2023         | \$28.75           |
| Waste Service Charge (Res/Rural) levied on 01/07/2023 | \$171.45          |
| Waste Landfill Levy Res/Rural levied on 01/07/2023    | \$11.85           |
| Arrears to 30/06/2023                                 | \$0.00            |
| Interest to 09/10/2023                                | \$0.00            |
| Other adjustments                                     | \$0.00            |
| Less Concessions                                      | -\$303.20         |
| Sustainable land management rebate                    | \$0.00            |
| Payments  | -\$376.24         |
| <b>Balance of rates &amp; charges due:</b>            | <b>\$1,134.00</b> |

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$1,134.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

#### 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**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 485862



Phone 1300 301 185  
Ref 485862



Bill Code **5157**  
Ref 485862

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

Your Ref: 25309 RANDONE

13 October 2023

Home Conveyancing Reservoir Pty Ltd

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 29 (Lot 20) Wotan Drive, Epping**

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

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

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

In the last 10 years no building permits were issued.

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

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

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

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

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

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

 **Free Telephone Interpreter Service**

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

6th October 2023

LYDIA MARIC  
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

**RE: Application for Water Information Statement**

|                                    |  |
|------------------------------------|--|
| <b>Property Address:</b>           | 29 WOTAN DRIVE EPPING 3076                 |
| <b>Applicant</b>                   | LYDIA MARIC<br>HOME CONVEYANCING RESERVOIR |
| <b>Information Statement</b>       | 30799634                                   |
| <b>Conveyancing Account Number</b> | 4859580000                                 |
| <b>Your Reference</b>              | 25309 RANDONE                              |

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 [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

|                  |                            |
|------------------|----------------------------|
| Property Address | 29 WOTAN DRIVE EPPING 3076 |
|------------------|----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

### **Melbourne Water Encumbrance**

|                  |                            |
|------------------|----------------------------|
| Property Address | 29 WOTAN DRIVE EPPING 3076 |
|------------------|----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING ENCUMBRANCES RELATE 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.



LYDIA MARIC  
HOME CONVEYANCING RESERVOIR  
office6@homeconveyancing.com.au

### RATES CERTIFICATE

**Account No:** 2786330000  
**Rate Certificate No:** 30799634

**Date of Issue:** 06/10/2023  
**Your Ref:** 25309 RANDONE

With reference to your request for details regarding:

| Property Address             | Lot & Plan  | Property Number | Property Type |
|------------------------------|-------------|-----------------|---------------|
| 29 WOTAN DR, EPPING VIC 3076 | 20\PS436986 | 1583563         | Residential   |

| Agreement Type   | Period   | Charges  | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge   | 01-10-2023 to 31-12-2023                       | \$20.26  | \$20.26     |
| Residential Water Usage Charge<br><i>Step 1 – 13.700000kL x \$2.44510000 = \$33.50</i><br>Estimated Average Daily Usage \$0.60             | 05-05-2023 to 30-06-2023                       | \$33.50  | \$0.00      |
| Residential Water and Sewer Usage Charge **<br><i>Step 1 – 9.300000kL x \$3.34380000 = \$31.10</i><br>Estimated Average Daily Usage \$0.84 | 01-07-2023 to 07-08-2023                       | \$31.10  | \$0.00      |
| Residential Sewer Service Charge   | 01-10-2023 to 31-12-2023                       | \$115.72 | \$115.72    |
| Parks Fee *  | 01-10-2023 to 31-12-2023                       | \$21.33  | \$21.33     |
| Drainage Fee   | 01-10-2023 to 31-12-2023                       | \$29.70  | \$29.70     |
| <b>Other Charges:</b>  |  |          |             |
| Interest   | No interest applicable at this time            |          |             |
|  | No further charges applicable to this property |          |             |
|  | <b>Balance Brought Forward</b>                 |          | \$0.00      |
|  | <b>Total for This Property</b>                 |          | \$187.01    |

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

**2. 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.**

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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

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

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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:** 1583563

**Address:** 29 WOTAN DR, EPPING VIC 3076

**Water Information Statement Number:** 30799634

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 27863300009

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**