

Antonio Petrolo

Vendor(s)

and

Purchaser(s)

CONTRACT OF SALE

**Property Address: 53 Excelsior Heights
CRAIGIEBURN VIC 3064**



Oakley Thompson & Co.
Solicitors • Consultants • Established 1881
Incorporating Prompt Legal Services

OTLAWYERS PTY LTD ABN 16 676 785 747

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IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

(Section 31 Sale of Land Act 1962)

- You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
- You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
- You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.
-

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

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

IMPORTANT NOTICE TO INTERESTED PURCHASERS

This information has been supplied to us. Prompt Legal Services Pty. Ltd. accepts no responsibility for any omissions or errors in the documentation. It is possible that further details and / or changes relating to the documentation may be included at a later date prior to any sale of the property. Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Signature(s):	
Print Name(s):	
Date:	2025
State nature of authority [if applicable] (e.g. ‘director’, ‘attorney under power of attorney’)	

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

SIGNED BY THE VENDOR

Signature(s):	
Print Name(s):	Antonio Petrolo
Date:	2025
State nature of authority [if applicable] (e.g. ‘director’, ‘attorney under power of attorney’)	

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

PARTICULARS OF SALE

VENDOR

VENDOR'S ESTATE
AGENT

REF:
PH:
Mob:
email:

VENDOR(S)

Antonio Petrolo

VENDOR'S LEGAL
PRACTITIONER OR
CONVEYANCER

Oakley Thompson & Co.
259A Keilor Road
Essendon Victoria 3040

REF: SHANNYN STENNER
PH: (03) 9379 0877
s.stenner@oakleythompson.com
REF: 24/29476

PURCHASER

PURCHASER

PURCHASERS
DETAILS

Address:
Telephone:
Email:

PURCHASER'S
LEGAL
PRACTITIONER OR
CONVEYANCER

of

REF:
PH:
FAX:

LAND *(general conditions 7 and 13)*

The land is -
described in the table below-

The whole of Certificate of Title reference	Being lot	On Plan
Volume 10491 Folio 343	78	PS 422018C

PROPERTY
ADDRESS:

The address of the land is

**53 Excelsior Heights
CRAIGIEBURN VIC 3064**

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

The land includes all improvements and fixtures

GOODS (*general condition 6.3(f)*)
(*List or attach schedule if required*)

All fixed floor coverings, electric light fittings and window furnishings.

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

PAYMENT

PRICE \$

DEPOSIT \$

by
(of which \$
has been paid)

BALANCE \$

Payable at settlement

GST

(*refer to general condition 19*)

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

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

GST WITHHOLDING

Notice is required to be given by the vendor: **No**

Withholding required by Purchaser: **NO - the premises are not new**

SETTLEMENT (refer to general condition 17 & 26.2)

Is due on / / **202**__

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

- the above date; or
- fourteen (14) days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision;
- fourteen (14) days after the Vendor gives notice to the purchaser in writing that the Occupancy Permit has issued for the dwelling.

LEASE (refer to general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear here: _ **N/A** _ in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 30)

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

LOAN

(refer to general condition 20)

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

Lender: _____
(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: ____ / ____ / 202__

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. LOSS OR DAMAGE BEFORE SETTLEMENT

General Condition 31 (Loss or damage before settlement) is amended by deleting General Conditions 31.4, 31.5 and 31.6.

2. AUCTION CONDITIONS

If the property is offered for sale by public auction, subject to the vendor's reserve price, the Rules for the conduct of the auction are set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

3. DEPOSIT RELEASE

3.1 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.

3.2 The Purchaser must not unreasonably refuse to give notice in accordance with section 27 (3) of the said Act.

4. REPRESENTATIONS

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor (or anyone on the vendor's behalf) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.

5. IDENTITY AND MEASUREMENTS

The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser must not make any requisition nor claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the cost of doing so.

6. CONDITION AND STATE OF REPAIR

- 6.1 The purchaser acknowledges that the property is sold in the condition and state of repair and subject to all faults and defects existing at the day of sale.
- 6.2 No warranty or representation (whether express or implied) is given about the property by the vendor (or anyone on the vendor's behalf) regarding;
- (a) the nature, condition, quality or state of repair,
 - (b) defects (latent or patent), dilapidation or infestation (including without limitation its environmental condition or contamination),
 - (c) fitness for any purpose, and/or
 - (d) compliance with building regulations.
- 6.3 The purchaser expressly releases the vendor (and/or anyone acting on behalf of the vendor) from any claims or demands in respect to any warranty or representation alleged to have been given about the property.

7. LAND TAX AND RATES

No monies shall be withheld from the vendor from the purchase monies payable under this contract on account of any rates or state land tax which may be or may after the date of this contract become charges on the land. The vendor acknowledges that it may be liable for payment of any rates and state land tax chargeable upon the land to the date upon which the purchaser becomes entitled to possession and shall indemnify and keep the purchaser indemnified in respect of any such rates or state land tax charged upon the property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the property.

8. ADJUSTMENTS

If requested, the Purchaser must provide copies of all certificates, searches and other information used to calculate adjustments. The vendor will not be obliged to provide payment details until such time as the copies have been received.

9. CONTRACT VARIATION

The purchaser acknowledges that the vendor will incur additional legal costs if the purchaser requests any variation to this contract, including, but not limited to, extension of loan approval, building report or pest report approval dates. The purchaser must pay at settlement an amount of \$110.00 inclusive of GST to the vendor's legal practitioner for each separate extension or variation granted by the vendor.

10. SETTLEMENT RESCHEDULING FEE

The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$220.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with consent of the vendor.

11. DWELLING

11.1 No Warranty

(a) General Condition 6.6 is deleted.

(b) The Vendor gives no warranty in relation to the dwelling on the land or the condition thereof and the Purchaser accepts the property as inspected in its present condition.

11.2 Acknowledgement

The Purchaser acknowledges that the property includes a dwelling completed pursuant to building permit number 357401/0 (the "First Permit"), which was issued on 23 March 2001 by WNL Building Surveying, who subsequently went into administration. The Purchaser further acknowledges that building permit number BSU14813/2195714WNL/0A issued on 27 July 2018 by Rocco Di Raco was issued because the First Permit expired and for the purpose of doing the final inspection for the occupancy permit issued on 19 July 2019. The Purchaser acknowledges that the warranty insurance (if any) in respect of the works done pursuant to the First Permit has or would have expired and that no warranty insurance is applicable or will be provided by the Vendors in relation to the subsequent permits.

11.3 No Objection of Requisition

The Purchaser may not make any requisitions, or objections or claim any compensation from the Vendor in respect of the building permits, occupancy permit any matter disclosed therein or any alleged non-compliance with or failure to obtain any permit or warranty insurance or non-compliance with any laws relating thereto, including without limitation the *Building Act 1993* and regulations made under.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

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

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

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition
- 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19 GST

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

- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

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

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

- 26.1 Time is of the essence of this contract.

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

27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

The party to this Instrument named and described after the words "the Guarantor" in the schedule here to (the "Guarantor") IN CONSIDERATION of the Vendor named and described in the Contract of Sale annexed hereto and bearing even date herewith (the "Contract") entering into the Contract with the Purchaser named and described in the Contract HEREBY AGREES to guarantee and indemnify the Vendor as follows: -

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within fourteen (14) days of the date for each payment as prescribed whether a demand for payment has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen (14) days after the due date of observance or performance as prescribed by the Contract whether a demand for such observation or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the guarantor or severally in respect of any other guarantee or security) or release part with vary relinquish or renew in whole or in part any security document of title assets or right to be held by the Vendor.
4. All moneys received by the Vendor from or account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove the total indebtedness of the Purchaser.
5. In the event of liquidation or bankruptcy of the Purchaser the Guarantor authorizes the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under the Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.
10. In the event of the Purchaser exercising his rights under the Sale of Land Act 1962 to call for a Transfer of Land and a Mortgage to secure the moneys otherwise then outstanding under the Contract the Guarantor will execute on demand a guarantee of the mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. When not inconsistent with the context the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include the Guarantor his executors and administrator or in the case of

a corporate Guarantor that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every one of them or any of them and the executors administrators or successors of each and every one of them or any of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally. The expression "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meanings assigned to them in the contract. Words importing persons shall extend to and include companies and corporations and words importing singular or plural number shall extend to and include the plural and singular numbers respectively. Words importing one gender shall extend to and include any other gender.

IN WITNESS WHEREOF the Guarantor/s have set their hands and seals the day of _____ 202__

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SCHEDULE

THE GUARANTORS:

SALE OF LAND REGULATIONS 2005
SCHEDULE 1
GENERAL RULES
FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Antonio Petrolo

VENDOR'S STATEMENT

**Property Address: 53 Excelsior Heights
CRAIGIEBURN VIC 3064**



Oakley Thompson & Co.

Solicitors • Consultants • Established 1881

Incorporating Prompt Legal Services

OTLAWYERS PTY LTD ABN 16 676 785 747

259A Keilor Road Essendon VIC 3040

Telephone: (+613) 9379 0877

Liability limited by a scheme approved under Professional Standards Legislation

**VENDOR'S STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: ANTONIO PETROLO

PROPERTY ADDRESS: 53 Excelsior Heights
Craigieburn VIC 3064

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit to buy.

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

1 FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge other than those disclosed in the attached certificates

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

The 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 the charge are as follows:-

None to the vendors knowledge other than those disclosed in the attached certificates

2 INSURANCE

(a) **Damage and Destruction**

This section 2(a) only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

(b) **Owner-Builder**

This section 2(b) only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

No such Insurance has been effected to the Vendors knowledge and a copy of the condition report required by section 137B of the Building Act 1993 is attached

3 LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Easements affecting the land are as set out in the attached copies of title.

Covenants affecting the land are as set out in the attached copies of title.

Other restrictions affecting the land are as attached.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is **Not** in an area that is designated as a bushfire prone area under section 192A of the *Building Act 1993*

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme: See attached certificate.
Responsible Authority: See attached certificate.
Zoning: See attached certificate.
Planning Overlay/s: See attached certificate.

4 NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-

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

(b) The **Vendor is not aware** of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the **Land Acquisition and Compensation Act 1986** are: **None to the Vendors knowledge**

5 BUILDING PERMITS

Particulars of any Building Permit issued under the **Building Act 1993** during the past seven years (where there is a residence on the land):-
Is contained in the attached Certificate/s.

6 OWNERS CORPORATION

The Land is **NOT** affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the **Planning and Environment Act 1987** is **NOT**

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed.

8 SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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 settlement, and the purchaser will have to have the service reconnected.

9 MATERIAL FACT DISCLOSURE

The Vendor hereby discloses to the Purchaser the following material facts with respect to the property:

Not applicable

10 TITLE

Attached are the following document/s concerning Title:

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

DATE OF THIS STATEMENT 24 day of March 2025

Signature/s of Vendor/s
Antonio Petrolo

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

DATE OF THIS STATEMENT day of 2025

Signature/s of Purchaser/s



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

VOLUME 10491 FOLIO 343

Security no : 124122833434C
Produced 14/03/2025 11:44 AM

LAND DESCRIPTION

Lot 78 on Plan of Subdivision 422018C.
PARENT TITLES :
Volume 08279 Folio 644 Volume 09484 Folio 492
Created by instrument PS422018C 10/01/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANTONIO PETROLO of 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064
AY922855S 28/02/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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.

DIAGRAM LOCATION

SEE PS422018C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY922111U (E)	CONV PCT & NOM ECT TO LC	Completed	28/02/2025
AY922855S (E)	TRANSFER	Registered	28/02/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 21731N MULBRIDGE LAWYERS
Effective from 28/02/2025

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS422018C
Number of Pages (excluding this cover sheet)	18
Document Assembled	14/03/2025 11:44

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PLAN OF SUBDIVISION	Stage No. /	LTO use only EDITION 3	PLAN NUMBER PS 422018C
----------------------------	-------------	----------------------------------	----------------------------------

Location of Land
 Parish: Kalkallo
 Township: _____
 Section: _____
 Crown Portion: I (Part)

LTO base record: D.C.M.B.
 Title References:
 Vol 8279 Fol 644 and Vol 9484 Fol 492

Last Plan Reference: BP 1258

Postal Address: Cnr Hume Highway and
 Mt Ridley Road
 Mickleham 3064

AMG Co-ordinates: E 317,400m
 (Of approx. centre of plan) N 5,839,600m Zone 55

Council Certification and Endorsement

Council Name: Hume City Council Ref: S.3061

~~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 25/6/1999

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

Open Space

(i) A requirement for public open space under section 18 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 **22 / 9 / 99**

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS RI RESERVES No.1 AND No.2	CITY OF HUME SOLARIS POWER LIMITED

Notations

Depth Limitation: Does not apply	Staging This is/is not a staged subdivision Planning Permit No.
Number of lots: 100 Area of stage: 13.69ha Area of roads: 4.747ha	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In Proclaimed Survey Area no.
Lot number 40 has been omitted from this plan. Other purpose of plan: Creation of restriction upon registration of this plan (see sheet 17).	

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easements R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	ELECTRICITY SUPPLY	SEE DIAG.	THIS PLAN	SOLARIS POWER LIMITED
E-2	DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN	LAND IN THIS PLAN YARRA VALLEY WATER LIMITED
E-3	ELECTRICITY SUPPLY DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN THIS PLAN	SOLARIS POWER LIMITED LAND IN THIS PLAN YARRA VALLEY WATER LIMITED
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LTO use only _____

Statement of Compliance / Exemption Statement

Received

Date **7 / 1 / 00**

LTO use only _____

PLAN REGISTERED
 TIME **9.50am**
 DATE **10 / 1 / 00**

C. H. H. H.
 Assistant Registrar of Titles

LICENSED SURVEYOR MALCOLM JOHN PERRIAM DATE 21/9/1999
 REG 6229/IR/05 VERSION 6 SIGNATURE _____

Sheet 1 of 17 Sheets



PEYTON WAITE
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
 CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



6229_IR.G04

DATE / /

COUNCIL DELEGATE SIGNATURE

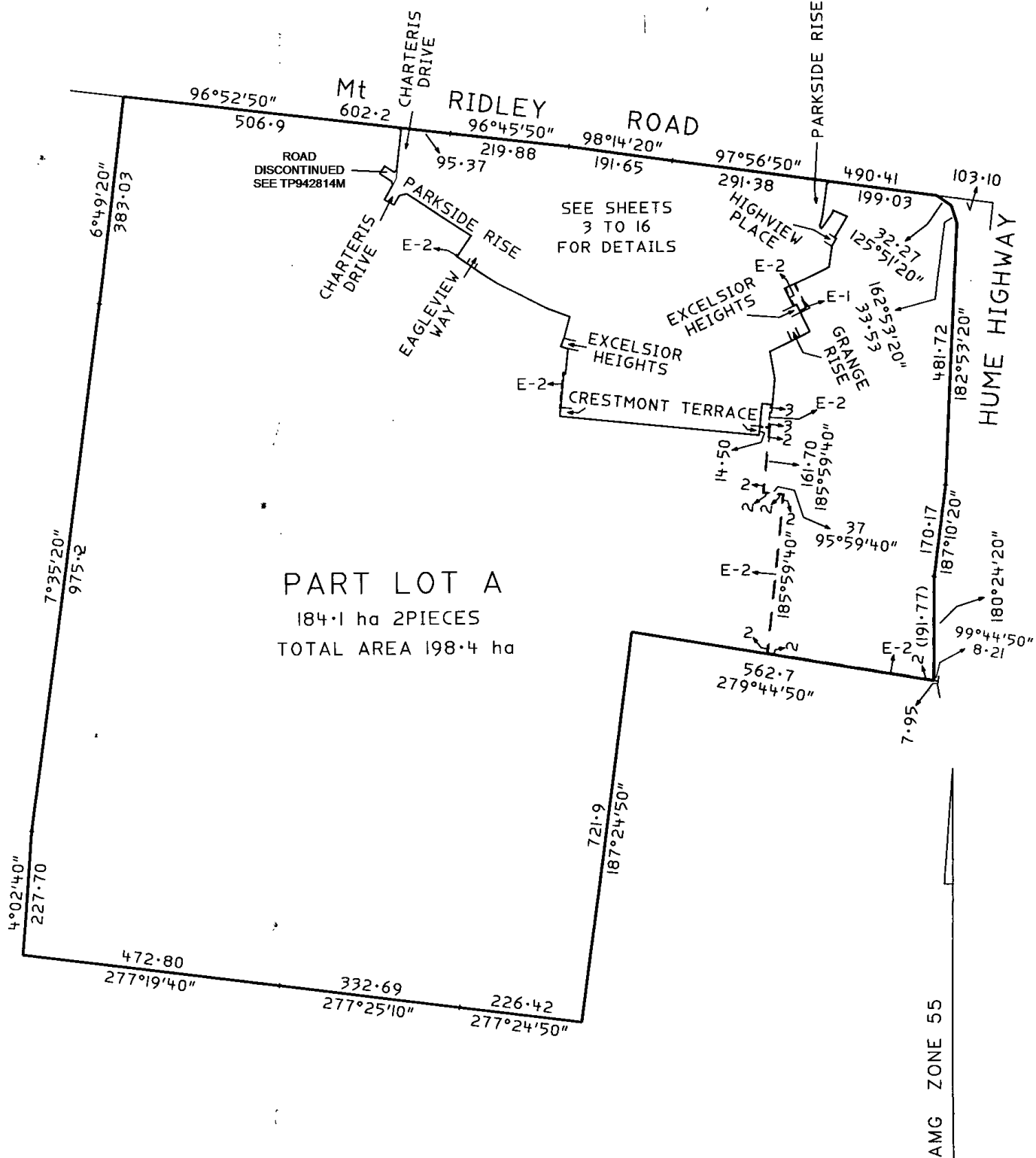
Original sheet size **A3**

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422018C



PART LOT A
 184.1 ha 2PIECES
 TOTAL AREA 198.4 ha

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:7500

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

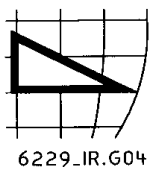
SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6



PEYTON WAITE

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SHEET 2 OF 17 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. **PS 422018C**

Plan Number

Mt RIDLEY ROAD

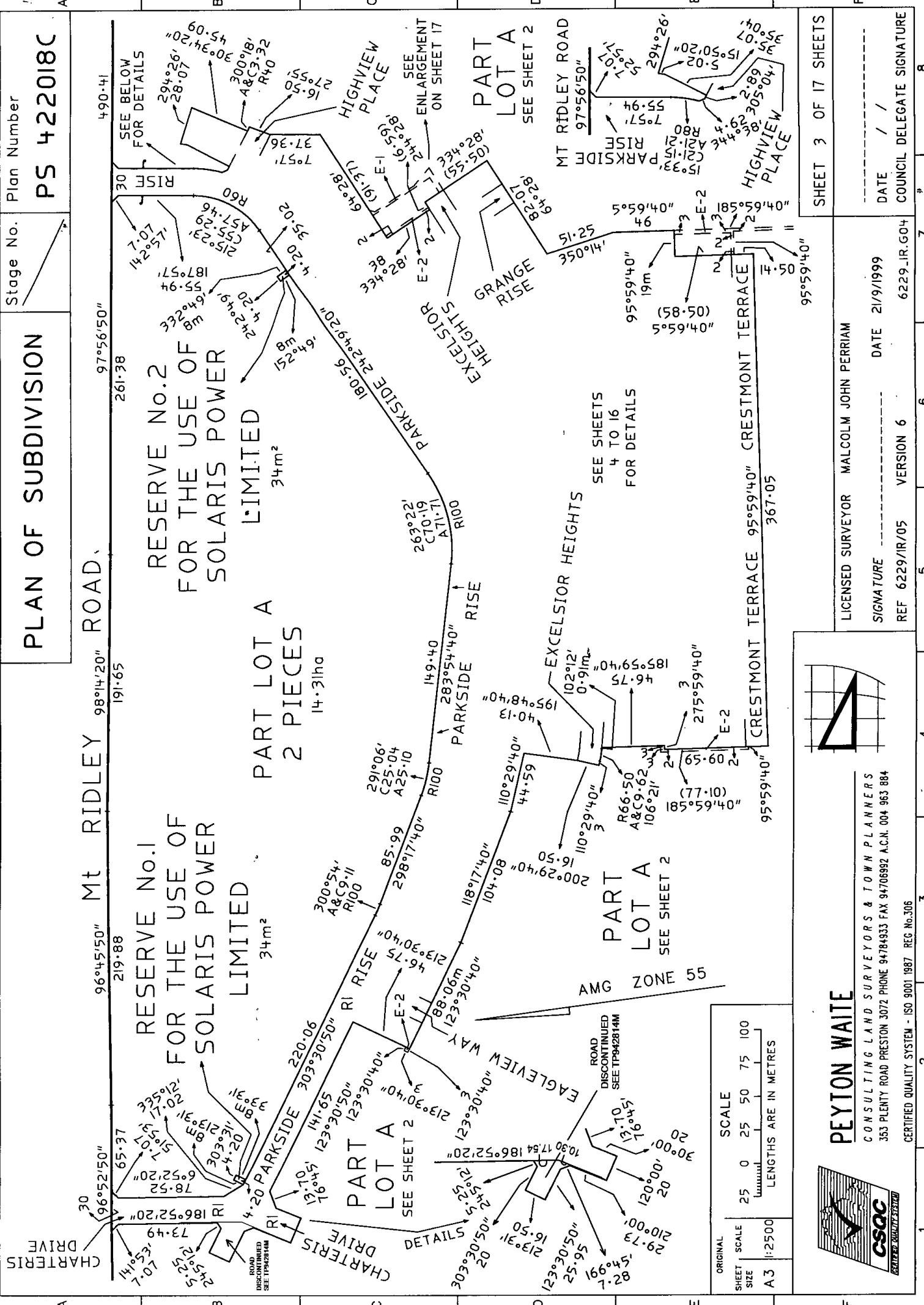
RESERVE No.1 FOR THE USE OF SOLARIS POWER LIMITED

RESERVE No.2 FOR THE USE OF SOLARIS POWER LIMITED

PART LOT A 2 PIECES 14.31ha

PART LOT A SEE SHEET 2

PART LOT A SEE SHEET 2

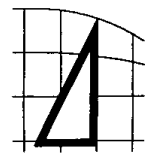


ORIGINAL SCALE

SHEET SCALE 25 0 25 50 75 100

A3 1:2500

LENGTHS ARE IN METRES



PEYTON WAITE

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LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6 6229_IR.G04
 COUNCIL DELEGATE SIGNATURE _____ DATE / /

SHEET 3 OF 17 SHEETS

1 2 3 4 5 6 7 8

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422018C

Mt RIDLEY ROAD

97°56'50"

490.41

PART LOT A
SEE SHEET 2

PART LOT A
SEE SHEET 3

RISE

RI

PARKSIDE

HIGHVIEW
PLACE

AMG
ZONE 55

1187m²

2

SEE SHEET 5

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

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

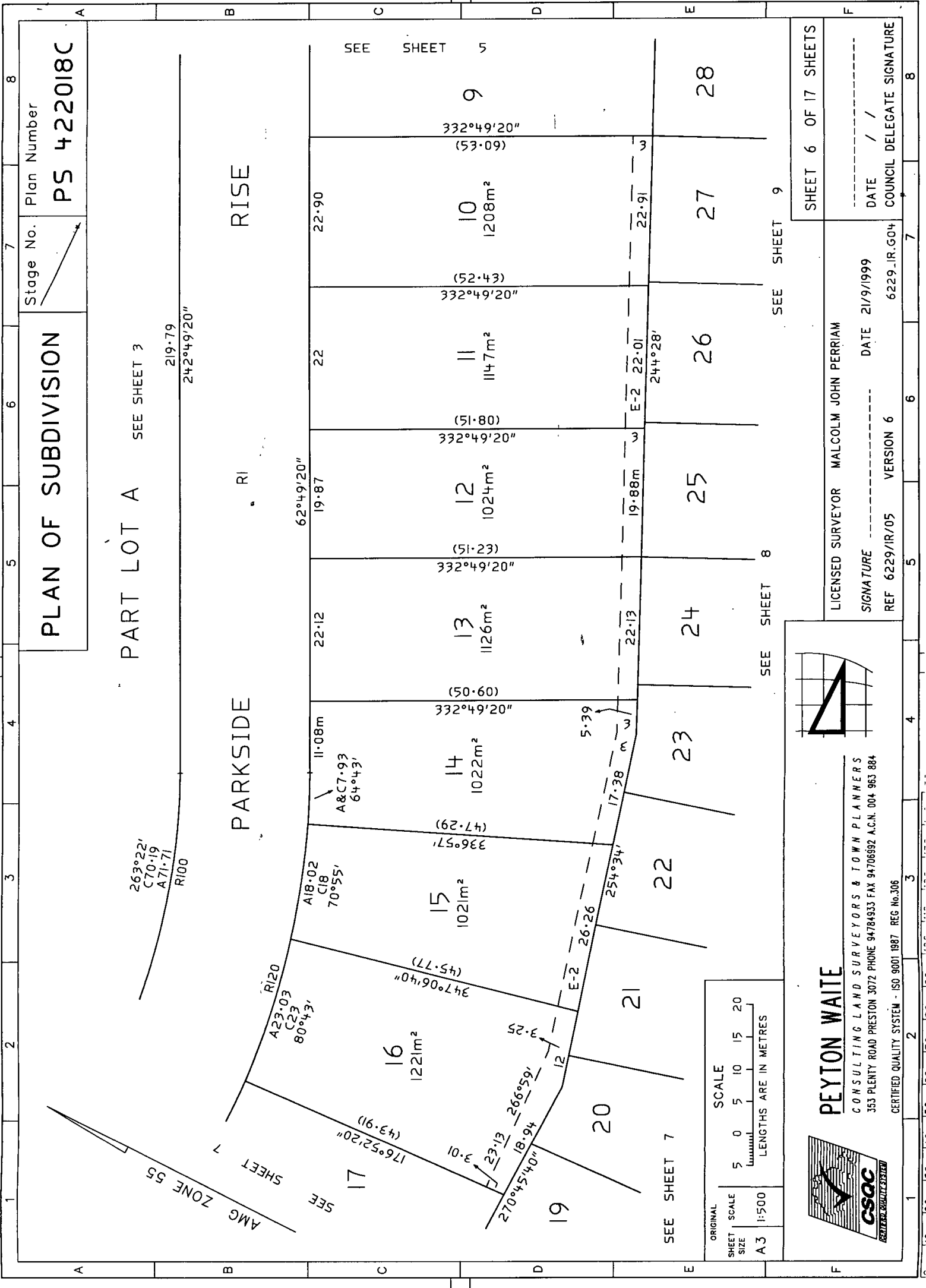
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306

6229_IR.G04

SHEET 4 OF 17 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No. / Plan Number
PS 422018C

PART LOT A SEE SHEET 3

PARKSIDE RISE

1 2 3 4 5 6 7 8


A B C D E F

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

SHEET 6 OF 17 SHEETS

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
SIGNATURE / / DATE 21/9/1999
REF 6229/IR/05 VERSION 6 6229-IR.G04

PEYTON WAITE
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353 PLENTY ROAD PRESTON 3072 PHONE 94784833 FAX 94706992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001:1987 REG No.306



SEE SHEET 8

SEE SHEET 9

SEE SHEET 7

SEE SHEET 5

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422018C

PART LOT A

SEE SHEET 3

263°22'
C70.19
A71.71
R100

PARKSIDE

RI

RISE

SEE SHEET 15

SEE SHEET 6

SEE SHEET 14

SEE SHEET 8

AMG ZONE 55

GRANDVIEW BOULEVARD

87

86
1010m²

17
1017m²

16

84

85
821m²

18
759m²

19
846m²

20
766m²

EXCELSIOR HEIGHTS

EXCELSIOR

HEIGHTS

68

SEE SHEET 12

59

SEE SHEET 12

58

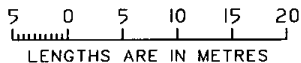
SEE SHEET 11

ORIGINAL

SCALE

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SHEET SCALE
SIZE A3 1:500



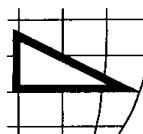
SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6



PEYTON WAITE

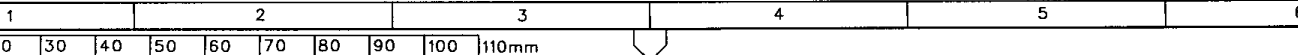
CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



6229-IR.604

SHEET 7 OF 17 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



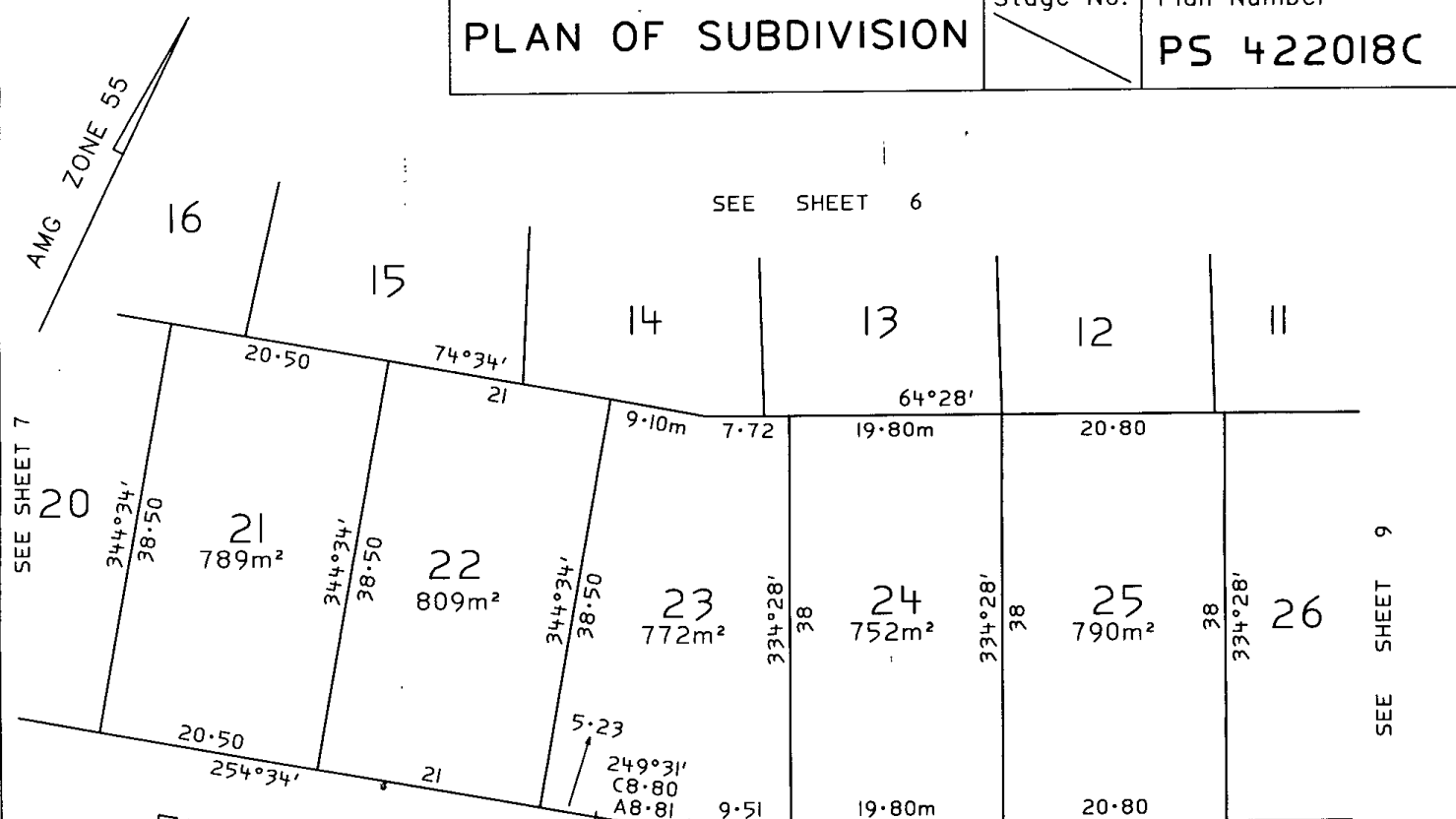
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422018C

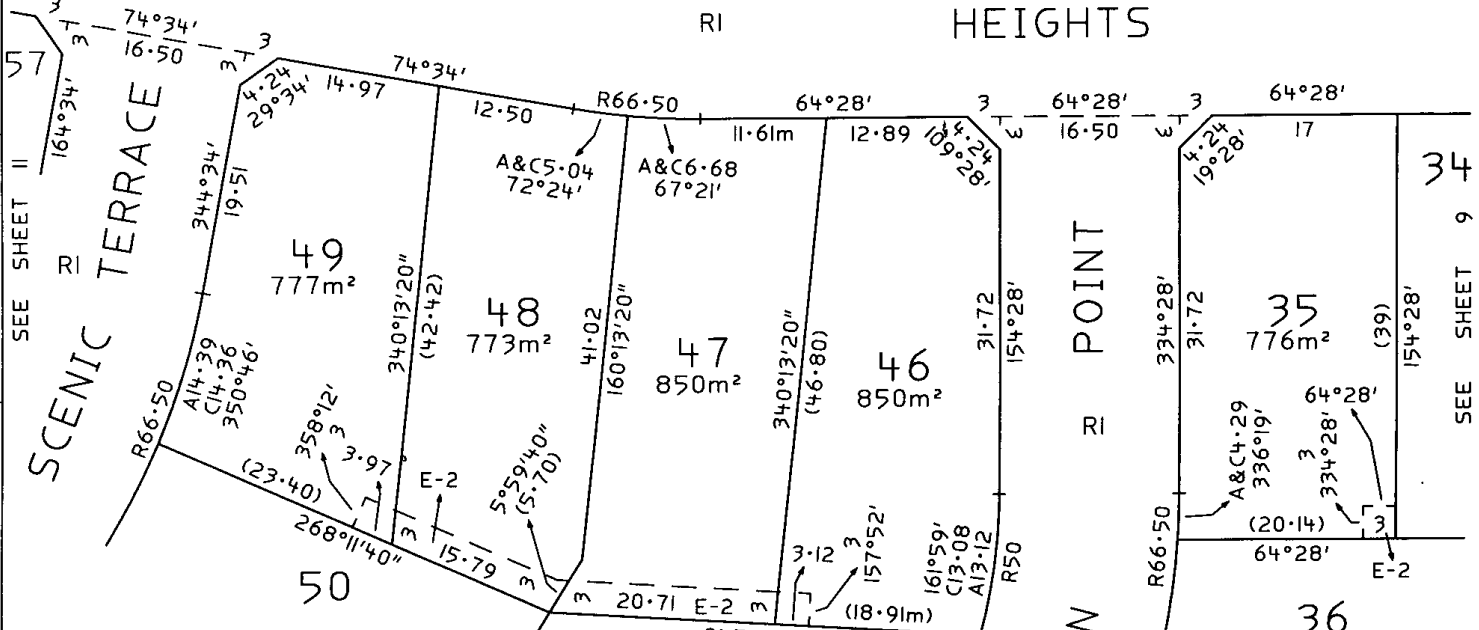
SEE SHEET 6



EXCELSIOR

RI

HEIGHTS



CROWN

SEE SHEET 10

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

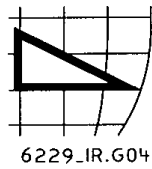
SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
 CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 8 OF 17 SHEETS

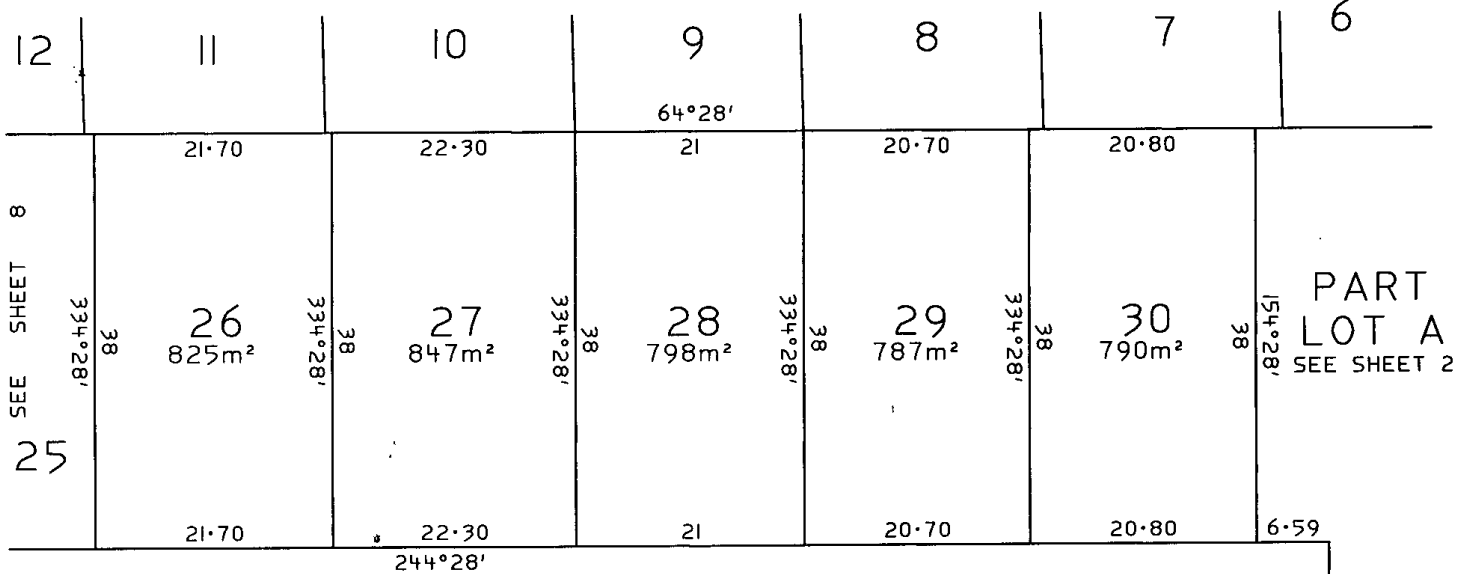
DATE / /

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

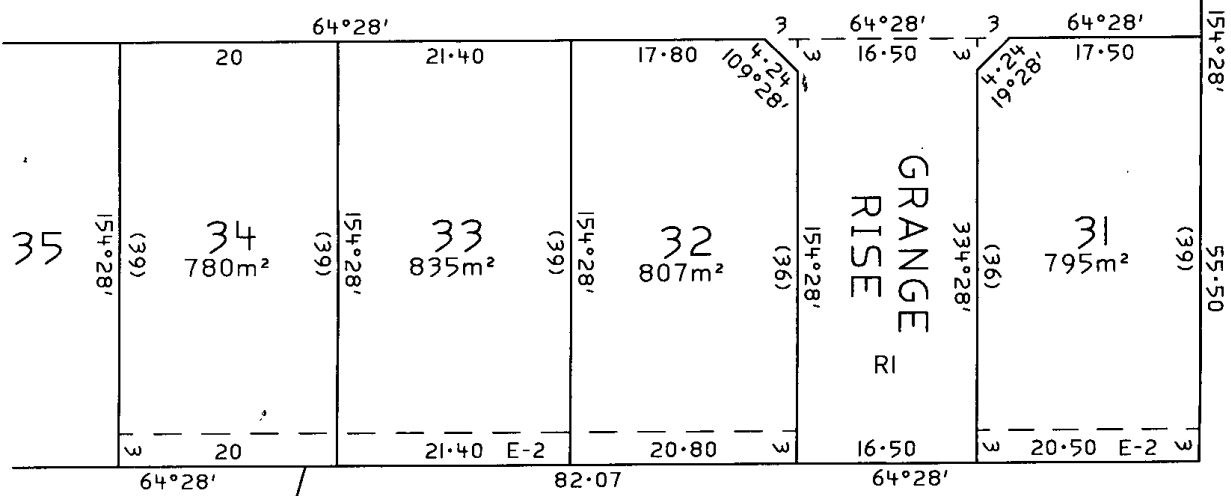
Stage No.	Plan Number
	PS 422018C

SEE SHEET 6 SEE SHEET 5



PART LOT A
SEE SHEET 2

EXCELSIOR RI HEIGHTS



GRANGE RISE RI

36
SEE SHEET 10

PART LOT A
SEE SHEET 2

AMG ZONE 55

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

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

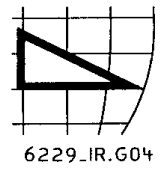
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REF 6229/IR/05 VERSION 6



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CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 9 OF 17 SHEETS

DATE / /

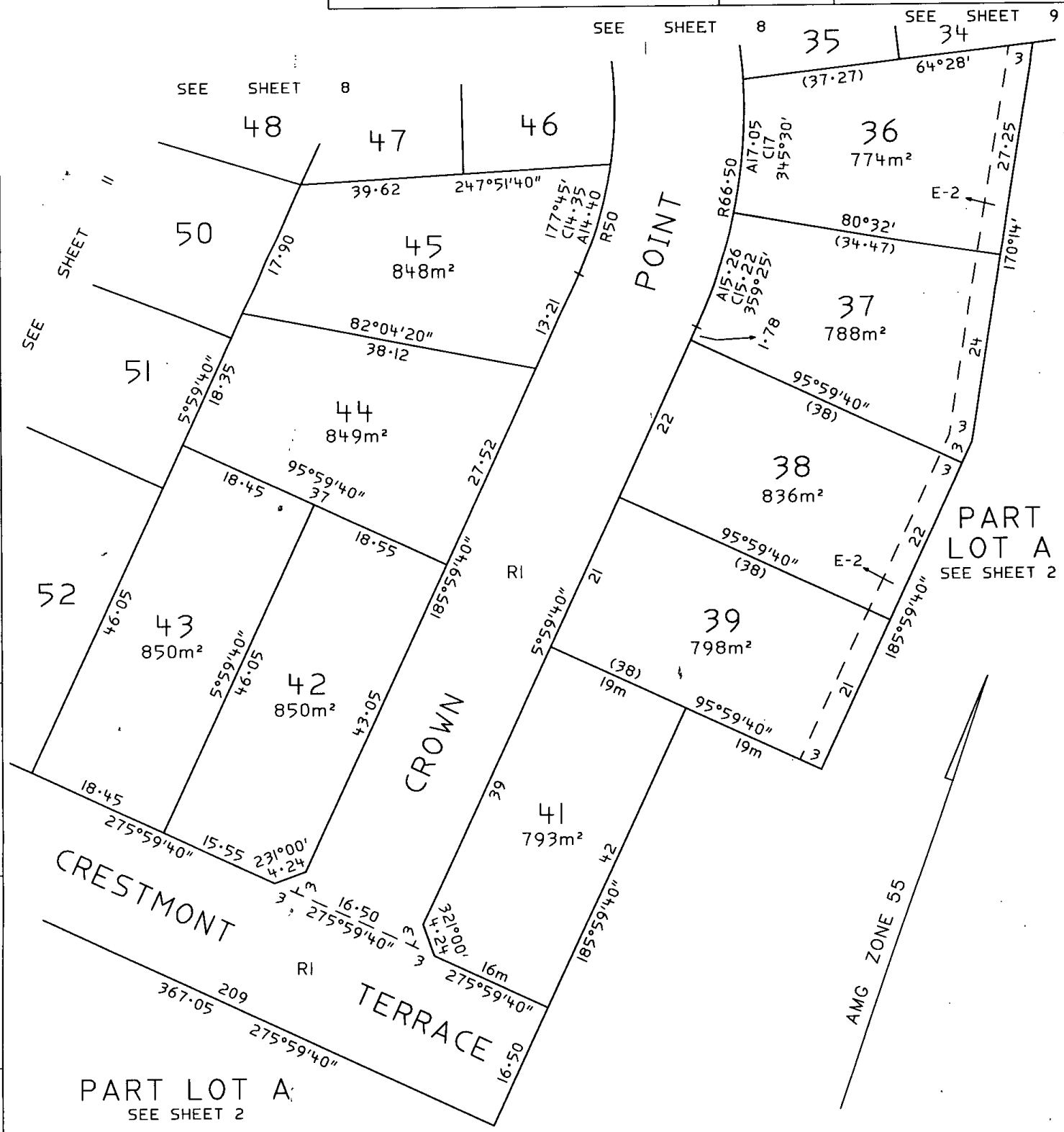
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422018C



ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:500

5 0 5 10 15 20

LENGTHS ARE IN METRES

LICENCED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6

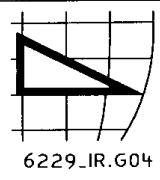


PEYTON WAITE

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CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 10 OF 17 SHEETS

DATE / /

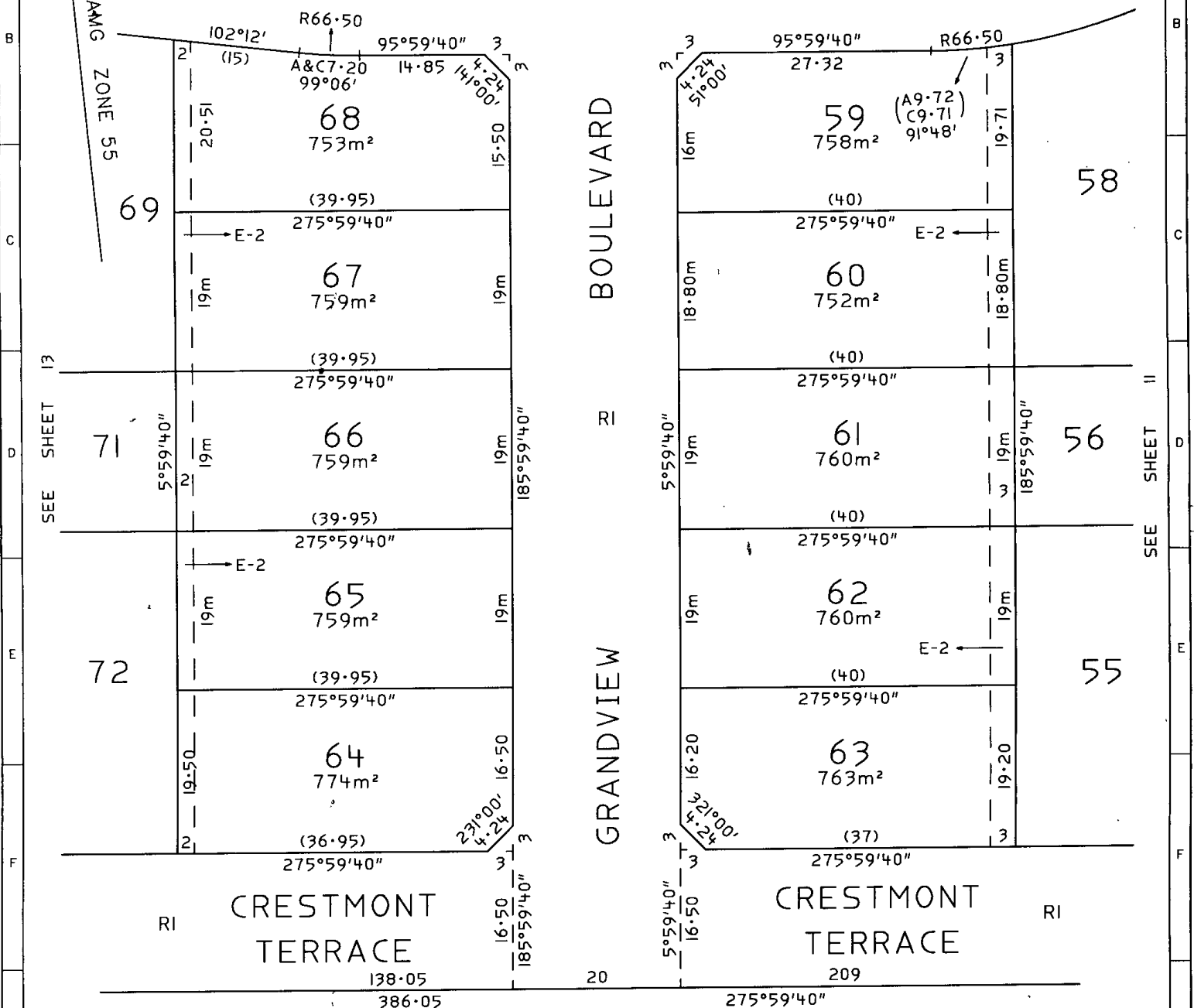
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 422018C

SEE SHEET 7

EXCELSIOR RI HEIGHTS



PART LOT A
SEE SHEET 2

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:500

LENGTHS ARE IN METRES

5 0 5 10 15 20

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

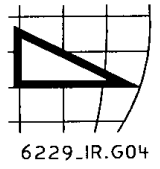
SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6



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CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 12 OF 17 SHEETS

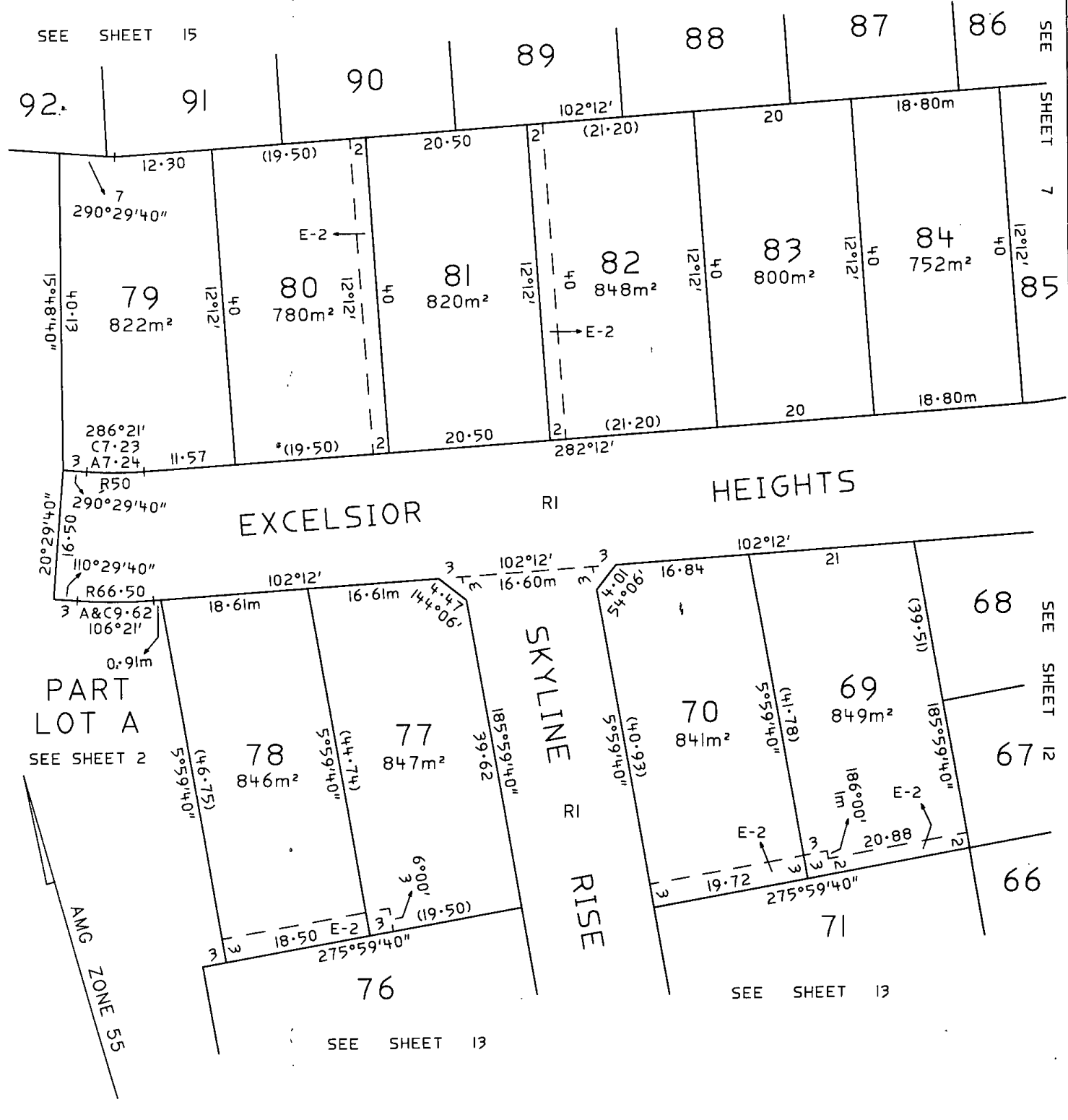
DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. / Plan Number
PS 422018C

SEE SHEET 15



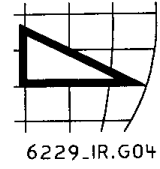
ORIGINAL SCALE
 SHEET SIZE A3
 SCALE 1:500

 LENGTHS ARE IN METRES

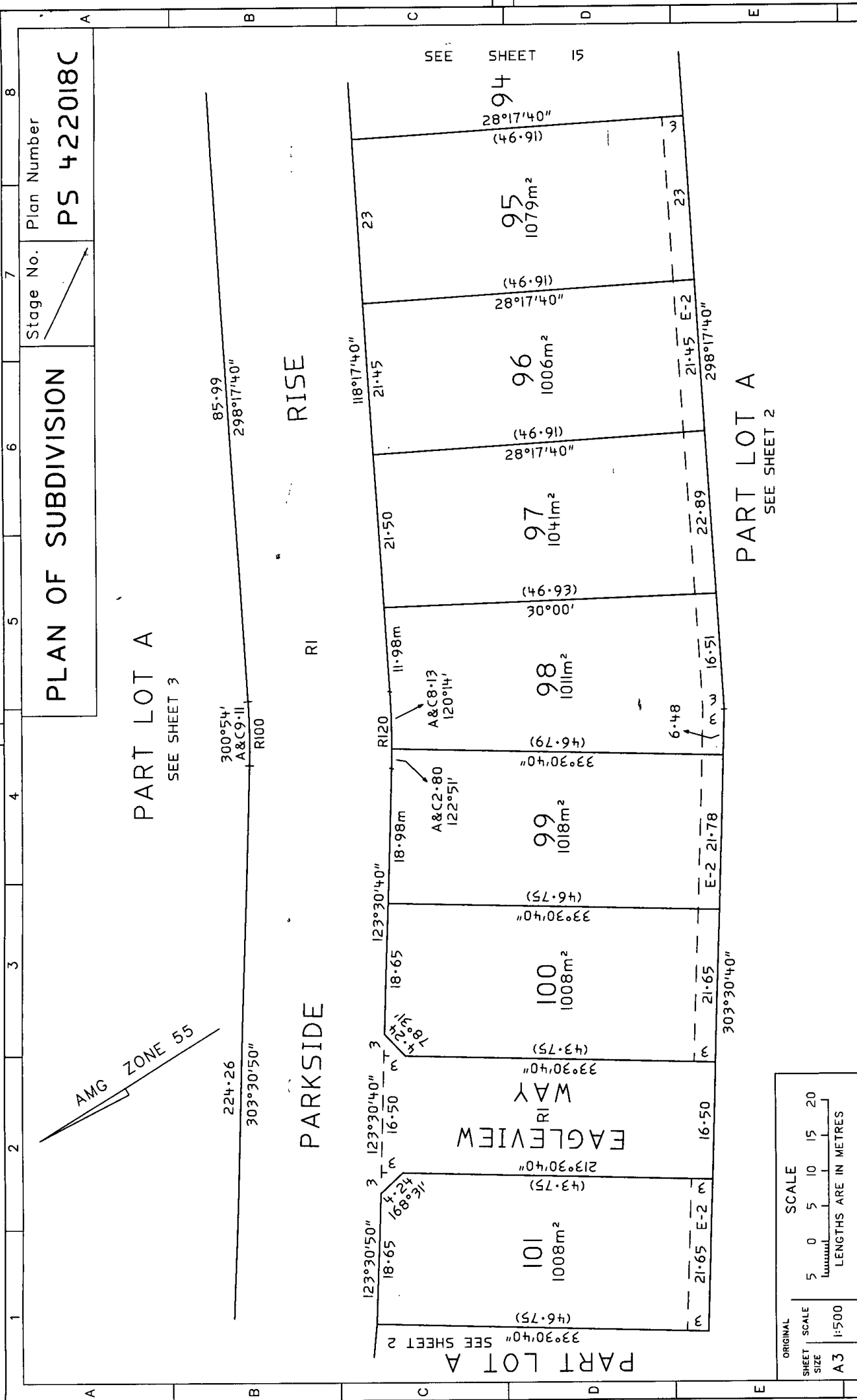
LICENCED SURVEYOR MALCOLM JOHN PERRIAM
 SIGNATURE _____ DATE 21/9/1999
 REF 6229/IR/05 VERSION 6



PEYTON WAITE
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 CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 14 OF 17 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE _____



Stage No.
 Plan Number
 PS 422018C

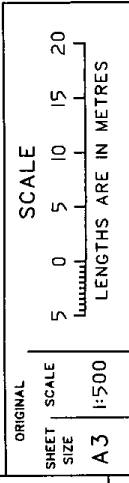
PLAN OF SUBDIVISION

PART LOT A
 SEE SHEET 3

PART LOT A
 SEE SHEET 2

SEE SHEET 15

PART LOT A
 SEE SHEET 2



SHEET 16 OF 17 SHEETS	
LICENSED SURVEYOR	MALCOLM JOHN PERRIAM
SIGNATURE	DATE 21/9/1999
REF 6229/IR/05	VERSION 6
	6229..IR.G04
	COUNCIL DELEGATE SIGNATURE
	DATE / /

A B C D E

A B C D E

F

F

1 2 3 4 5 6 7 8

1 2 3 4 5 6 7 8

PLAN OF SUBDIVISION

Stage No.

Plan Number

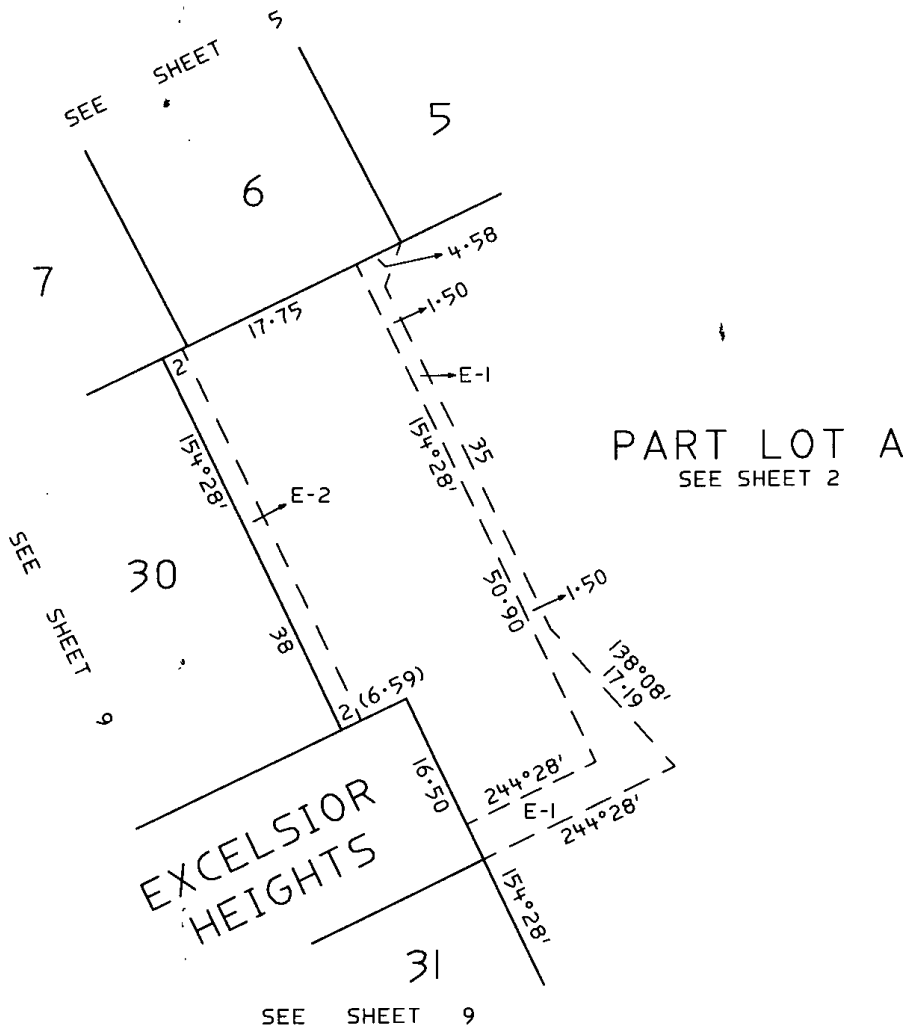
PS 422018C

CREATION OF RESTRICTIONS

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

1. Land to benefit: All lots on this plan.
 Land to be burdened: Lots 1 to 39 (both inclusive) and lots 41 to 101 (both inclusive).
 Description of restriction: Not more than one dwelling or part of a dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.

2. Land to benefit: All lots on this plan.
 Land to be burdened: Lots 1 to 39 (both inclusive) and lots 41 to 101 (both inclusive).
 Description of restriction: No dwelling other than a dwelling with an area (excluding vehicular accommodation and verandahs) of not less than 195 square metres may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.



ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:500

5 0 5 10 15 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 21/9/1999

REF 6229/IR/05 VERSION 6

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

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

CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306

CSQC CERTIFIED QUALITY SYSTEM

6229-IR.G04

SHEET 17 OF 17 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1119934

APPLICANT'S NAME & ADDRESS

OTLAWYERS PTY LTD C/- INFOTRACK (SMOKEBALL) C/-
LANDATA
DOCKLANDS

VENDOR

PETROLO, ANTONIO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

365461

This certificate is issued for:

LOT 78 PLAN PS422018 ALSO KNOWN AS 53 EXCELSIOR HEIGHTS CRAIGIEBURN
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7

A Proposed Amending Planning Scheme C263hume has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 - C263hume
- is within a AREA TO BE DELETED FROM A DEVELOPMENT PLAN OVERLAY - C263hume

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/hume>

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

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

14 March 2025

Sonya Kilkeny
Minister for Planning

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.

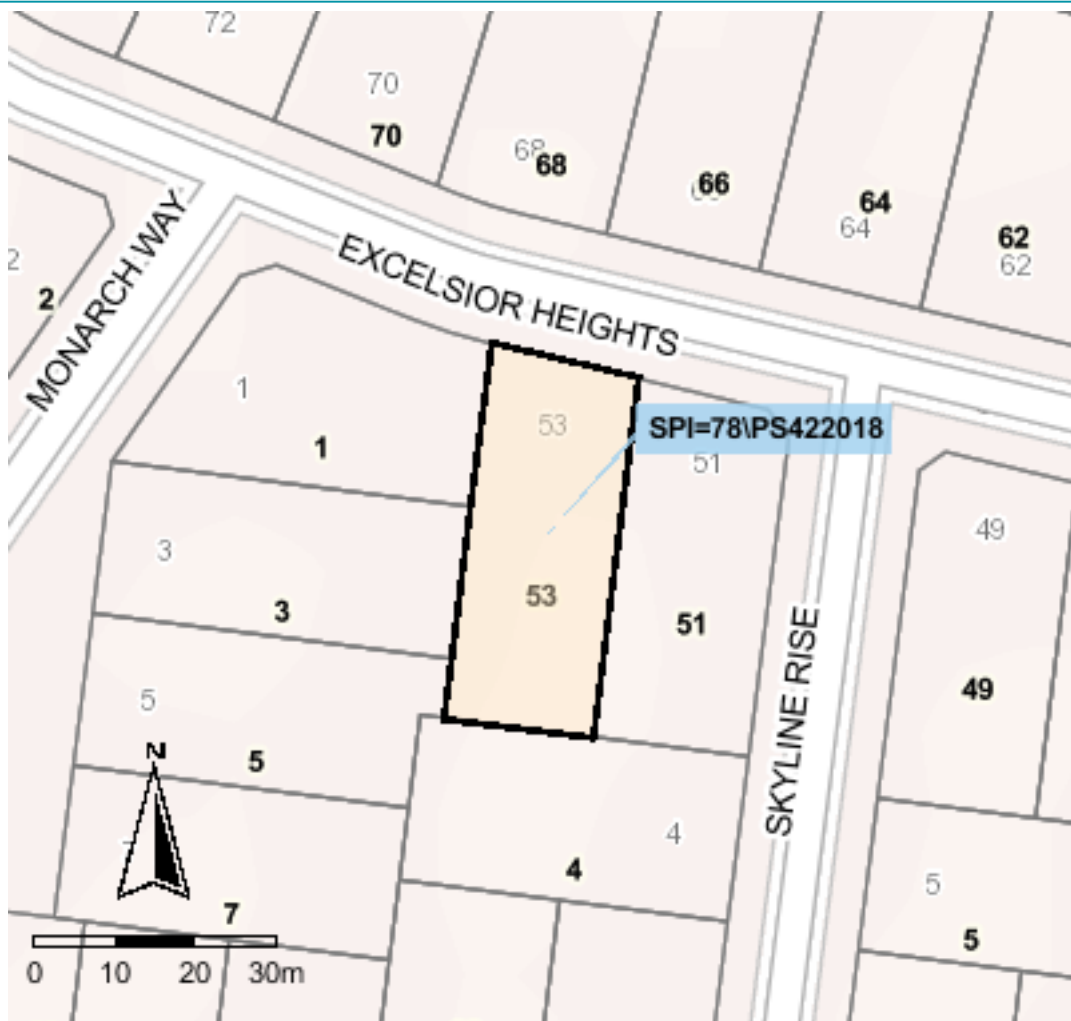
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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 at 17 July 2024 02:59 PM

PROPERTY DETAILS

Address: **53 EXCELSIOR HEIGHTS CRAIGIEBURN 3064**
 Lot and Plan Number: **Lot 78 PS422018**
 Standard Parcel Identifier (SPI): **78\PS422018**
 Local Government Area (Council): **HUME**
 Council Property Number: **536150**
 Planning Scheme: **Hume**
 Directory Reference: **Melway 387 A2**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **KALKALLO**

OTHER

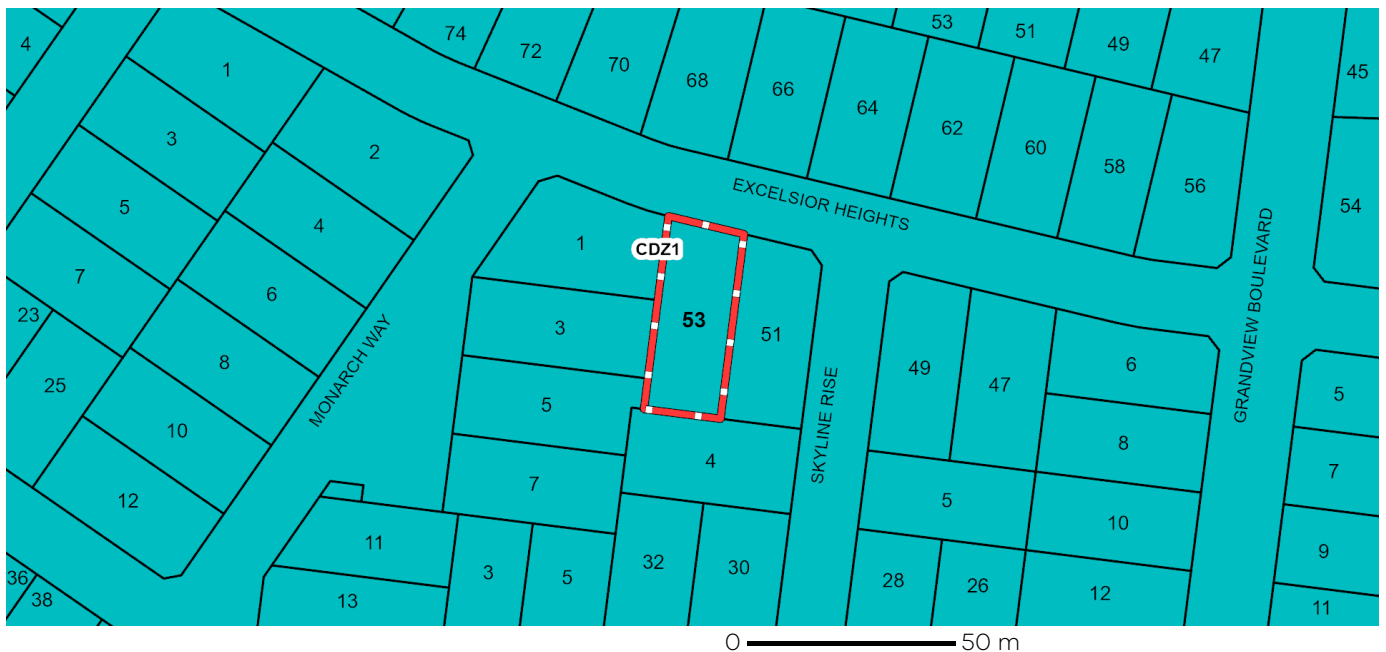
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



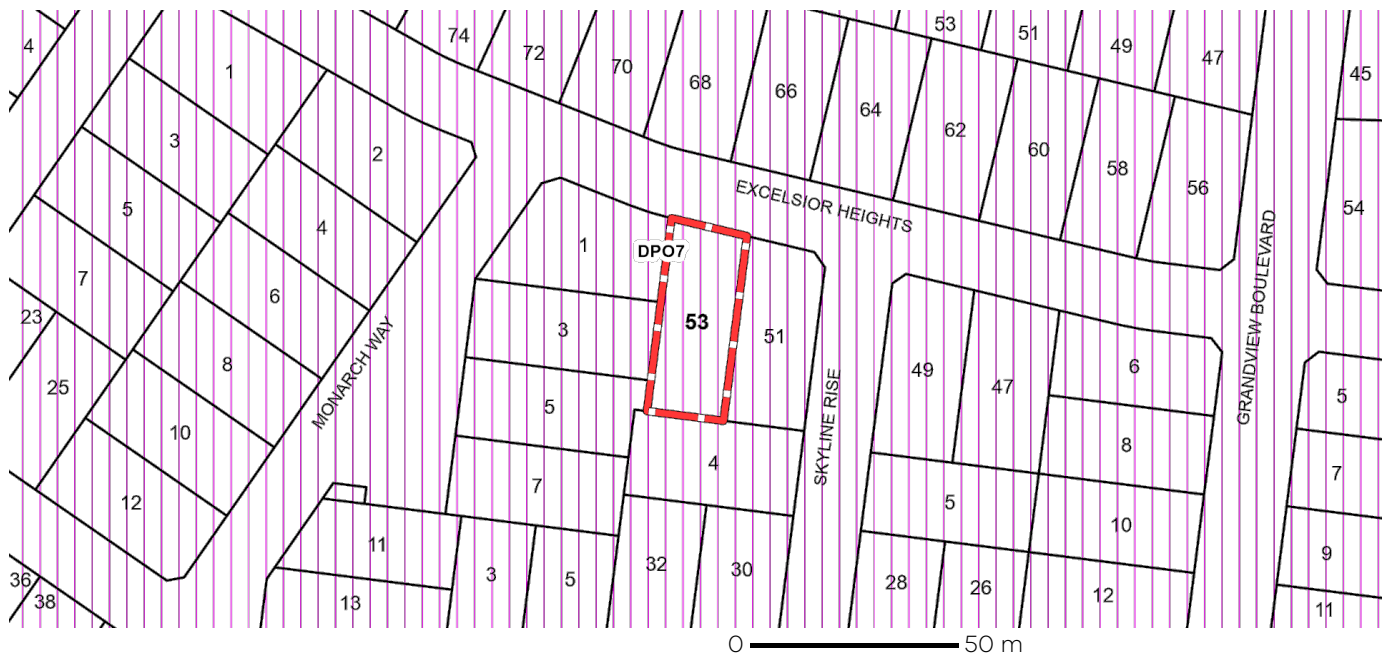
CDZ - Comprehensive Development

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

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)



 DPO - Development Plan 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 26 June 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

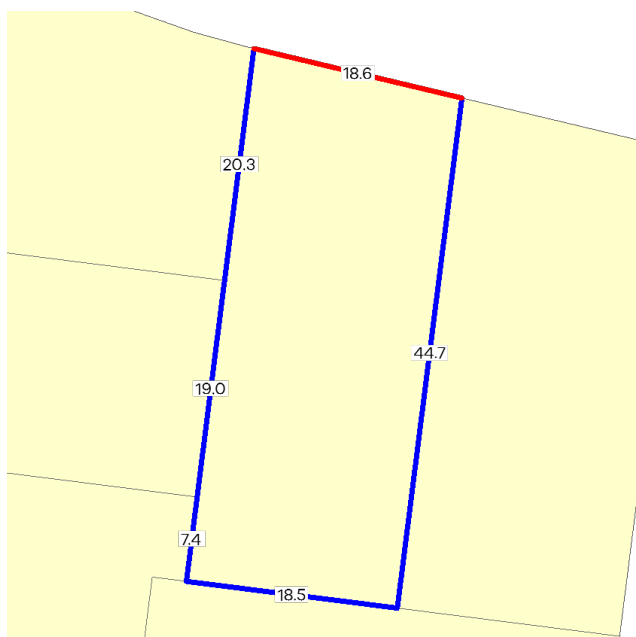
PROPERTY DETAILS

Address: **53 EXCELSIOR HEIGHTS CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 78 PS422018**
Standard Parcel Identifier (SPI): **78\PS422018**
Local Government Area (Council): **HUME**
Council Property Number: **536150**
Directory Reference: **Melway 387 A2**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 846 sq. m

Perimeter: 129 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Our Reference: **WBPI044194**
Your Reference: **365461**
Property Details: **53 EXCELSIOR HTS
CRAIGIEBURN VIC 3064
LOT 78 PS 422018C VOL 10491 FOL 343**
Property Number: **536150**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **ANTONIO PETROLO**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
BSU14813/2195714WNL/0	BPS50532	CONSTRUCTION OF DWELLING AND GARAGE FINAL ONLY	27/07/2018	ROCCO DI RACO	BS-U14813	BSU14813/20195714WNL/0	19/07/2019

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

Please note Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.
Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.
This advice is based on the most current information in Council's records.

Date: 14 March 2025

JAMES MCNULTY
MANAGER, PLANNING & DEVELOPMENT
HUME CITY COUNCIL

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.



Form 2

Building Act 1993

Building Regulations 2018 : Regulation 37(1)

BUILDING PERMIT BSU14813/2195714WNL/0A

ISSUED TO: OWNER Concetta Petrolo
45 Rosemary Drive
Lalor 3075

AGENT Concetta Petrolo
45 Rosemary Drive
Lalor 3075

ADDRESS FOR SERVING OF NOTICES

Name Concetta Petrolo 45 Rosemary Drive Lalor 3075
Ph Ph Ph Fax no:

PROPERTY DETAIL 53 Lot 78 Excelsior Heights Craigieburn 3064

Allotment area m2 846 Title details PS 422018C Vol 10491 Fol 343

Municipal District: Hume City of Prop No: 78\PS422018

Builder: Concetta Petrolo 45 Rosemary Drive Lalor 3075
Ph Ph Fax no:

PRACTITIONERS

MADAFFERI ENZO DPAD1277
CONCETTA PETROLO OB
Brown Russell Ian EC1206

FUNCTION AND ENGAGEMENT

Prepared documents only
Owner/Builder
Prepared documents only

DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit
PRESTIGE ARCH DRAFTING ENZO MADAFFERI DPAD1277

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No Planning Permit Date:

Details of domestic building work Insurance (if applicable)

Project estimated value \$3,000.00

NATURE OF BUILDING WORK Construction of Dwelling and garage Final only

Building details

RELEVANT BUILDING SURVEYOR: Rocco Di Raco

Date of issue: 27-Jul-2018
Registration No: BSU14813 Page 1 of 3

Municipal District: Hume City of

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



WEST SIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432

Fax: 9741 3461

BUILDING PERMIT BSU14813/2195714WNL/0A Unit 1/49-55 Riverside Avenue Werribee 3030

Stores contained	1	Version of BCA applicable to Permit	Volume Two
Allowable live load	1.5 kPa	New floor area m2	445.34
Effective Height		Total Floor Area m2	445.34
Rise in Storeys (for class2-9 building only)		Classification	1ai
		Persons accommodated for	

STAGES OF WORK PERMITTED Final only as shown on the project plans

OCCUPATION/USE OF A BUILDING An Occupancy Permit is required prior to Occupation

COMMENCEMENT AND COMPLETION

This building work must commence by 27/07/2019

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by 27/07/2020

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

MANDATORY INSPECTIONS

Final Inspection

If applicable, Full Truss details must be provided BEFORE frame construction starts.

Protection work

Protection work Is Not required in relation to the building work proposed in this permit.

Building Appeals Board Determinations and orders

The following determinations and orders of the Building Appeals Board (BAB) relate to the building to the *building/*place of public entertainment to which this permit applies

	Date of determination or order	Determination or order	Section of Building / 1993 under which application to BAB n
1.	7/06/2018	To permit the side porch adjacent to the east title boundary to have a height of approximately 3900mm in lieu of the required maximum height of 3600mm at a 1000mm setback pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017.	160
2.	7/06/2018	To permit the terrace above the garage adjacent to the west title boundary to have a height of 4900mm at a 1300mm setback in lieu of the required maximum height of 4600mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017.	160

RELEVANT BUILDING SURVEYOR: Rocco Di Raco

Municipal District: Hume City of

Date of issue: 27-Jul-2018

Registration No: BSU14813 Page 2 of 3

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



WEST SIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432

Fax: 9741 3461

BUILDING PERMIT BSU14813/2195714WNL/0A Unit 1/49-55 Riverside Avenue
Werribee 3030

- | | | | |
|----|-----------|--|-----|
| 3. | 7/06/2018 | To permit the side porch to be sited 300mm from the east title boundary with a height of 3900mm in lieu of the required setback of 1090mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 414 of the Building Interim Regulations 2017. | 160 |
| 4. | 7/06/2018 | To permit the terrace above the garage to be sited 1300mm from the west title boundary with a height of approximately 4900mm in lieu of the required setback of 1390mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017. | 160 |

Exemptions Granted

Exemption from, or consent to partial compliance with, certain building requirements
The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
1. An assessment has been determined to allow the works not to comply with Regulation 803 (1) due to the construction of the original dwelling having commenced prior to the area being designated as a termite prone area.	P2.1.1 - (b) (xv)

PERMIT CONDITIONS

- 1 This Building permit has been issued for Final only, all prior Building works has been undertaken under Building Permit number 357401/0 issued 23/3/2001 by WNL Building Surveying, Footings, Sub-floor Framework & Framework inspections were undertaken under the WNL Building Permit.
- 2 This Building Permit has been amended to rectify an administrative error in the value of building works being Final inspection only. [Amendment A] dated 7/08/2018.

RELEVANT BUILDING SURVEYOR: Rocco Di Raco

Date of issue: 27-Jul-2018

Registration No: BSU14813 Page 3 of 3

Municipal District: Hume City of

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



WESTSIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

Application Number: 21957-14WNL

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 53	Street/Road: Excelsior Heights	Suburb: Craigieburn	Postcode: 3064
Lot/s: 78	LP/PS: 422018C	Volume: 10491	Folio: 343
Crown: allotment	Section: No	Parish:	County:

Municipal District: **Hume City of**

Building permit details

Building permit number: **BSU14813/2195714WNL/0**
Version of BCA applicable to building permit: **Volume Two**

Building Details

Part of building to which permit applies:	Dwelling and garage Final only
Permitted use:	Residential
BCA Class of building:	1ai
Maximum permissible floor live load:	1.5 kPa
Maximum number of people to be accommodated:	

Storeys contained: 1	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction: 21

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption

Page 1 of 4

Dwelling	<p>Regulation 608(6) Performance Requirement P2.1.1 (b)(xv) An assessment has been determined to allow the works not to comply with Regulation 803 (1) due to the construction of the original dwelling having commenced prior to the area being designated as a termite prone area.</p>
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Building Appeals Board Determination

The following determinations and orders of the Building Appeals Board (BAB) relate to the *building/*place of public entertainment to which this permit applies:

Date of determination or order	Determination or order	Section of Building Act 1993 under which application to BAB made
7 June 2018	To permit the side porch adjacent to the east title boundary to have a height of approximately 3900mm in lieu of the required maximum height of 3600mm at a 1000mm setback pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017.	160
7 June 2016	To permit the terrace above the garage adjacent to the west title boundary to have a height of 4900mm at a 1300mm setback in lieu of the required maximum height of 4600mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8,	160

	the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017.	
7 June 2018	To permit the side porch to be sited 300mm from the east title boundary with a height of 3900mm in lieu of the required setback of 1090mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 414 of the Building Interim Regulations 2017.	160
7 June 2018	To permit the terrace above the garage to be sited 1300mm from the west title boundary with a height of approximately 4900mm in lieu of the required setback of 1390mm pursuant to Victorian Building Regulations 1994, 4.4 siting requirements inter alia - Vic Code 1, Element 2 PC5, PM8, the equivalent of current Victorian Building Regulation 410 of the Building Interim Regulations 2017.	160

1. Conditions

1. This Occupancy Permit has been issued for Final only, all prior Building works has been undertaken under Building Permit number 357401/0 issued 23/3/2001 by WNL Building Surveying, Footings, Sub-floor Framework & Framework inspections were undertaken under the original WNL Building Permit.

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

Inspection Records

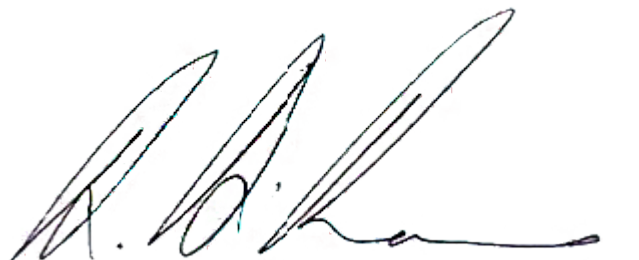
Re-Final Inspection

Approval Date

15/01/2019

Current Staff

Name:	Rocco Di Raco - BSU14813
Address:	Unit 1, 49-55 Riverside Avenue Werribee 3030
Email:	rocco@westsidesurveying.com.au
Building practitioner registration no.:	BSU14813
Municipal district name:	Hume City of
Occupancy Permit no.	BSU14813/2195714WNL/0
Date of issue:	19 July 2019
Date of final inspection	15 January 2019
Signature:	



Mandatory Plus. Building Inspections Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Job No: 2024/422

Inspection Date: 03/05/2024

Report Date: 03/05/2024

PROPERTY DETAILS

Lot: 78 Vol: 10491 Fol: 343 Address: 53 Excelsior Heights

Town/Suburb: Craigieburn

Municipality: City of Hume

OWNER(S)

Name: Connie & Tony Petrolo

CONTACT NUMBERS & ADDRESS

Address: 53 Excelsior Heights, Craigieburn, VIC, Australia

Phone: 0413 217 572

INSPECTOR

Name: Tony Barbaro (Mandatory Plus Building Inspections)

Registration Details: IN-L43123 DBU-2140

Phone: 0411 714 949

Email: tbinspect@yahoo.com.au

INSPECTION DETAILS –

Time of arrival: 02:30P.M

Prevailing Weather Conditions: Fine

SITE DETAILS

Side of Street: N/A

Site falls to: N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

CONSTRUCTION

Footings: Strip Footings & Stumps

Floor: Floorboards, Tiles

Roof Frame: Timber

Roof Cladding: Tile

Ceiling Lining: Plaster

Window Frames: Aluminum

Wall Lining (internal): Plaster

Wall Cladding (external): Double Masonry Brick & Masonry Brick Veneer

No of Storey's: Split-Level

SERVICES

Sewerage System: Yes

Gas Supply: Yes

Hot Water System: Yes

Electricity Supply: Yes

Stormwater/Plumbing: Yes

Heating: Yes

Air conditioning: Yes

Ducted Vacuum System: Yes

Alarm System: Yes

Smoke Detectors: Yes

ATTACHED STRUCTURES.....Garage - YES Carport - N/A Pergola - N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

DESCRIPTION OF WORK COVERED BY THIS REPORT

This Report Relates to *Construction of a dwelling & garage final only*

Located at *53 Excelsior Heights, Craigieburn, VIC, Australia*

by the owner builders *Connie & Tony Petrolo*

The dwelling works were authorized by Building Permit No: *BSU14813/2195714WNL/0* and was issued on *unknown* and the relevant final inspection is dated *unknown*.

ATTACHMENTS TO THIS REPORT

Copy of Building Permit(s) no: **No**

Copy of Certificate of Occupancy dated: **No**

Copy of Certificate of Final Inspection dated: **N/A**

Copy of Owner Builder Certificate of Consent: **No**

OTHER STRUCTURES SPECIFICALLY EXCLUDED FROM THIS REPORT

This report does not cover any of the other buildings and structures on the allotment that are not nominated on the report. The dwelling commenced construction in 2001 and therefore, the relevant codes and regulations from 2001 are applicable. Current requirements were not applicable to the home at the time of construction & due to the home being in excess of 20 years old general wear and tear and maintenance has not explicitly been nominated in the report as it is to be expected for a home of this age

List any previous Building Permits issued: Unknown

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Defects, Incomplete Building Work, Secondhand Materials, Inaccessible Building Work & Comments

Legend

?	No visible defect from reasonable visual inspection.
NA	Not applicable &/or building work not considered as part of the report
D	Defect
IC	Incomplete
S	Second hand
IA	Inaccessible &/or indeterminate
PA	partially – accessible/determinable
C	Comments
E	Existing

A	Assumed satisfactory &/or assumed construction
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General Site Conditions

General Siting – boundary setbacks	A	Fire rating external walls	PA
Wall Heights	C	Retaining walls – building permit status	A
Site cuts – serviceability	PA	Adjoining property	PA
Retaining walls serviceability	PA	Garden &/or minor landscaping levels	PA
Trees	PA	Unprotected embankments	PA
Surface/paving in respect of floor levels	A	Grading of ground/site/paving	PA
Surface water collection /control	PA	Discharge/control of site drainage	PA
Downpipes connected to discharge	PA	Storm water system	A
Path/driveway serviceability	PA	Segmented paving	PA
Concrete paving control joint spacing	PA	Tennis court including fencing	N/A
Other	N/A		

Foundations &/or Footings

General construction	PA	Stumps &/or piers	PA
Structural adequacy	A	Serviceability	PA
Effect on from surface levels	PA	Surface water drainage	PA

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Ground clearance &/or ventilation	PA	Bearers &/or joists	PA
Base brickwork &/or baseboards	PA	Bracing	IA
Dampness &/or drainage	PA	Access	IA
Backfilling of footings	PA	Debris	IA
Services	PA	Antcaps	IA
Other	N/A		

External walls

General construction	PA	Doors &/or windows including serviceability	?
Masonry – structural adequacy	PA	Masonry – including lintels	PA
Articulation of masonry	PA	Weepholes sills/ &/or heads	PA
Weatherboard – structural adequacy	N/A	Weatherboard serviceability	N/A
Other cladding	N/A	Surface finish of external cladding	PA
Door installation/sill gaps	?	Window installation/sill gaps	PA
Door/thresholds/steps	A	Flashings weatherproofing	PA
Sub floor ventilation	PA	Surface finishes	PA
Glazing	A	Window infills	N/A
Corrosion	PA	External Steps	C

Roof

General construction	PA	Metal roof sheeting serviceability	N/A
Gutters	PA	Ridges and/or valleys	PA
Downpipes numbers and position	A	Eaves &/or eave linings &/or barge	PA
Roof flashing	PA	Roof pitch &/or fixings	PA
Roof drainage generally	PA	Service penetrations	IA
Roof tiles serviceability	PA	Roof tiles fixing, pointing & alignment	PA
Compatibility of materials	PA	Chimney &/or flue/Whirlybirds	IA
Roof lights serviceability and fixing	PA	Other	N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Foundations &/or Footings (Laundry Porch)

General construction	PA	Structural adequacy	A
Serviceability	IA	Surface water drainage	?
Effect on from surface levels	N/A	Other - Steps	A

Roof (Laundry Porch)

General construction	A	Metal roof sheeting serviceability	N/A
Gutters	PA	Ridges and/or valleys	PA
Downpipes numbers and position	A	Eaves &/or eave linings &/or barge	PA
Roof flashing	PA	Roof pitch &/or fixings	PA
Roof drainage generally	PA	Service penetrations	N/A
Roof tiles serviceability	PA	Roof tiles fixing, pointing & alignment	PA
Compatibility of materials	PA	Chimney &/or flue/Whirlybirds	N/A
Roof lights serviceability and fixing	N/A	Other	N/A

Garage

General siting/setback/adjacent property	A	FRL's fire resistance	PA
Site cuts	PA	Retaining walls	N/A
Floor crushed rock or existing	N/A	Floor concrete serviceability	PA
Floor level to ground level	PA	Floor coverings	N/A
Wall structural adequacy & serviceability	PA	Articulation joints	PA
Base supports	N/A	Support to other building	PA
Bracing serviceability	IA	Wall cladding	PA
Post/column/pier	PA	Beam to column/wall connection	PA
Roller/panel door	PA	Windows serviceability	N/A
Pedestrian door/s serviceability	N/A	Flashings/capping/barge &/or fascia	PA
Roof structural &/or serviceability	PA	Roofing/fixings/pitch inc polycarb	PA
Roof battens/purlins	N/A	Stormwater downpipes and drainage	A
Roof gutters	PA	Built in cupboards or similar	N/A
Glazing – human impact	N/A	Building permit status	A
Use complying as class 10	?	Fixings or fixtures	PA

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Storage 1 (Under Dwelling)

Floor	PA	Ceiling lining/s finish	N/A
Walls/doors/windows	PA	Ventilation &/or flyscreens	N/A
Surface finishes/linings serviceability	PA	Built in robes/cupboards	N/A
Architrave &/or skirting	N/A	Other	N/A

Storage 2 (Under Dwelling)

Floor	PA	Ceiling lining/s finish	IC
Walls/doors/windows	PA	Ventilation &/or flyscreens	N/A
Surface finishes/linings serviceability	IC	Built in robes/cupboards	N/A
Architrave &/or skirting	N/A	Other – Roller Door	?

Formal Lounge

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in robes/cupboards	N/A
Architrave &/or skirting	PA	Other	N/A

Study

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in robes/cupboards	N/A
Architrave &/or skirting	PA	Other	N/A

Bathroom (downstairs)

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surfaces finishes/ linings serviceability	PA	Cupboards	N/A
Architrave &/or skirting	?	Floor tiling/coverings	PA
Wall tiles & finishes serviceability	PA	Exhaust &/or ventilation	A
WC	PA	Basin/vanity	PA
Shower/screen	A	Bath/spa	N/A
Removable door	N/A	Other	N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Kitchen & WIP

Floor	?	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in cupboards	PA
Architrave &/or skirting	PA	Floor tiling/coverings	?
Wall tiles &/or finishes serviceability	PA	Exhaust/ventilation &/or rangehood	A
Benches/sink	PA	Other	N/A

Dining Room

Floor	?	Ceiling lining/s finish	?
Walls/doors/windows	?	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	?	Built in robes/cupboards	PA
Architrave &/or skirting	?	Other	N/A

Balcony (downstairs)

Floor	PA	Floor tiling/coverings	PA
Balustrade	A	Threshold	A
Floor Waste/Drainage	A	Other - Steps	A

Living Room

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	?	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	?	Built in robes/cupboards	PA
Architrave &/or skirting	PA	Other	N/A

Laundry

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surfaces finishes/ linings serviceability	PA	Cupboards	PA
Architrave &/or skirting	C	Floor tiling/coverings	PA
Wall tiles & Finishes	PA	Exhaust &/or ventilation	A
Trough/bench/taps	PA	Other	N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Stairwell

Floor	?	Ceiling lining/s finish	?
Walls/doors/windows	?	Architrave &/or skirting	?
Risers & Goings	A	Slip Resistance	A
Surface finishes/linings serviceability	PA	Balustrade	A
Ventilation &/or flyscreens	?	Other	N/A

Retreat

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in robes/cupboards	N/A
Architrave &/or skirting	PA	Other	N/A

Balcony (Off Retreat)

Floor	PA	Floor tiling/coverings	PA
Balustrade	A	Threshold	A
Floor Waste/Drainage	A	Other	N/A

Roof (Balcony Verandah)

General construction	PA	Metal roof sheeting serviceability	PA
Gutters	PA	Ridges and/or valleys	PA
Downpipes numbers and position	A	Eaves &/or eave linings &/or barge	N/A
Roof flashing	IA	Roof pitch &/or fixings	PA
Roof drainage generally	A	Service penetrations	N/A
Roof tiles serviceability	N/A	Roof tiles fixing, pointing & alignment	N/A
Compatibility of materials	PA	Chimney &/or flue/Whirlybirds	N/A
Roof lights serviceability and fixing	N/A	Other	N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Bedroom 2 & WIR

Floor	PA	Ceiling lining/s finish	PA
Walls/doors/windows	PA	Ventilation &/or flyscreens	PA
Surface finishes/linings serviceability	PA	Built in robes/cupboards	PA
Architrave &/or skirting	PA	Other	N/A

Bedroom 3

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in robes/cupboards	PA
Architrave &/or skirting	PA	Other	N/A

Master Bedroom

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surface finishes/linings serviceability	PA	Built in robes/cupboards	N/A
Architrave &/or skirting	PA	Other	N/A

Ensuite &/or WIR

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surfaces finishes/linings serviceability	PA	WIR &/or cupboards	PA
Architrave and/or skirting	PA	Floor tiling/coverings	PA
Wall tiles &/or finishes serviceability	PA	Exhaust/ventilation	A
WC	?	Basin/vanity	PA
Shower screen	A	Bath/spa	N/A
Removable door	N/A	Door handle	?

Balcony (Off Master Bedroom)

Floor	PA	Floor tiling/coverings	PA
Balustrade	A	Threshold &/or Steps	A
Floor Waste/Drainage	A	Other – Screening	A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Bedroom 5 & WIR

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	PA
Surface finishes/linings serviceability	PA	Built in robes/cupboards	PA
Architrave &/or skirting	PA	Other	N/A

Balcony (Off Bedroom 5)

Floor	PA	Floor tiling/coverings	PA
Balustrade	A	Threshold	A
Floor Waste/Drainage	A	Other	N/A

Water Closet (W/C)

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	A
Surfaces finishes/ linings serviceability	PA	Cupboards	N/A
Architrave &/or skirting	PA	Floor tiling/coverings	?
Wall tiles & finishes serviceability	PA	Exhaust &/or ventilation	A
WC	?	Basin/vanity	N/A
Removable door	N/A	Other	N/A

Bathroom

Floor	PA	Ceiling lining/s finish	?
Walls/doors/windows	PA	Ventilation &/or flyscreens	?
Surfaces finishes/ linings serviceability	PA	Cupboards	N/A
Architrave &/or skirting	?	Floor tiling/coverings	PA
Wall tiles & finishes serviceability	PA	Exhaust &/or ventilation	A
WC	N/A	Basin/vanity	PA
Shower/screen	A	Bath/spa	PA
Removable door	N/A	Other	N/A

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Defects, Incomplete Building Work, Secondhand Materials, Inaccessible Building Work & Comments

Please note: Siting, fire separation, performance solutions and structural adequacy could not be verified due to no permit documentation being provided. No additional regions or structures on the allotment form part of this report. The report criteria and assessment only apply to the nominated works the report relates to. In addition, no title or plan of sub-division documents were provided therefore, easement locations could not be verified.

The dwelling commenced construction in 2001 and therefore, the relevant codes and regulations from 2001 are applicable. Current requirements were not applicable to the home at the time of construction & due to the home being in excess of 20 years old general wear and tear and maintenance has not explicitly been nominated in the report as it is to be expected for a home of this age.

Comment – no report and consents or dispensations issued by the local relevant municipality were provided.

Comment – Laundry – no performance solution was provided for the use of the timber skirting.

Comment – Steps – no performance solution was provided the inconsistent variance in the risers and goings.

Comment – regions were heavily obstructed by stored items particularly the storage rooms, study & bedrooms.

Comment – membrane, glazing, electrical and plumbing certificates were not provided.

Defects: As noted in this report.



External Dwelling Elevation

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993



Kitchen



Dining Room

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993



Bathroom



Bedroom 4

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Inaccessible 'Building Work'

All parts of the Building Work 'available' for 'reasonable visual inspection' have been accessed and assessed. Notwithstanding this, it is inherent in the assessment of some 'Building Work' that footings, slab, wall/roof structures, internal parts of the building obscured by furniture, household effects, floor coverings etc and sub-floor areas in, part or total, are in many cases not able to be accessed &/or assessed, fully or partially, and may be noted generally, 'Partially accessible &/or determinable' (PA).

CONDITIONS ASSUMPTIONS AND LIMITATIONS

1. This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
2. This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
3. The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections –Residential buildings (hereafter referred to as "AS 4349.1") except to the extent specifically varied herein.
- 4 The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein.
5. In the event that the client has requested a verbal report of the inspection prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
6. Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
7. The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which had reasonable and safe access, without moving or removing anything.
8. No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
9. Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
10. No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
11. No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
12. No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
13. No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill. It should also be noted that this report does not specifically cover the detailed identification of asbestos related products.
14. Mandatory plus Building Inspections do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Any reference to these matters results only from a casual visual inspection. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. It is strongly recommend a specialist pest investigation be carried out.
15. Although some services maybe listed in this report no assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.

Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

16. Electrical and plumbing installations are excluded and licensed trades people should be contacted for a separate report should that be desirable. No plans or specifications dealing with water, sewerage, drainage or electrical works have been sighted and the relevant authorities have not been contacted in this regard.

17. No assessment of the matters described in Part 8 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.

18. No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.

19. No assessment of the siting of the building has been made.

20. No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.

21. For the purposes of this Report the definition of 'Defect' is identified and described in the Building Act 1993 and the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.

Signed



Tony Barbaro
Registered Building Practitioner (No: IN-L43123) (DBU 21460)

--- END OF REPORT ---

ROADS PROPERTY CERTIFICATE

The search results are as follows:

OTLawyers Pty Ltd C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 365461

NO PROPOSALS. As at the 14th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

53 EXCELSIOR HEIGHTS, CRAIGIEBURN 3064
CITY OF HUME

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: 14th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76166862 - 76166862114232 '365461'

Property No : 536150
Certificate No : eLIC075110
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2025
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

Your Reference: 365461
 Date of Issue: 14/03/2025

PO BOX 119
 DALLAS 3047

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Property Description:	Lot 78 PS 422018C Vol 10491 Fol 343
Property Situated:	53 EXCELSIOR HTS CRAIGIEBURN VIC 3064

Site Value \$510000	C.I.V. \$890000	N.A.V. \$44500	AVPCC 110
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The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

RATES AND CHARGES FROM	01/07/2024	TO	30/06/2025
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$2,072.30		\$2,072.30
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$209.40		\$209.40
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$624.62		\$624.62
Arrears as at 30/06/2024			\$0.00
Interest / Legal Costs			\$7.50
TOTAL RATES AND CHARGES	\$2,906.32		\$2,913.82

**PLEASE NOTE :	Rates for 2024/2025 are payable by four instalments on the following dates 30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025
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OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
TOTAL OTHER CHARGES:				\$0.00

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$2,913.82

All overdue rates and charges must be paid at settlement..

Property No : 536150
Certificate No : eLIC075110
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2025
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 53 EXCELSIOR HTS CRAIGIEBURN VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 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 the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
14/03/2025

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Billier Code: 357947
Ref: 9500844

If settling outstanding amounts via BPAY please send advice to rates@hume.vic.gov.au

14th March 2025

OTLawyers Pty Ltd C/- InfoTrack (Smokeball) C/- LA
LANDATA

Dear OTLawyers Pty Ltd C/- InfoTrack (Smokeball) C/- LA,

RE: Application for Water Information Statement

Property Address:	53 EXCELSIOR HEIGHTS CRAIGIEBURN 3064
Applicant	OTLawyers Pty Ltd C/- InfoTrack (Smokeball) C/- LA LANDATA
Information Statement	30925542
Conveyancing Account Number	7959580000
Your Reference	365461

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	53 EXCELSIOR HEIGHTS CRAIGIEBURN 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	53 EXCELSIOR HEIGHTS CRAIGIEBURN 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

OTLawyers Pty Ltd C/- InfoTrack (Smokeball) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4896833134
Rate Certificate No: 30925542

Date of Issue: 14/03/2025
Your Ref: 365461

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
53 EXCELSIOR HTS, CRAIGIEBURN VIC 3064	78\PS422018	1563784	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 20.000000kL x \$3.43420000 = \$68.68</i> Estimated Average Daily Usage \$0.71	28-11-2024 to 05-03-2025	\$68.68	\$68.68
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$941.82
	Total for This Property		\$1199.41



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

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

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

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

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

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

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

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

Property No: 1563784

Address: 53 EXCELSIOR HTS, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30925542

HOW TO PAY



Bill Code: 314567
Ref: 48968331349

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / OTLAWYERS PTY LTD

Your Reference: 24/29476

Certificate No: 87235060

Issue Date: 17 MAR 2025

Enquiries: LXO1

Land Address: 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: CONNIE PETROLO & ANTONIO PETROLO

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$890,000
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SITE VALUE (SV):	\$510,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$5,264.97
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Notes to Certificate - Land Tax

Certificate No: 87235060

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,980.00

Taxable Value = \$510,000

Calculated as \$1,350 plus (\$510,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,900.00

Taxable Value = \$890,000

Calculated as \$890,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 87235060

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 87235060

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 87235060

Land Address: 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27760534	78	422018	10491	343	\$5,264.97

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ANTONIO PETROLO	2025	\$510,000	\$1,228.41	\$0.00	\$1,228.41
MR ANTONIO PETROLO	2023	\$541,000	\$824.83	\$0.00	\$824.83
MR ANTONIO PETROLO	2022	\$421,000	\$532.03	\$0.00	\$532.03
MR ANTONIO PETROLO	2020	\$394,000	\$1,872.20	\$807.50	\$2,679.70

Comments: Land Tax will be payable but is not yet due - please see notes on reverse. Property is exempt: LTX Principal Place of Residence.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 27760534 \$5,264.97

Total: \$5,264.97

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / OTLAWYERS PTY LTD

Your Reference: 24/29476

Certificate No: 87235060

Issue Date: 17 MAR 2025

Enquires: LXO1

Land Address: 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27760534	78	422018	10491	343	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$890,000

SITE VALUE: \$510,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 87235060

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / OTLAWYERS PTY LTD

Your Reference: 24/29476

Certificate No: 87235060

Issue Date: 17 MAR 2025

Land Address: 53 EXCELSIOR HEIGHTS CRAIGIEBURN VIC 3064

Lot	Plan	Volume	Folio
78	422018	10491	343

Vendor: CONNIE PETROLO & ANTONIO PETROLO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 87235060

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 87235065</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 87235065</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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