

## CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

### SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER ..... on...../...../20

print name of person 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 if none specified)

SIGNED BY THE VENDOR ..... on...../...../20

print name of person signing: .....

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

### IMPORTANT NOTICES TO PURCHASER OF "OFF THE PLAN" PROPERTIES

#### SUBDIVISIONS

The purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the lot.

A substantial amount of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the *Sale of Land Act 1962*.)

**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 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 the 3 clear business days **before or after** a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property, or
- you are an estate agent or a corporate body.

## PARTICULARS OF SALE

REAL ESTATE AGENT: **STONE REAL ESTATE**  
1/75 Church Street  
WHITTLESEA VIC 3757  
PH: 9716 2000

VENDOR: **EMMANUELE MALLIA**  
30 Quartz Grove EPPING VIC 3076

VENDORS  
CONVEYANCER: **Sargeants Wallan**  
Conveyancing and Property Transfer Specialists  
PO BOX 542 WALLAN 3756  
Tel: 5783 1655 Fax: 5783 1755  
office@sargeantswallan.com

PURCHASER:

PURCHASERS  
CONVEYANCER:

STREET ADDRESS: **30 QUARTZ GROVE EPPING VIC 3076**

LAND BEING SOLD: That part of the land which is currently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title **VOLUME 11504 FOLIO 781**

GOODS: All fixed floor coverings, electric light fittings, windows furnishings

PRICE \$

DEPOSIT \$ due / / of which \$ has been paid

BALANCE \$

PAYMENT OF BALANCE is due on / / 2023

Being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the property and chattels/receipt of the rents and profits shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

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

**GST (refer to 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 a '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**' to this box

**Settlement**

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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. If '**subject to lease**' then particulars of the lease are:

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

**Encumbrances**

This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

Lender:

Loan Amount:

Approval date:

## **GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS**

The property is offered for sale by auction, subject to the vendors reserve price.

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

## THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

### **1 Foreign resident capital gains withholding**

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 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 Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property 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) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property

Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(a) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **2 Electronic Conveyancing**

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The 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.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
  - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3. Identity of the Land**

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

### **4. Planning**

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

### **5. Buildings and Goods**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and

structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied.

It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including cladding may be combustable and may require removal or replacement at his cost.

#### **6. Solar Panels**

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

#### **7. Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

#### **8. Warranties and Exclusions**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

##### Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

**9. Goods**

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

**10. Purchaser a resident of or entitled to purchase land in Australia**

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

**11. Stamp Duty - More than one purchaser**

- (a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that
  - this contract correctly records as at the day of sale, the proportions in which they are buying
  - the property ("the proportions")

Name: .....  
.....%

Name: .....  
.....%

Total  
100%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract,
  - it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed
  - as a result of the variation.

- (c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's
  - conveyancer or representative against any claims or demands which may be made against
  - any or all of them in relation to any additional duty payable as a result of the proportions in
  - the Transfer of Land differing from those in the contract or any other matter whatsoever.

- (d) This Special Condition shall not merge on completion of this contract.

**12. State Revenue Office Duties on Line**

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

- (a) the vendor will prepare the electronic document required for the assessment within the
  - State Revenue Office Duties On Line (DOL) system and provide the purchaser with the

DOL document ID number.

- (b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties. (Settlement Date)

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

### **13. Acceptance of Title**

General Condition 12.4 will be added to the General Conditions in the contract. Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

### **14. Deposit Bond or Bank Guarantee**

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

### **15. Adjustments**

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor.

### **16. Electronic signature**

16.1 In this special condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

16.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

16.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

16.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.

16.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

16.6 Each party must upon request promptly deliver a physical counterpart of this contract with the

handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contact.

#### **17. Australian Consumer Law**

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The Purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

17.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the

Purchaser; and

17.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and

17.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

#### **18. Interest and Costs Payable Upon Default**

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

#### **19. Pool & Spa Compliance**

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so,
2. Arrange a private inspection and obtain a report at his cost,
3. Comply with all the requirements of the report,
4. Arrange any further inspections at his cost, and
5. Provide the local council with a Certificate of Compliance and pay the required fee

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

#### **20. Christmas Period**

The due date for settlement stipulated in the Particulars of Sale must not be between 21 December, 2023 and 10 January, 2024 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 12 January, 2024.

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### 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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**, save that General Condition 12.4 has been added.
  - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
  - 2.3 The vendor warrants that the vendor:
    - (a) has, or by the due date for settlement will have, the right to sell the land; and
    - (b) is under no legal disability; and
    - (c) is in possession of the land, either personally or through a tenant; and
    - (d) has not previously sold or granted any option to purchase, agreed to 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.
  - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
    - (a) public rights of way over the land;
    - (b) easements over the land;
    - (c) lease or other possessory agreement affecting the land;
    - (d) notice or order 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.
  - 2.5 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 the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
  - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
    - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
    - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
    - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
  - 2.7 Words and phrases used in general condition 2.6 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
7. **Release of security interest**
  - 7.1 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.

- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. 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.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 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 or 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) 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.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must 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 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 section 27 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.
- 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.

### 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 (or a part of it) 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 (or part of it) 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 adjustment 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) 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 authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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 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 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.



# Sargeants - Wallan

Conveyancing and Property Transfer Specialists  
PO Box 542 Wallan Vic 3756  
Tel: 03 5783-1655 Fax: 03 5783-1755

## VENDOR STATEMENT

**VENDOR:** Emmanuele Mallia

**STREET ADDRESS** 30 Quartz Grove EPPING VIC 3076

**LAND BEING SOLD** The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title VOLUME 11504 FOLIO 781

### IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

### **FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$5,500.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

### **INSURANCE**

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where 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.

**NOT APPLICABLE**

### **LAND USE - RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

**NONE TO THE VENDORS KNOWLEDGE**

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

**ROAD ACCESS**

**There is access to the property by road**

**BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**PLANNING AND ROAD ACCESS** - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Whittlesea City Council Planning Scheme**
- (b) The name of the responsible authority is: **WHITTLESEA CITY COUNCIL**
- (c) The zoning of the land is: **General Residential Zone – Schedule 1 (GRZ1)**
- (d) The name of any planning overlay affecting the land: **Development Contributions Plan Overlay – Schedule 2 (DCPO2)**  
**Development Plan Overlay – Schedule 12 (DPO12)**  
**Vegetation Protection Overlay – Schedule 2 (VPO2)**

**The planning instrument does not prohibit the construction of a dwelling house on the land.**

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
  - (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
  - (c) **Agricultural chemicals**  
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
  - (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
  - (e) **Compulsory acquisition**  
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
  - (f) Notice issued by the Environment Protection Authority
  - (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners

Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

### **BUILDING APPROVALS**

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

**NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE**

### **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

### **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

**NOT APPLICABLE**

**SERVICES** - Information concerning the supply of the following services -

**THE FOLLOWING SERVICES ARE NOT CONNECTED**

**telephone services**

**THE FOLLOWING SERVICES ARE CONNECTED**

**electricity supply**

**gas supply**

**water supply**

**sewerage**

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

### **TITLE**

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

### **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

**NOT APPLICABLE**

DATE OF THIS STATEMENT

2023

Signature of Vendor

.....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2023

Signature of Purchaser

.....

**NOTICE** The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.



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

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

Page 1 of 1

VOLUME 11504 FOLIO 781

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**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 727942R.  
PARENT TITLE Volume 10834 Folio 291  
Created by instrument PS727942R 01/07/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
EMMANUELE MALLIA of 30 QUARTZ GROVE EPPING VIC 3076  
AL296818X 18/08/2014

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT AD572542V 21/04/2005

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  
AD153444J 01/10/2004

**DIAGRAM LOCATION**

SEE PS727942R 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: 30 QUARTZ GROVE EPPING VIC 3076

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS727942R

DOCUMENT END



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1125

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

**Scott Ashwood P/L**  
**Code 1557Q**



Privacy Collec  
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statutory authori  
maintaining pub  
indexes in the V:

**AD572542V**

21/04/2005 \$533 45



**MADE AVAILABLE/CHANGE CONTROL**

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 10834 Folio 291

Estate and Interest:

All its estate in fee simple

Consideration:

ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)

Transferor:

URBAN INVESTMENT HOLDINGS PTY LTD ACN 066 557 446

Transferee:

PETER KATSINIKAS AND MARIA KATSINIKAS of 22 Casey Drive, Lalor 3075

Directing Party:

nil

Creation and/or Reservation of easement and/or Covenant



DAD572542V-1-9

And the said Transferees with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees and as separate covenants covenant with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision and every part or parts thereof other than the lot hereby transferred that the said Transferees their heir executors administrators and transferees shall:-

1. Not erect on Lots other than Nos 108, 135, 151, 156 and 157 (all inclusive) any dwellings other than a single swelling house with usual outbuildings.

Approval No. 4270311D

**ORDER TO REGISTER**

Please register and issue title to

**T2**

Page 1 of 2

Signed

Cust. Code



Ice Ridge Systems Pty Ltd

**STAMP AND SIGNATURE ONLY**

This stamp is	ACN 002 869 409	6,460.00	AP 414
SRO	Victorian Duty \$		
Property.	Consideration / Advance \$	180,000.00	
NOT TO BE COPIED	Victorian Assets %		Section
	Original Counterpart / Collateral / Upstamp		
	Transaction No:	3765/2005	
	Endorsing Date:	19/4/05	
	Signature:	[Signature]	No 2

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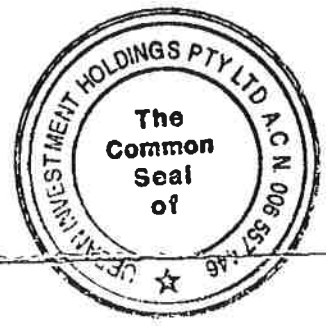
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

6438706611

2. Not erect on the land hereby sold any building unless such building complies with Bluestone Views Design Guidelines unless further approval is obtained from the responsible authority.
3. Not permit any caravan or like accommodation to occupy the lot during or preceding construction of a dwelling house.
4. Not permit the Lot to be maintained other than in a clean and tidy condition during construction phase of any dwelling house.
5. Not keep place or maintain any caravan, boat, trailer or commercial vehicle with a carrying capacity of one tone or greater on the land in a manner that such vehicle or boat is visible from the roadway.

Dated: *Please leave*

The COMMON SEAL of URBAN INVESTMENT HOLDINGS )  
 PTY LTD ACN 066 557 446 was affixed in the presence of )  
 authorized persons: )



Director..... *[Signature]*  
 Full name: William George Anderson  
 Usual address: 2/479 St Kilda Rd, Melbourne 3004

Secretary..... *[Signature]*  
 Full name: Peter Law Hutchins  
 Usual address: 114 Queen Street, Altona 3018

Signed by the said Transferees )  
 in the presence of: )

X *[Signature]* )  
 PK )  
 Y *[Signature]* )  
 MK )

*[Signature]* )  
 witness )



Approval No. 4270311D

**T2**

Page 2 of 2



Ice Ridge Systems Pty Ltd

**AD572542V**

21/04/2005 \$533 45



THE BACK OF THIS FORM MUST  
 Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



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AD153444J



Form 13

X

Application by a responsible authority for the making of a recording of an agreement  
Section 181 Planning and Environment Act 1987

Lodged at the Land Titles Office by:



Name: Clements Hutchins & Co  
Phone: 9398.2377  
Address: 114 Queen Street Altona 3018  
Ref: PH:SH 4686  
Customer Code: 637X

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

Land: Certificate of Title Volume 10788 Folio 834

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

GRAEMIE BRENNAN

Office held:

CHIEF EXECUTIVE OFFICER

Date:

30 - 9 - 2004



DAD153444J-1-8

B  
8/10/04



**Deacons**

**Dated**



DRD153444J-2-6

# **PLANNING AGREEMENT**

**Parties**

**WHITTLESEA CITY COUNCIL**

**URBAN INVESTMENT HOLDINGS PTY LTD (ACN 006 557 446)**

**Contact**

**Juliette Halliday**  
Senior Associate  
385 Bourke Street, Melbourne VIC 3000  
Telephone: +61 (0)3 8686 6168  
Email: [juliette.halliday@deacons.com.au](mailto:juliette.halliday@deacons.com.au)  
Website: [www.deacons.com.au](http://www.deacons.com.au)  
Our ref: 247670

**AD153444J**



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**AD153444J**



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**THIS AGREEMENT** is made the *28* day of *SEPTEMBER* 2004 pursuant to Section 173 of the *Planning and Environment Act 1987* (the "Act")

**PARTIES:**

**CITY OF WHITTLESEA**  
of Civic Centre, Ferres Boulevard, South Morang in the State of Victoria  
(the "Responsible Authority")

**AND**

**URBAN INVESTMENT HOLDINGS PTY LTD (ACN 006 557 446)**  
of Level 2, 479 St Kilda Road in the State of Victoria  
(the "Owner")

**RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificate of Title Volume 10267 Folio 274 being Lot 42B on Plan of Subdivision 345242A and known as Maserati Drive, Epping (the "Land").
- C. On 2 September 2003 the Responsible Authority issued Planning Permit No. 707651 in relation to the land located at 50 Maserati Drive, Epping for the staged subdivision of the land into residential allotments in accordance with the endorsed plans (the "Planning Permit"). Following a formal request made on behalf of the Owner under section 72 of the Act, the Responsible Authority made amendments to the Planning Permit on 6 May 2004.
- D. Condition 18 if the Planning Permit (as amended) provides:

*"18. Prior to Statement of Compliance for the subdivision, the landowner must enter into an agreement with the Responsible Authority pursuant to section 173 of the Planning and Environment Act 1987 to the effect that ant (sic) lot containing a building envelope must be developed in accordance with the Building Envelope Plan(s) and any conditions/requirements thereof approved under this Permit, unless written consent is obtained from the Responsible Authority to vary the Plan.*

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

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E. The parties enter into this Agreement to facilitate the requirements referred to in Recital D above.

**IT IS AGREED**

**1. Definitions**

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

- (1) the "**Act**" means the Planning and Environment Act 1987;
- (2) "**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) "**Building**" shall have the same meaning as set out in section 3(1) of the Act;
- (4) "**Building Envelope Plan**" means the plan attached at Schedule 1 of this Agreement as endorsed under condition 18 of the Amended Permit;
- (5) "**Land**" means the land described in Recital B;
- (6) "**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) "**Planning Permit**" means the Planning Permit described in Recital C as amended including the plans endorsed under it.
- (8) "**Planning Scheme**" means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (9) "**Responsible Authority**" means Whittlesea Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (10) "**Tribunal**" means the Victorian Civil and Administrative Tribunal.

**2. Interpretation**

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.





- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. Specific Obligations of the Owner**

The Owner agrees that buildings may only be constructed on lots 1-36 and 52-58 on plan of subdivision PS446865X and lots 76-82 on plan of subdivision PS 519882T and lots 146-150, 162-169 and 184 on plan of subdivision PS518168X within the designated building envelopes as shown on the plans at Schedule 1 to this Agreement unless the Responsible Authority grants consent in writing to the amendment of such building envelopes or the construction of any part of any building outside such building envelope. "Building" should be defined to have the same meaning as in Section 3 of the Act.

**4. Further Obligations of the Owner**

The Owner further agrees that:

**4.1 Notice and Registration**

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

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**4.2 Mortgagee to be Bound**

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land.

**4.3 Registration of Agreement**

The Owner will do all things necessary to enable the Responsible Authority make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

**4.4 Responsible Authority's Costs to be Paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

**4.5 Indemnity**

The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

**4.6 Council Access**

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

**5. Further Assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**6. Agreement under Section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**7. Agreement Runs with the Land**

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with Land and bind the Owner.

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**8. Owner's Warranties**

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

**9. Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

**10. Successors in Title**

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

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

**11. General Matters**

**11.1 Service of Notice**

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

**11.2 Time of Service**

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;

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- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

**11.3 No Waiver**

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

**11.4 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

**11.5 Severability**

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

**11.6 Disputes**

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute must be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties must be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 11.6(2) and 11.6(3) above, unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

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**11.7 No Fettering of Responsible Authority's Powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**12. Commencement of Agreement**

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

**13. Amendment**

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

**14. Ending of Agreement**

Once this Agreement ends, the Responsible Authority will, as soon as practicable following a request from the Owner and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

**IN CONFIRMATION** of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

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

  
\_\_\_\_\_  
Councillor CEO

\_\_\_\_\_  
Manager Governance and Corporate  
Support





DAD153444J-11-4

Executed by **Urban Investment Holdings Pty Ltd** ACN 006 557 446 in accordance with section 127 of the *Corporations Act 2001*:

*Geoffrey Closter*  
Director/company secretary

*William G. Anderson*  
Director

GEOFFREY CLOSTER  
Name of director/company secretary  
(BLOCK LETTERS)

WILLIAM G. ANDERSON  
Name of director  
(BLOCK LETTERS)

Signed by **Paul Bufalino**  
Who certifies that he is a Level I and II Attorney pursuant to a power of Attorney dated 15th day of November 1991 a Certified copy of which is lodged in the Permanent Order Book No. 277 at Page 4 in the presence of:

} **SUNCORP-METWAY Ltd.**  
} A.C.N. 010 831 722  
} by its duly constituted  
} Attorney

*Paul Bufalino*

*William G. Anderson*

**AD153444J**

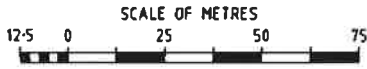
01/10/2004 \$59 173



**Schedule 1**  
**"Building Envelope Plans"**



**NEIGHBOURHOOD DESIGN PLAN**  
**LOTS 1 TO 36 & LOTS 52 TO 58 ON PS446865X.**  
**STAGE 1 "BLUESTONE VIEWS" ESTATE**  
**EPPING NORTH**  
 CITY OF WHITTLESEA



Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg. 4. Where the option is utilized of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg. 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance.

**GARAGE SETBACKS** - all garages shall be setback five metres from road frontages except that garages may be erected on a side boundary within the side setback shown or on the rear boundary for rear access lots.

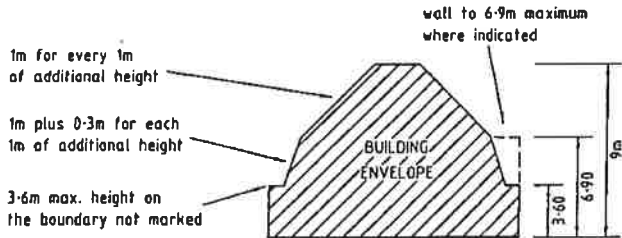
**HEIGHT LIMITS** - Wall on boundaries designated by the notation  $\triangle$  and 1 metre from the boundary shall be erected with a maximum height of 6.9 metres. Where any part of a building exceeds 6.9 metres in height, the building must be set back from a side or rear lot boundary a minimum of 1 metre plus one metre for each one metre over 6.9 metres up to a maximum of 9 metres as as detailed on the Building Envelope Profile Diagram.

**CAR PARKING** - the siting of one dwelling shall allow for the accommodation of at least 2 vehicles on site with at least 1 capable of being accommodated within a garage. Vehicles may be parked in tandem.

**BUILDING SITE COVERAGE** - 60% maximum

**PRIVATE OPEN SPACE** - 80 square metres or 20% of site area, which is lesser, but not less than 40 square metres.

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



**BUILDING HEIGHT PROFILE DIAGRAM**  
NOT TO SCALE

**1. Definitions**

Extent of permissible building area

Approved building envelope means documented design parameters that deal with a siting matter regulated by this Part 4 of the building regulations 1994 that -

- (a) are in a planning permit for subdivision issued under the Planning and Environment Act 1987 on or after 1 July 1994, and
- (b) are -
  - (i) in agreement made under section 173 of the Planning and Environment Act 1987 which is registered on the title of the relevant allotment, or
  - (ii) shown as a restriction on a plan of subdivision certified under the Subdivision Act 1988 which is registered on the title of the relevant allotment.

Building means a Class 1 building and a Class 10 building as defined in the Building Code of Australia and includes all attached verandahs, balconies, pergolas, screens, decks, etc.

Dwellings means a Class 1 building as defined in the Building Code of Australia

Height in relation to -

- (a) a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and
- (b) a fence at any point, means the vertical distance between natural ground level at the base of the fence and the top of the fence.

Private open space means -

- (a) an unroofed area of land, or
- (b) a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Setback from a boundary or building, means a horizontal distance from that boundary or building;

Site Coverage means that part of an allotment which is covered by buildings, expressed as a percentage of the area of the allotment;

Window includes glass panel, glass brick, glass louvre, glazed eash, glazed door, translucent sheating and other building material located in a wall, including dormer or gable, which transmits natural light directly from outside a building into a room.

**2. Encroachments**

The following may encroach into the front setback distances by not more than 2.5 metres -

- porches, verandahs, pergolas that have a maximum height of less than 3.6 metres above natural ground level;
- eaves, fascias and gutters;
- sunblinds and shade sails;
- screens;
- decks, steps or landings less than 1 metre in height.

3. The following may encroach into the side or rear setback distance by not more than 500mm provided that the building setback distance is 1 metre minimum

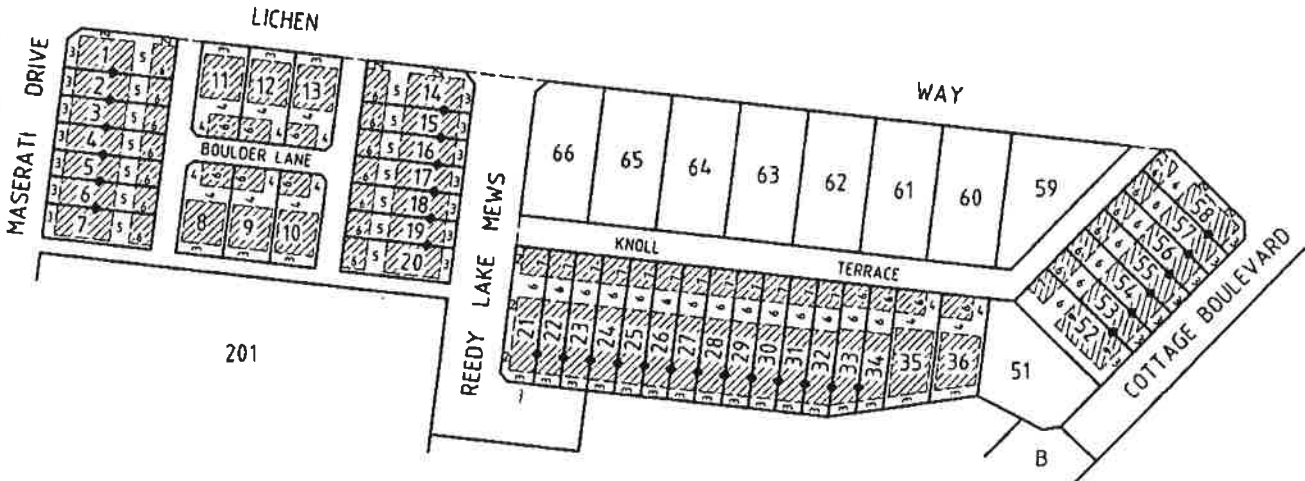
- porches or verandahs
- masonry chimneys
- flues and pipes
- domestic fuel tanks and water tanks
- heating and cooling equipment and other services.

The following may encroach into the side or rear setback distance:

- landings with an area or not more than 2m<sup>2</sup> and less than 1 metre high;
- unroofed stairways and ramps,
- pergolas;
- shade sails;
- eaves, fascia, gutters not more than 600mm in total width;
- garages and carports

4. The envelope and associated notes and specifications can only be altered, - to the satisfaction of the Whittlesea City Council.

5. Lots 1 to 7, 11 of 13, 8 to 10, 14 to 20, ~~21~~ to 34, 35, 36, 52 to 58 are to be attached double storey developments and ~~design~~ consistent architectural design in accordance with the endorsed Bluestone Views Development Plan.



**MILLAR & MERRIGAN PTY. LTD.**  
 ACN 005 541 668  
 126 MERRINDALE DRIVE, CROYDON  
 Telephone (03) 8720 9500  
 Facsimile (03) 8720 9501  
 PO BOX 247 CROYDON VIC 3136

**Merrigan**  
 Land Development Consultants




VERSION: 4: 14/9/2004  
 REF: 11203M3



Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg 4. Where the option is utilised of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance

**GARAGE SETBACKS** - all garages shall be setback five metres from road frontages except that garages may be erected on a side boundary within the side setback shown or on the rear boundary for rear access lots.

**HEIGHT LIMITS** - Wall on boundaries designated by the notation  and 1 metre from the boundary shall be erected with a maximum height of 6.9 metres. Where any part of a building exceeds 6.9 metres in height, the building must be set back from a side or rear lot boundary a minimum of 1 metre plus one metre for each one metre over 6.9 metres up to a maximum of 9 metres as as detailed on the Building Envelope Profile Diagram.

**CAR PARKING** - the siting of one dwelling shall allow for the accommodation of at least 2 vehicles on site with at least 1 capable of being accommodated within a garage. Vehicles may be parked in tandem.

**BUILDING SITE COVERAGE** - 60% maximum

**PRIVATE OPEN SPACE** - 80 square metres or 20% of site area, which is lesser, but not less than 40 square metres.

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

**1. Definitions**

 Extant of permissible building area

Approved building envelope means documented design parameters that deal with a siting matter regulated by this Part 4 of the building regulations 1994 that -

- (a) are in a planning permit for subdivision issued under the Planning and Environment Act 1987 on or after 1 July 1994; and
- (b) are -
  - (i) in agreement made under section 173 of the Planning and Environment Act 1987 which is registered on the title of the relevant allotment; or
  - (ii) shown as a restriction on a plan of subdivision certified under the Subdivision Act 1988 which is registered on the title of the relevant allotment.

Building means a Class 1 building and a Class 10 building as defined in the Building Code of Australia and includes all attached verandahs, balconies, pergoles, screens, decks, etc

Dwellings means a Class 1 building as defined in the Building Code of Australia.

Height in relation to -

- (a) a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and
- (b) a fence at any point, means the vertical distance between natural ground level at the base of the fence and the top of the fence.

Private open space means -

- (a) an unroofed area of land; or
- (b) a dock, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Setback from a boundary or building, means a horizontal distance from that boundary of building;

Site Coverage means that part of an allotment which is covered by buildings, expressed as a percentage of the area of the allotment.

Window includes glass panel, glass brick, glass louvre, glazed sash, glazed door, translucent sheathing and other building material located in a wall, including dormer or gable, which transmits natural light directly from outside a building into a room.

**2. Encroachments**

The following may encroach into the front setback distances by not more than 2.5 metres -

- porches, verandahs, pergolas that have a maximum height of less than 3.6 metres above natural ground level;
- eaves fascias and gutters;
- sunblinds and shade sails;
- screens;
- decks, steps or landings less than 1 metre in height.

3 The following may encroach into the side or rear setback distance by not more than 500mm provided that the building setback distance is 1 metre minimum.

- porches or verandahs
- masonry chimneys
- flues and pipes
- domestic fuel tanks and water tanks
- heating and cooling equipment and other services.

The following may encroach into the side or rear setback distance:

- landings with an area of not more than 2m<sup>2</sup> and less than 1 metre high;
- unroofed stairways and ramps;
- pergolas;
- shade sails;
- eaves, fascia, gutters not more than 600mm in total width;
- garages and carports

4 The envelope and associated notes and specifications can only be altered:

- to the satisfaction of the Whittlesea City Council

5. Lots 146 to 150, 162 to 169, 184 are to be attached double storey developments and have consistent architectural design in accordance with the endorsed Bluestone Views Development Plan.

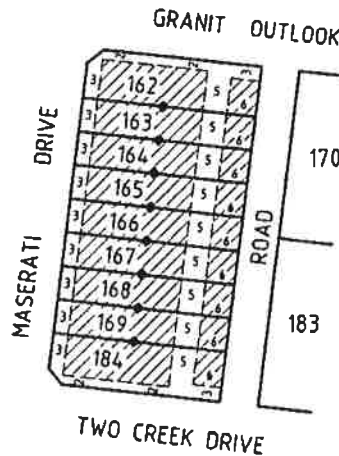
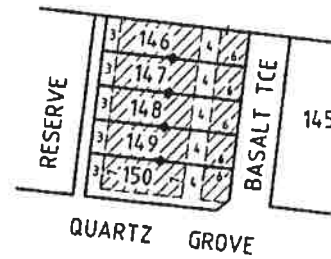
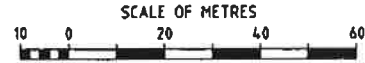
**NEIGHBOURHOOD DESIGN PLAN**

LOTS 146 TO 150, 162 TO 169 & 184 ON PS518168X

STAGE 2B "BLUESTONE VIEWS" ESTATE

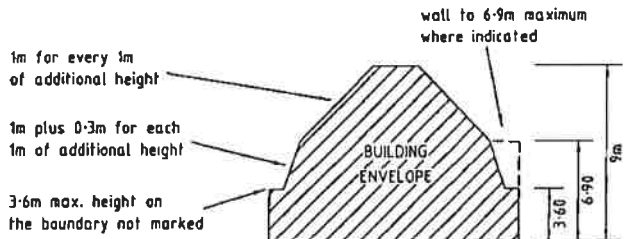
EPPING NORTH

CITY OF WHITTLESEA



**AD153444J**

01/10/2004 \$59 173



**BUILDING HEIGHT PROFILE DIAGRAM**  
NOT TO SCALE



MILLAR & MERRIGAN PTY. LTD.  
ACN 005 341 668  
126 MERRINDALE DRIVE, CROYDON  
Telephone (03) 8720 9500  
Facsimile (03) 8720 9501  
PO BOX 247 CROYDON VIC 3136



VERSION: 3: 14/9/2004  
REF: 11203M4

\*Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg. 4. Where the option is utilised of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg. 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance.

**GARAGE SETBACKS** - all garages shall be setback five metres from road frontages except that garages may be erected on a side boundary within the side setback shown or on the rear boundary for rear access lots.

**HEIGHT LIMITS** - Wall on boundaries designated by the notation  $\blacktriangle$  and 1 metre from the boundary shall be erected with a maximum height of 6.9 metres. Where any part of a building exceeds 6.9 metres in height, the building must be setback from a side or rear lot boundary a minimum of 1 metre plus one metre for each one metre over 6.9 metres up to a maximum of 9 metres as detailed on the Building Envelope Profile Diagram.

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**BUILDING SITE COVERAGE** - 60% maximum

**PRIVATE OPEN SPACE** - 80 square metres or 20% of site area, which is lesser, but not less than 40 square metres.

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**1. Definitions**

 Extent of permissible building area

Approved building envelope means documented design parameters that deal with a siting matter regulated by the Part 4 of the building regulations 1994 that -

(a) are in a planning permit for subdivision issued under the Planning and Environment Act 1987 on or after 1 July 1994; and

(b) are -

(i) in agreement made under section 173 of the Planning and Environment Act 1987 which is registered on the title of the relevant allotment; or

(ii) shown as a restriction on a plan of subdivision certified under the Subdivision Act 1988 which is registered on the title of the relevant allotment

Building means a Class 1 building and a Class 10 building as defined in the Building Code of Australia and includes all attached verandahs, balconies, pergolas, screens, decks, etc.

Dwellings means a Class 1 building as defined in the Building Code of Australia

Height in relation to -

(a) a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and

(b) a fence at any point, means the vertical distance between natural ground level at the base of the fence and the top of the fence.

Private open space means -

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Setback from a boundary or building, means a horizontal distance from that boundary of building.

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Window includes glass panel, glass block, glass louvre, glazed sash, glazed door, translucent sheathing and other building material located in a wall, including dormer or gable, which transmits natural light directly from outside a building into a room.

**2. Encroachments**

The following may encroach into the front setback distances by not more than 2.5 metres

- porches, verandahs, pergolas that have a maximum height of less than 3.6 metres above natural ground level;

- eaves, fascias and gutters,

- sunblinds and shade sails,

- screens;

- decks, steps or landings less than 1 metre in height.

3. The following may encroach into the side or rear setback distance by not more than 500mm provided that the building setback distance is 1 metre minimum.

- porches or verandahs

- masonry chimneys

- flues and pipes

- domestic fuel tanks and water tanks

- heating and cooling equipment and other services.

The following may encroach into the side or rear setback distance

- landings with an area or not more than 2m<sup>2</sup> and less than 1 metre high;

- unroofed stairways and ramps;

- pergolas,

- shade sails,

- eaves, fascia, gutters not more than 600mm in total width,

- garages and carports

4 The envelope and associated notes and specifications can only be altered;

- to the satisfaction of the Whittlesea City Council

5 Lots 76 to 82 are to be attached double storey developments and have a consistent architectural design in accordance with the endorsed Bluestone Views Development Plan.

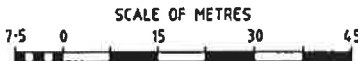
**NEIGHBOURHOOD DESIGN PLAN**

LOTS 76 TO 82 ON PSS19882T.

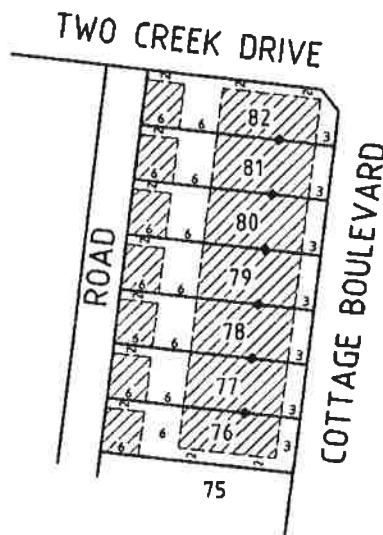
STAGE 2C "BLUESTONE VIEWS" ESTATE

EPPING NORTH

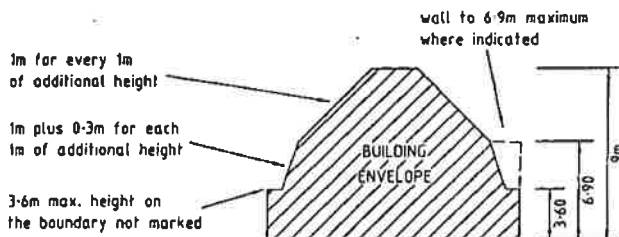
CITY OF WHITTLESEA



DRD153444J-15-9



NORTH



BUILDING HEIGHT PROFILE DIAGRAM  
NOT TO SCALE

M	I	L	L	A	R
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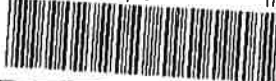
**Merrigan**  
Land Development Consultants

**MILLAR & MERRIGAN PTY. LTD.**  
ACN 005 341 668  
126 MERRINDALE DRIVE, CROYDON  
Telephone (03) 8720 9500  
Facsimile (03) 8720 9501  
PO BOX 247 CROYDON VIC 3136

**AD153444J**

01/10/2004 \$59

173



VERSION: 3: 14/9/2004

REF: 11203M5



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS727942R</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>20/01/2023 11:58</b>

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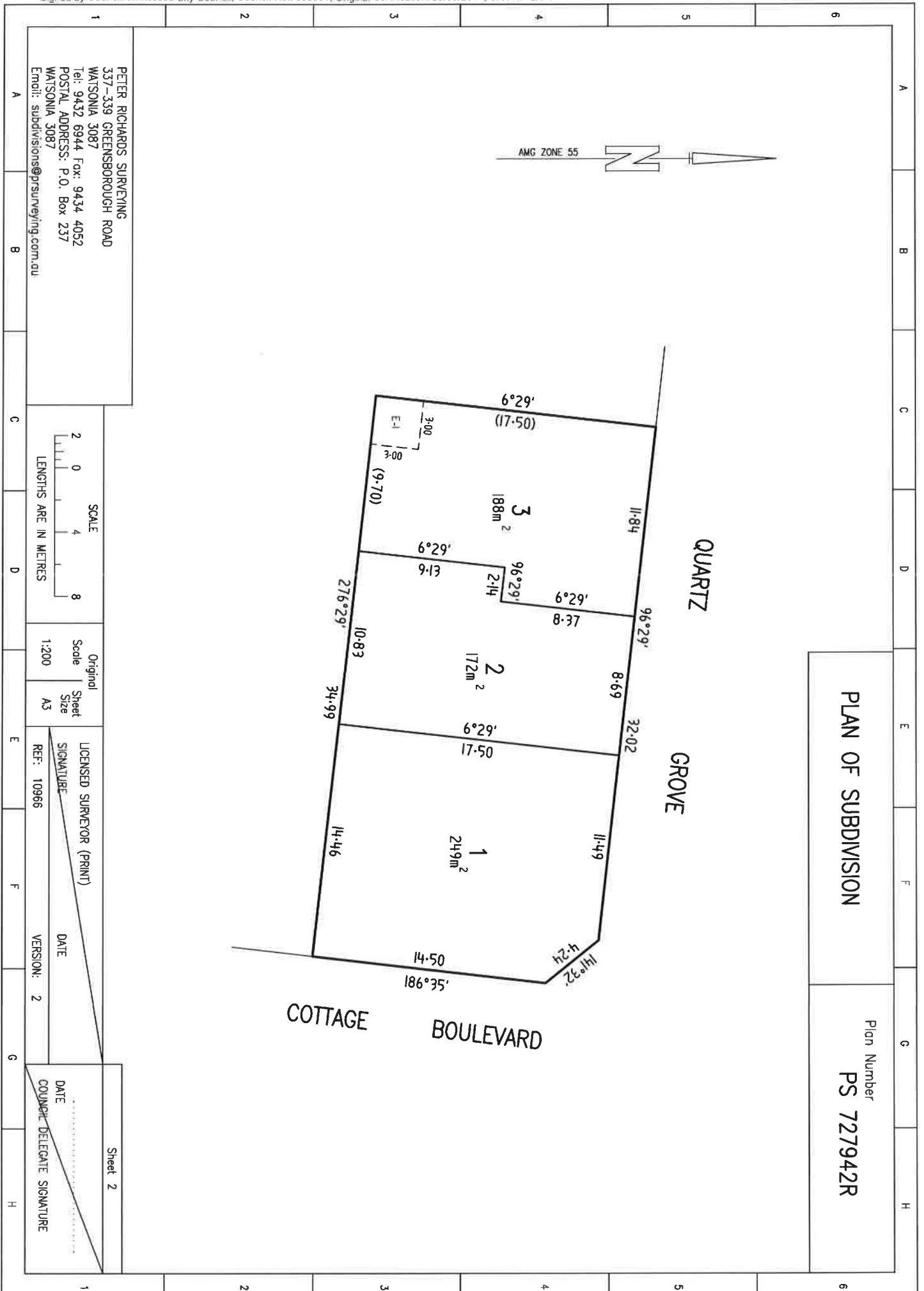
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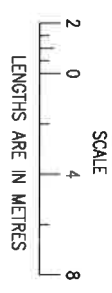
Signed by Council: Whittlesea City Council, Council Ref: 608561, Original Certification: 28/05/2014, S.O.C.: 12/06/2014

<b>PLAN OF SUBDIVISION</b>		Stage No. —	LRS USE ONLY <b>EDITION 1</b>	Plan Number <b>PS 727942R</b>
<p style="text-align: center;">LOCATION OF LAND</p> Parish : WOLLERT Township : ----- Section : 10 Crown Allotment : ----- Crown Portion : 3 (PART)  Title References : Vol 10834 Fol 291  Last Plan Reference : LOT 135 ON PS 518168X  Postal Address : 47 COTTAGE BOULEVARD (at time of subdivision) EPPING 3076  MGA Co-ordinates (of approximate centre of plan) E 326809 Zone 55 N 5833331		<p style="text-align: center;">COUNCIL CERTIFICATION AND ENDORSEMENT</p> Council Name: CITY OF WHITTLESEA Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>Open Space</u> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage  Council Delegate Council Seal Date / /  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			
NIL	NIL			
NOTATIONS				
<p style="text-align: center; margin: 0;"><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b></p> <p style="font-size: small; margin: 0;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		THIS IS A SPEAR PLAN  DEPTH LIMITATION : DOES NOT APPLY  STAGING : This <del>is</del> /is not a staged subdivision Planning Permit no. _____  SURVEY : This plan <del>is</del> /is <del>not</del> based on survey  To be completed where applicable This survey has been connected to permanent marks no(s). _____  In Proclaimed Survey Area no. _____		
EASEMENT INFORMATION				LRS USE ONLY  STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  Date 18/06/2014  LRS USE ONLY  PLAN REGISTERED  TIME 2.24 Pm  DATE 1/07/14 M.H Assistant Registrar of Titles  Sheet 1 of 2 Sheets
LEGEND : A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS 515615Q PS 515615Q	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LTD.
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 Email: subdivisions@prsurveying.com.au		LICENSED SURVEYOR (PRINT) IAN D. BARKER  SIGNATURE DIGITALLY SIGNED DATE REF: 10966 VERSION: 2		
				DATE _____ COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3

Signed by Council: Whittlesea City Council, Council Ref: 608561, Original Certification: 28/05/2014, S.O.C.: 12/06/2014



PETER RICHARDS SURVEYING  
 337-339 GREENSBOROUGH ROAD  
 WATSONIA 3087  
 Tel: 9432 6944 Fax: 9434 4052  
 POSTAL ADDRESS: P.O. Box 237  
 WATSONIA 3087  
 Email: subdivisions@prsurveying.com.au



Original Scale 1:200  
 Sheet Size A3

LICENSED SURVEYOR (PRINT)  
 SIGNATURE

DATE  
 VERSION: 2

Sheet 2  
 DATE  
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION  
 Plan Number  
 PS 727942R



**Plan of Subdivision PS727942R  
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S048565T  
Plan Number: PS727942R  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608561  
Surveyor's Plan Version: 2

**Certification**

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

**Public Open Space**

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

Has not been made at Certification

Digitally signed by Council Delegate: Renee Kueffer  
Organisation: Whittlesea City Council  
Date: 28/05/2014



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 20/01/2023 11:58:28 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS727942R**

The land in PS727942R is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Lots 1 - 3.

### Limitations on Owners Corporation:

Limited

### Postal Address for Services of Notices:

47 COTTAGE BOULEVARD EPPING VIC 3076

OC022535K 01/07/2014

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC022535K 01/07/2014

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
<b>Total</b>	<b>30.00</b>	<b>30.00</b>

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



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 20/01/2023 11:58:28 AM

**OWNERS CORPORATION 1  
PLAN NO. PS727942R**

Statement End.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

900938

## APPLICANT'S NAME & ADDRESS

**SARGEANTS WALLAN C/- TRISEARCH (WEBSITE) C/-  
LANDATA  
MELBOURNE**

## VENDOR

**MALLIA, EMMANUELE**

## PURCHASER

**N/A, N/A**

## REFERENCE

**608273**

This certificate is issued for:

**LOT 2 PLAN PS727942 ALSO KNOWN AS 30 QUARTZ GROVE EPPING  
WHITTLESEA CITY**

The land is covered by the:

**WHITTLESEA PLANNING SCHEME**

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

The land:

- is included in a **GENERAL RESIDENTIAL ZONE - SCHEDULE 1**
- is within a **VEGETATION PROTECTION OVERLAY - SCHEDULE 2**
- and a **DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2**
- and a **DEVELOPMENT PLAN OVERLAY - SCHEDULE 12**

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

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

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

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

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

23 January 2023

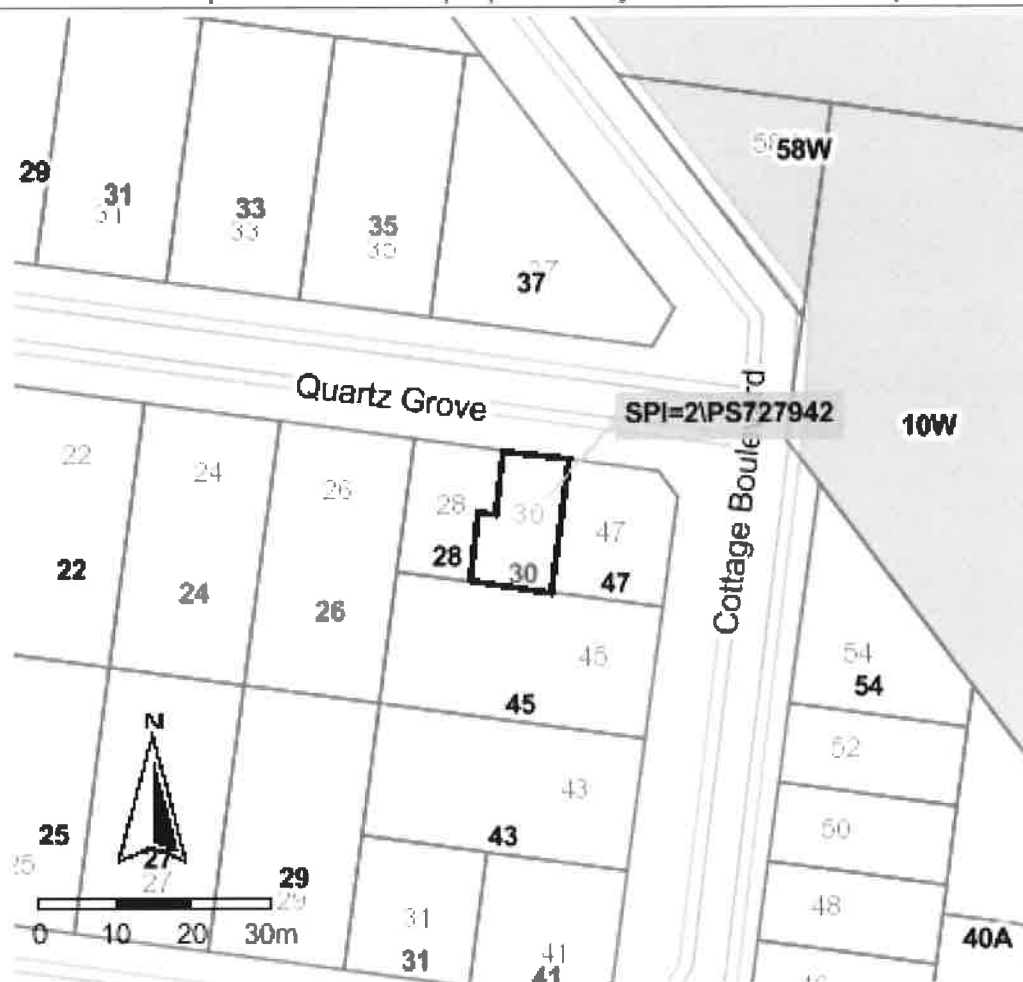
**Sonya Kilkenny  
Minister for Planning**

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

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

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

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



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#### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 January 2023 12:47 PM

## PROPERTY DETAILS

Address: **30 QUARTZ GROVE EPPING 3076**  
 Lot and Plan Number: **Lot 2 PS727942**  
 Standard Parcel Identifier (SPI): **2\PS727942**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **897504**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 D6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

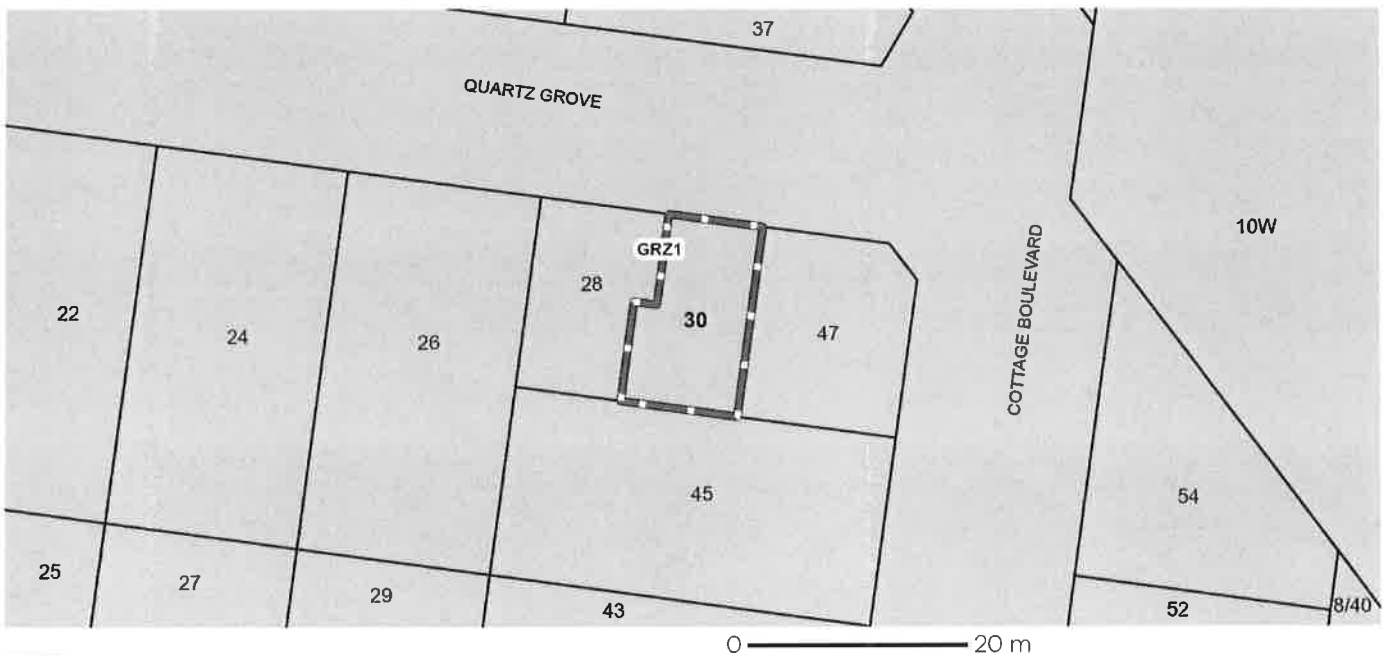
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



**DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



**DPO - Development Plan Overlay**

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

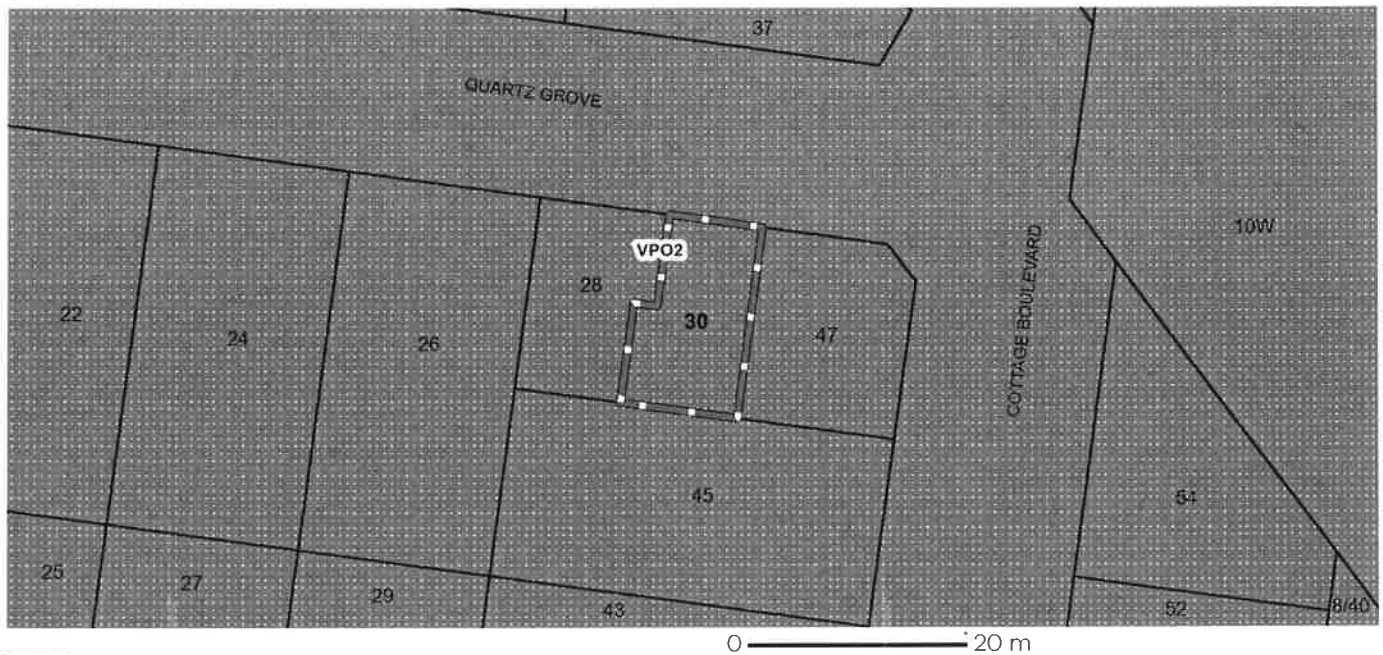
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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY – SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection Overlay

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

## Further Planning Information

Planning scheme data last updated on 11 January 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

<b>Date of issue</b> 24/01/2023	<b>Assessment No.</b> 897504	<b>Certificate No.</b> 148465	<b>Your reference</b> 67635007-018-7
------------------------------------	---------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2023

**Property location:** 30 Quartz Grove EPPING 3076  
**Description:** LOT: 2 PS: 727942R

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2022	1 July 2022	\$340,000	\$185,000	\$17,000

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

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

Rates and charges were declared with effect from 1 July 2022 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 01/07/2022	\$788.34
Fire services charge (Res) levied on 01/07/2022	\$117.00
Fire services levy (Res) levied on 01/07/2022	\$18.02
Waste Service Charge (Res/Rural) levied on 01/07/2022	\$130.20
Arrears to 30/06/2022	\$0.00
Interest to 11/07/2022	\$0.00
Other adjustments	-\$0.01
Less Concessions	-\$303.20
Sustainable land management rebate	\$0.00
Payments	\$0.00

<i>Balance of rates &amp; charges due:</i>	<b>\$750.35</b>
--	-----------------

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$750.35</b>
--	-----------------

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

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

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

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

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



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 897504



Phone 1300 301 185  
Ref 897504



Billor Code **5157**  
Ref 897504





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

20th January 2023

Terri Sari  
Sargeants Wallan

Dear Terri Sari,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	30 QUARTZ GROVE EPPING 3076
<b>Applicant</b>	Terri Sari Sargeants Wallan
<b>Information Statement</b>	30745595
<b>Conveyancing Account Number</b>	4900680000
<b>Your Reference</b>	23/7698

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  
ABN 93 058 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Yarra Valley Water Property Information Statement**

Property Address	30 QUARTZ GROVE 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.



YARRA VALLEY WATER  
ABN 93 056 302 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### **Melbourne Water Property Information Statement**

Property Address	30 QUARTZ GROVE EPPING 3076
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

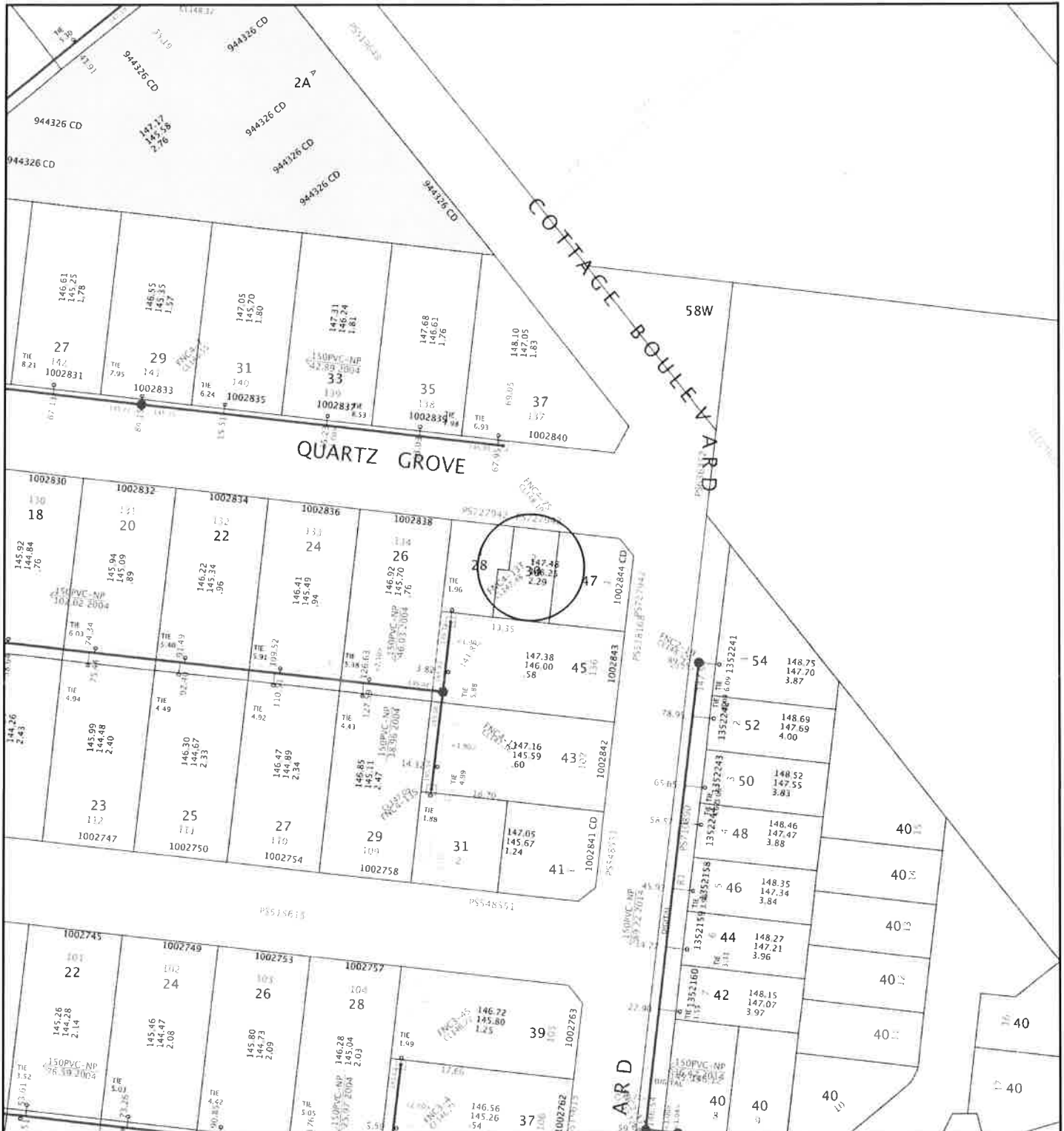
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**



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















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

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

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



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30745595</b>	<b>Address</b> 30 QUARTZ GROVE EPPING 3076		 <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b> 20/01/2023		
	<b>Scale</b> 1:1000		

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

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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



YARRA VALLEY WATER  
ABN 93 066 302 504

Lucknow Street  
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E enquiry@yvw.com.au  
yvw.com.au

Terri Sari  
Sargeants Wallan  
office@sargeantswallan.com

### RATES CERTIFICATE

**Account No:** 2710243915  
**Rate Certificate No:** 30745595

**Date of Issue:** 20/01/2023  
**Your Ref:** 23/7698

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
30 QUARTZ GR, EPPING VIC 3076	2\PS727942	5084820	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$19.47
Residential Water Usage Charge <i>Step 1 – 1.000000kL x \$2.48510000 = \$1.40</i> <i>Step 1 – 0.000000kL x \$2.44510000 = \$1.07</i> Estimated Average Daily Usage \$0.03	12-08-2022 to 07-11-2022	\$2.47	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$111.22
Residential Sewer Usage Charge <i>1.000000kL x 0.897370 = 0.897370 x 0.900000 = 0.807633 x</i> <i>\$1.15400000 = \$0.93</i> Estimated Average Daily Usage \$0.01	12-08-2022 to 07-11-2022	\$0.93	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$27.04

**Other Charges:**

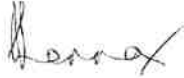
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$157.73

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
47 COTTAGE BVD, EPPING VIC 3076	135\PS518168	1617201	Superseded

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

**Total Due** \$157.73



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.
6. 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.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. 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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Property No:** 5084820

**Address:** 30 QUARTZ GR, EPPING VIC 3076

**Water Information Statement Number:** 30745595

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 27102439153

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / SARGEANTS WALLAN

**Your Reference:** 23/7698  
**Certificate No:** 58904836  
**Issue Date:** 24 JAN 2023  
**Enquiries:** JXD11

**Land Address:** 30 QUARTZ GROVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41380623	2	727942	11504	781	\$0.00

**Vendor:** EMMANUELE MALLIA  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR EMANUEL MALLIA	2023	\$185,000	\$0.00	\$0.00	\$0.00

**Comments:**

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	<b>\$340,000</b>
<b>SITE VALUE:</b>	<b>\$185,000</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58904836

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$185,000

Calculated as \$0 plus ( \$185,000 - \$0) multiplied by 0.000 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 58904836

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 58904836

### Visa or Mastercard

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

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sargeants Wallan C/- triSearch (Website)  
135 KING STREET  
SYDNEY 2000  
AUSTRALIA

Client Reference: 608273

NO PROPOSALS. As at the 23th January 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

30 QUARTZ GROVE, EPPING 3076  
CITY OF WHITTLESEA

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

Date of issue: 23th January 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 67635007 - 67635007104804 '608273'**

# OWNERS CORPORATION CERTIFICATE

**Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 11 and 12**

Under Section 151(3) of the Act, the owners corporation must issue an owners corporation certificate within 10 business days after it receives an application.

**Reference No. 23/7698**

**This Certificate is issued for: Lot 2 Owners Corporation**

**Plan No. PS727942R**

**Property located at: 30 Quartz Grove Epping Vic 3076**

**Under Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:**

(a) the current fees for the lot for each are annually or other period, are:

\_\_\_NIL\_\_\_ Annually period *(Please indicate period)*

(b) the date up to which the fees for the lot have been paid, is:

\_\_\_NIL\_\_\_\_\_

(c) the total of any unpaid fees or charges for the lot, is:

\_\_\_NIL\_\_\_\_\_

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable, are:

\_\_\_NIL\_\_\_\_\_

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is:

\_\_\_NIL\_\_\_\_\_

(f) in relation to the owners corporation's insurance cover—

(i) the name of the company :

  NIL  \_\_\_\_\_

---

(ii) the number of the policy :

  NIL  \_\_\_\_\_

(iii) the kind of policy :

  NIL  \_\_\_\_\_

(iv) the buildings covered:

  NIL  \_\_\_\_\_

---

(v) the building amount:

  NIL  \_\_\_\_\_

(vi) the public liability amount:

  NIL  \_\_\_\_\_

(vii) the renewal date:

  NIL  \_\_\_\_\_

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is:

  NOT APPLICABLE  \_\_\_\_\_

(h) the total funds held by the owners corporation, is:

  NIL  \_\_\_\_\_

---

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities:

  NIL  \_\_\_\_\_

---

(j) details of any current contracts, leases, licences or agreements affecting the common property:

  NIL  \_\_\_\_\_

---

(k) details of any current agreements to provide services to lot owners, occupiers or the public:

  NIL  \_\_\_\_\_

---

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied:

NIL  

---

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings:

  NIL  

---

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager:

  NIL  

---

---

---

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator:

  NOT APPLICABLE  

---

(p) the minutes of the most recent annual general meeting of the owners corporation.

---

**Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:**

(i) a copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and

---

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and

**A statement in the prescribed form required by subsection (ii) is included at Page 5.**

(iii) a copy of all resolutions made at the last annual general meeting of the owners corporation; and

---

(iv) any other documents of a prescribed kind; and

---

(v) a statement advising that further information on prescribed matters can be obtained by inspection of the owners corporation register.

---

This Owners Corporation Certificate was prepared on: 20/01/2023 (DATE)

..... (SIGNATURE) (PRINT NAME) Tara Williams as Conveyancer for the

Vendor: Emmanuele Malfra .....

NAME of Management Company (if relevant) as delegate of the owners corporation.

**THE COMMON SEAL of OWNERS CORPORATION NO.**

Affix Common Seal here

was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

**Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:**

## **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

## **How are decisions made by an owners corporation?**

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

## **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

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# MODEL RULES FOR AN OWNERS CORPORATION

## **1 Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2 Management and administration**

### **2.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **3 Use of common property**

### **3.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **3.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the

**Owners Corporations Act 2006.**

# Due Diligence Checklist

What you need to know before buying a residential property



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

## Urban living

### ***Moving to the inner city?***

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

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

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

## Growth areas

### ***Are you moving to a growth area?***

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

## Flood and fire risk

### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

[consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist)



### **Soil and groundwater contamination**

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

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

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

**Utilities and essential services**

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

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

**Buyers' rights**

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

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