

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the purchaser is taking over an existing mortgage –
 - (a) the purchaser assumes liability for the mortgage
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date, and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

Loss or Damage Before Settlement

- 2.1 The vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The vendor must deliver the property and the chattels to the purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the purchaser is only entitled to compensation from the vendor.

Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the vendor. The purchaser may end the contract if the loan is not approved by the approval date only if the purchaser –
 - (a) has made immediate application for the loan
 - (b) has done everything reasonably required to obtain approval of the loan
 - (c) serves written notice ending the contract on the vendor on or before 2 business days after the approval date, and
 - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the purchaser if the contract is ended.

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act 1962*, then –
 - (a) the vendor must arrange the discharge of any mortgage affecting the land by the settlement date
 - (b) all money payable under the contract must be paid to a duly qualified legal practitioner or licensed estate agent to be applied towards the discharging the mortgage
 - (c) the purchaser must pay interest to the vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule
 - (d) the vendor must apply installments under this contract first to pay interest and then to reduce the balance owing.

Nominee

- 5 If the contract says that the property is sold to a named purchaser "and/or nominee" (or similar words), the named purchaser may, at least 14 days before settlement date, nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Payment

- 6.1 The purchaser must pay all money (except the deposit) to the vendor, the vendor's solicitor or at the direction of the vendor.
- 6.2 The purchaser must pay the deposit –
 - (a) to the vendor's estate agent or, if there is no estate agent, to the vendor's solicitor, or
 - (b) if the vendor directs, into a special purpose banking account specified by the vendor in the joint names of the purchaser and the vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit –
 - (a) must not exceed 10% of the price, and
 - (b) must be paid –
 - (i) to the vendor's solicitor or estate agent to be held by the solicitor or estate agent on trust for the purchaser, or
 - (ii) if the vendor directs, into a special purpose banking account in Victoria specified by the vendor in the joint names of the purchaser and the vendoruntil the registration of the plan.

Breach

- 7 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.

Time

- 8 If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation ~~former~~

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act* 1958 apply if the land is under the operation of that Act. **A COPY OF THE SAID FORMER TABLE A IS ATTACHED.**
- 9.2 The general conditions in the Third Schedule of the *Property Law Act* 1958 apply if the land is not under the operation of the *Transfer of Land Act* 1958.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

- 10 In case of a conflict between the conditions the order of priority is —
 - (a) any special conditions in this contract
 - (b) general conditions in this contract
 - (c) general conditions in legislation.

Conditions

- 11 These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

- 12 Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the vendor or the vendor's solicitor at least 10 days prior to the settlement date.
- 13.2 The vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the vendor for settlement.

***Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

- 1 The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the website of the Property Law Section of the Law Institute of Victoria.
- 4 An administration fee of \$100.00 for each referring solicitor must be paid to the Institute when the application is lodged.
- 5 The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
- 6 The Committee reserves the right —
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which cases any fees will be refunded in full.
- 7 The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

* The Guidelines and forms required can be obtained from the Secretary of the Property Law Dispute Resolution Committee, Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9311.

CONTRACT OF SALE OF REAL ESTATE

SEVENTH SCHEDULE

TABLE A

General Conditions of Sale of Land under the Transfer of Land Act 1958

S. 48
Nos 5842,
5934 s. 7.
Sch. 7
amended by
Nos 6433 s. 3
(as amended
by No. 6489
s. 4), 9633
s. 10,
substituted by
No. 9858 s. 8,
amended by
Nos 9967
s. 12, 10167
s. 3(1),
18/1989
s. 12(Sch. 1
item
186(a)(b)),
57/1993
s. 21(a)-(c),
52/1994
s. 97(Sch. 3
item 32),
36/1990
s. 45(Sch. 1
item
83.15(a)(b)),
11/2001
s. 3(Sch.
item 71.2),
88/2006
s. 117(Sch. 2
item 9),
75/2008
s. 192(Sch. 2
item 8.6) (as
amended by
No. 17/2007
s. 33).

- 1 The purchaser or his legal practitioner or conveyancer shall—
 - (a) if this contract is a prescribed contract of sale within the meaning of section 9AA(7) of the Sale of Land Act 1962, on or after the day of sale but not less than 10 days before the date of completion; or
 - (b) in the case of any other contract, within 21 days from the day of sale—

deliver to the vendor or his legal practitioner or conveyancer in writing all requisitions or objections (if any) on or to the title or concerning any matter appearing in the particulars or conditions. All requisitions or objections not included in any such writing so delivered shall be deemed waived by the purchaser and in default of such requisitions (if none) and subject to such (if any) as are so delivered the purchaser shall be deemed to have accepted title.
- 2 If the purchaser within the period specified in condition 1 (a) or (b) (whichever is applicable) makes any such requisition or objection as aforesaid which the vendor is unable or unwilling to remove or comply with the vendor or his legal practitioner or conveyancer (whether he has attempted to remove or comply with the same and notwithstanding any negotiation or litigation in respect thereof) may give to the purchaser or his legal practitioner or conveyancer notice in writing of the vendor's intention to rescind the contract at the expiration of seven days unless such requisition or objection is withdrawn and if such notice is so given and the requisition or objection is

not withdrawn within such seven days the contract shall thereupon be rescinded and the vendor shall repay to the purchaser all deposit and other moneys received by him or his agent on account of the purchase money but without interest costs or damages and the same shall be accepted by the purchaser in full satisfaction of all claims:

- 3 No omission from the particulars or mistake in the description measurements or area of the land hereby sold shall invalidate the sale unless the vendor rescinds pursuant to the last preceding Condition but if notified to the other party not less than three days before the day fixed for completion or within the applicable period specified in condition 1(a) or (b) (whichever is the earlier) the same shall be the subject of compensation to be paid or received by the vendor as the case may require and to be assessed in case the parties differ by two arbitrators or their umpire in accordance with the provisions of the Commercial Arbitration Act 1984 and this condition shall in that event be deemed to be a submission to arbitration within the Act.
- 4 If either party defaults in payment of any money under this contract then interest at a rate of two per cent higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 in lieu of any rate named in the contract and computed upon the money overdue during the period of default shall be paid on demand made by the offended party without prejudice to any other rights of the offended party.
- 5 Time shall be of the essence of this contract. However, if either party defaults under this contract the offended party shall not be entitled to exercise any of his rights arising out of the default other than his right to sue for money then owing until he has served the offender with a written notice specifying the default and his intention to exercise his rights unless the default is remedied and the proper legal costs occasioned by the default and any interest demanded are all paid within fourteen days of service of the notice and the offender fails to comply with the notice.

- 6
- (1) Where the default has been made by the purchaser and is not remedied all monies unpaid under this contract shall become immediately payable and recoverable at the option of the vendor.
 - (2) If the notice also states that unless the default is remedied the contract will be rescinded pursuant to this condition then if the default is not so remedied the contract shall thereupon be rescinded.
 - (3) Where the contract is so rescinded and the notice is given by—
 - (a) the purchaser, he shall be repaid any money together with any interest and costs payable under this contract and these shall be a charge on the land until payment;
 - (b) the vendor, then an amount equal to one tenth of the price ("the security") shall be forfeited to the vendor as his absolute property and he may recover possession of the land and at his option may within one year of the date of rescission either—
 - (i) retain the land and sue for damages for breach of contract; or
 - (ii) resell the land in such manner as he sees fit and recover any deficiency in the price on the re-sale and any resulting expenses by way of liquidated damages.

In addition to the security the vendor may retain any part of the price paid to him pending the determination of damages and may apply that money in satisfaction or part satisfaction of those damages.

- 7 If either party rescinds this Contract pursuant to the last preceding condition then that party or his legal practitioner or conveyancer may notify the stakeholder accordingly whereupon the stakeholder shall pay the moneys so held to the person giving the notice. The parties hereby each appoint the other as their lawful attorney for this purpose and absolve the stakeholder from any liability for complying with such notice.
- 8 The land sold is purchased subject to the reservations exceptions and conditions (if any) contained in the Crown grant.
- 9 All rates taxes assessments fire insurance premiums and other outgoings in respect of the said land shall be paid by the vendor and borne by the purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the vendor and purchaser and the rent (if any) shall be also apportioned on the same day and the balance paid or received as the case may require. In the case of land tax any such apportionment shall be computed on the basis that the land sold is the only land of which the vendor is the owner within the meaning of the Land Tax Act 2005. In calculating the apportionment any personal statutory benefit available to any party shall be disregarded.
- 10 Subject to the purchaser obtaining the consent of the fire insurance company, paying such apportioned premium as aforesaid, and accepting title in fact or by implication, the vendor shall hold the existing policy of insurance for himself and in trust for the purchaser and all other persons having an insurable interest and to the extent of such respective interests.
- 11 After the settlement date, so long as any purchase or other moneys remain owing by the purchaser to the vendor—
 - (a) the purchaser shall at his own cost insure and keep insured in the names of the vendor and the purchaser and every other person having an insurable interest in some insurance office to be

approved by the vendor all buildings now erected or hereafter to be erected on the said land and shall deliver the policy and annual premium receipt to the vendor. Such policy shall be for the full insurable value inclusive of the policy in the last preceding Condition mentioned. Upon default herein by the purchaser the vendor may pay any renewal premium or (as the case may be) may effect such insurance and pay any premium and any money so paid by him shall be payable to him by the purchaser on demand;

- (b) the purchaser shall keep all such buildings and all fencing in tenantable repair;
 - (c) neither the purchaser nor any transferee or sub-purchaser of the said land shall alter the construction of such buildings or in any way pull down or remove the same or any part thereof without the consent in writing of the vendor first obtained;
 - (d) the purchaser shall in relation to the said land comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force which are binding upon owners or occupiers of land and which relate to the prevention or destruction of pest animals noxious weeds or diseases of vegetation or vines;
 - (e) the vendor may enter upon the said land twice in every year at a reasonable time of the day and view the condition thereof and of any buildings thereon.
- 12 Upon payment of all purchase and other moneys payable by the purchaser under the contract the vendor shall deliver to the purchaser such registrable instrument or instruments of transfer of the land sold as will enable the purchaser to become registered as proprietor of the land sold and shall deliver to the purchaser the certificate of title or if other land or interests are then comprised therein or if the land sold is under mortgage shall cause such

certificate to be made available at the Office of Titles for registration. The instrument of transfer to the purchaser shall be prepared by or on his behalf. The delivery of such document shall not of itself be deemed acceptance of title.

- 13 Any demand, notice or document by any party to this contract may be made or given by the legal practitioner or conveyancer for that party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his legal practitioner or conveyancer at their respective addresses as named in the contract or if served in any other manner authorized by the Supreme Court Rules for service of documents upon parties or their legal practitioners.
- 14 (a) Where the consent or licence of any person or body is required to the sale, the vendor shall at his own expense apply for and use his best endeavours to obtain such consent or licence. If such consent or licence is not obtained by the date upon which the purchaser becomes entitled to possession of the land sold or to the receipt of the rents and profits thereof as the case may be (in these Conditions called *the settlement date*) the contract shall be null and void and all moneys paid hereunder by the purchaser shall be refunded to him.
- (b) If the land sold is leasehold, the rent and other monetary obligations payable by the vendor (except capital payments payable under any Crown lease) shall be adjusted between the parties in the same manner as is provided by these Conditions for the adjustment of rates. The purchaser shall indemnify the vendor against all claims in respect of all the obligations under the said lease which are to be performed after the settlement date.

- 15 The purchaser shall assume liability for compliance with any notices or orders relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the day of sale but the purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted title) at any time prior to the settlement date for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The purchaser may also inspect the condition of the property and the chattels at any reasonable time during the period of seven days preceding the settlement date.
- 16 Any payment due under this contract may be made or tendered either in cash or by a draft or cheque drawn on account of an authorised deposit-taking institution within the meaning of the Banking Act 1959 of the Commonwealth.

Schs 8-11
repealed by
No. 9976 s. 11.

PARTICULARS OF SALE

VENDOR'S
ESTATE AGENT

REDROK PTY LTD [ABN 29 662 191 997]
280 Broadway, Reservoir Vic 3073
Tel: **9462 1100** Fax:

VENDOR'S
SOLICITOR

JOHN DI SANTO, LL.B.,
694 Sydney Road, BRUNSWICK, VIC. 3056.
Tel: **9383-1766** Fax: **9386-4439**

PURCHASER'S
SOLICITOR

Tel: Fax:

VENDOR

ADELE MOLINARO of 162 Murray Road, Preston Vic. 3072
(as Executor of the Estate of Antonio Mercuri, deceased)

PURCHASER

LAND

Lot **84** on Plan of Subdivision No. **LP009184** in the Parish of Jika Jika and being the land more particularly described in Certificate of Title Volume **05210** Folio **868**.

PROPERTY
ADDRESS

the land together with any improvements known as
4 OAKHILL AVENUE, RESERVOIR VIC. 3073

CHATTELS

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

PRICE

\$

DEPOSIT

\$

being 10% of the price payable on the signing hereof.

RESIDUE

\$

PAYMENT OF
RESIDUE

* On the _____ day of _____ 2024, or
earlier by agreement.

SETTLEMENT
DATE

is the date upon which -
vacant possession of the property and chattels must be provided, namely, upon
acceptance of title and payment of the full purchase price.

DAY OF SALE

is the earlier of the date of this Contract or the acceptance date of any prior Contract Note,
namely _____ / _____ / 2024.

SCHEDULE

- ITEM (1) Encumbrances to be assumed by the Purchaser-
- a) All registered easements; and
 - b) All and any Easements and Covenants as disclosed in the Vendor's Statement to the Purchaser pursuant to Section 32 of the Sale of Land Act 1962 and in the Special Conditions of this Contract.

ITEM 2 Interest - NIL.
(GC4)

SPECIAL CONDITIONS ("SC")

As follows:

1. Where not inconsistent with the context the expression "the Purchaser" as used in this Contract shall include the Purchaser if only one or the Purchasers if more than one under this Contract and if there shall be more than one Purchaser their agreements and obligations under this Contract and the conditions hereof shall bind them and two or more of them jointly and each of them severally.
2. The Purchaser acknowledges that prior to signing this Contract or any agreement or documents in respect of the Sale hereby made which is legally binding upon or intended legally to bind the Purchaser he has been given by the Vendor's Agent, a Statement in writing containing the particulars required by Section 51 of the Estate Agents Act 1980 as amended, and also acknowledges receipt of a copy of this Contract of Sale in compliance with Section 53 of the said Act or any Act or rules prescribed by regulation which modify or replace the said Act or rules.
3. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars given above. He shall not make any Requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so. Condition 3 of the said Table "A" and of the said Third Schedule shall not apply to this Contract.
4. The Purchaser buys subject to any restrictions imposed by and to the provisions of the Darebin Planning Scheme and any other Town Planning Acts or Schemes.
5.
 - a) The Property and any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the Purchase Price.
 - b) The chattels sold by this Contract are sold without any warranty or condition other than those expressly contained herein.
6. The Purchaser acknowledges that the Vendor's Agent has acted as Agent of the Vendor and that no information representation or warranty of the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor's Agent on the one part and the Purchaser on the other part.
7. The Purchaser has been given the opportunity to inspect the said land, the buildings and improvements erected thereon, including all fixtures and fittings and chattels and has done so through it's servants and agents and various experts employed by it and the Purchaser relies on the Purchaser's own judgement in purchasing the same and the Purchaser purchases the same subject to all faults and defects (if any), both latent and patent and accepts the said buildings and improvements, including fixtures and fittings and chattels in their present state and condition in all respects and the Vendor shall not be called upon to carry out any work whatsoever in relation thereto.
8. The Vendor by itself or by its servants and agents, gives no assurance or warranty as to the state of repair, order and condition of the buildings and improvements erected on the land sold, including the fixtures and fittings and chattels, or the suitability of the buildings and any improvements including the fixtures and fittings and chattels for any purpose or that the improvements comply with the relevant Building and Building Services Statutes, or any subordinate legislation thereunder including the Victoria Building Regulations and Council By-Laws or their freedom or otherwise from fault and defect, or that the said improvements including the fixtures and fittings and chattels are in good repair order or condition.

SPECIAL CONDITIONS CONTINUED

9. The Vendor by itself or by its servants and agents, gives no assurance or warranty as to the state of repair, order and condition of the buildings and improvements erected on the land sold, including the fixtures and fittings and chattels, or the suitability of the buildings and any improvements including the fixtures and fittings and chattels for any purpose or that the improvements comply with the relevant Building and Building Services Statutes, or any subordinate legislation thereunder including the Victoria Building Regulations and Council By-Laws or their freedom or otherwise from fault and defect, or that the said improvements including the fixtures and fittings and chattels are in good repair order or condition.

10. A Deposit of ten per centum (10%) of the Purchase Price shall be payable by the Purchaser on the signing of this Contract and the residue on the date stipulated in the particulars of sale.

11. **GST NON-APPLICABLE - THIS PROPERTY SALE IS NOT A SALE SUBJECT TO GST.**

11.1 In this special condition:

"GST" means GST within the meaning of the GST Act;

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended);

"Property" means the real property and chattels (if any) specified in the Particulars of sale;

"Price" means the amount specified in the Particulars of Sale as the price of the Property; it is expressed as a GST exclusive amount;

"Settlement Date" means the settlement date specified in the Particulars of Sale; and

Expressions used in this Special Condition that are defined in the GST Act have the same meaning as given to them in the GST Act.

11.2 **NON-APPLICABLE**

The Parties acknowledge and agree that the sale of the Property under this Contract of Sale and that this Contract of Sale is a supply:

- a) of an existing residential property which is not new and that:
- b) the Purchaser warrants that the Purchaser will use the property for residential purposes.

- **The Vendor is not registered for GST** and are not required to be registered for GST.
- The Contract of Sale is **not a taxable supply** under the GST Act.
- **GST is not payable**

12. **Stamp Duty - Purchasers buying unequal interests:**

1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of Sale the proportions in which they are buying the property "the proportions".
2. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
3. The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
4. This Special Condition will not merge on completion.

SPECIAL CONDITIONS CONTINUED

13. **Special condition 13 - GST withholding on supplies of New Residential Property**

"This special condition applies to contracts for the sale of new residential property entered into on or after 1 July 2018 and, as well, to any contracts entered into prior to that date, including existing contracts, if consideration for the supply of the premises other than a deposit was or is provided before 1 July 2020."

- 13.1 Words and expressions defined or used in Schedule 1 Subdivision 14-E of 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 special condition unless the context requires otherwise. Words and expressions used in this special condition and which are shown in italics are defined or described in at least one of those Acts.
- 13.2 This special condition 13 applies if the purchaser is required to pay the Commissioner an amount in accordance with Schedule 1 section 14-250 of the *Taxation Administration Act 1953 (Cth)* because the property is new residential premises or potential residential land and 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 special condition 13 is to be taken as relieving the vendor from compliance with section 14-255.
- 13.3 The amount is to be deducted from the vendor's entitlement to the contract consideration whether or not the vendor provides the purchaser with a GST withholding notice in accordance with Schedule 1 section 14-255 of 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.
- 13.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 13.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition notwithstanding;
 - (d) any contrary instructions, other than from both the vendor and the purchaser; and
 - (e) any other provision in this contract to the contrary.
- 13.6 The representative is taken to have complied with the requirements of special condition 13.5 if:
- (a) settlement is conducted through Property Exchange Australia Ltd operated electronic conveyancing system or by any other electronic conveyancing system agreed to by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.7 The purchaser may at settlement give the vendor a bank cheque(s) for the amount in accordance with Schedule 1 section 16-30 (3) of the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) it has been agreed to by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 13.6.

SPECIAL CONDITIONS CONTINUED

However, if the purchaser gives the bank cheque(s) in accordance with this special condition 13.7, the vendor must:

- (c) immediately after settlement provide the bank cheque(s) to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque(s) which identifies the transaction and includes particulars of the bank cheque(s), at the same time that the purchaser gives the vendor the bank cheque(s).

13.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with Schedule 1 section 14-250 of 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.

13.9 The vendor warrants that:

- (a) at settlement the premises are not new residential premises or potential residential land in either case falling within the parameters of Schedule 1 section 14-250 of 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 Schedule 1 section 14-255 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

13.10 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.

14. Warranty as to FIRB Approval

If the purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 and any other requirements set down by Ministerial Statement to the purchase of the property by the purchaser then the purchaser warrants that it has obtained the approval of the Treasurer to the purchase of the property by the purchaser, and the purchaser further acknowledges that if such warranty is untrue in any respect then the purchaser indemnifies the vendor against any loss or damage which the vendor may suffer as a result of the vendor having relied on the warranty when entering into this contract including any consequential loss.

15. GUARANTEE OF COMPANY (ON DAY OF SALE)

If the Purchaser is a company (other than a listed company), the Purchaser must procure the execution of the attached form of guarantee and indemnity by:

- (a) each of its directors; or
- (b) a listed company of which the Purchaser is a subsidiary,

at the Purchaser's expense and deliver it to the Vendor together with the executed contract.

16. FOREIGN INVESTMENT POLICY

- (a) In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

SPECIAL CONDITIONS CONTINUED

- (b) The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

17. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

This special condition applies to contracts entered into on or after 1 July 2017 if a vendor is a foreign resident or if the property is or will have a market value of \$750,000.00 or more.'

- 17.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 17.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-170 (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.
- 17.3 *This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).*
- 17.4 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.
- 17.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 17.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor;
- and
- (e) any other provision in this contract to the contrary.

SPECIAL CONDITIONS CONTINUED

- 17.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 17.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 10 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct,
- 17.9 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

18. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 18 applies:

- 18.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 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. 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 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 18.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

SPECIAL CONDITIONS CONTINUED

- 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 special 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 mistaken payment and to recover the 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 Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchase or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
19. Where the subject property includes a swimming pool, spa or pond, the purchaser acknowledges that they have made their own enquiries regarding their obligations as owners under the provisions of the pool regulations and have not relied on any representations made by the vendor or the Agents in this regard.
20. **TRANSFER**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on the transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
21. **LAND TAX**
- "This special condition applies to contracts for the sale of real estate entered into on or after 1 January 2024"**
- 21.1 From 1 January 2024, the apportionment of land tax between a vendor and purchaser under a contract of sale of land is prohibited unless the consideration (contract price) is \$10 million or greater (to be indexed).
- 21.2 From 1 January 2024 where the consideration (contract price) is less than \$10 million there is no apportionment of land tax as between a vendor and purchaser; the vendor is to pay any land tax assessed and/or arrears prior to or at settlement.

GUARANTEE

(To be given by Directors if Purchaser is a Company)

WE.....

of.....

IN CONSIDERATION of the within Vendor ("The Vendor") having at our request agreed to sell the within mentioned property ("The Property") to

.....
the registered office of which is situated at

.....
"The Purchaser") DO HEREBY GUARANTEE due and prompt payment to the Vendor of all moneys payable under the within Contract of Sale ("The Contract") as and in the manner therein provided and also the due and prompt performance and observance by the Purchaser of all and singular of the terms conditions covenants and agreements therein contained and on the part of the Purchaser to be observed and performed and WE AGREE:

1. To indemnify the Vendor in respect of any loss damages expenses or costs of whatever kind incurred or sustained by reason of the Purchaser's default under the Contract;
2. Without limiting the generality of the foregoing, if at any time any moneys which the Purchaser is obliged to pay thereunder shall be in arrears and unpaid we will on demand pay forthwith to the Vendor those moneys;
3. If the Purchaser shall make default in the performance or observance of any of the terms conditions covenants and agreements on its part contained in the Contract we will upon receipt of the Vendor's written request pay to the Vendor all loss damages expenses and costs which the Vendor shall be entitled to recover by reason of such default;
4. This Guarantee is a continuing one until settlement of the Contract of Sale and any extensions of time for payment or other indulgence which the Vendor may grant to the Purchaser shall not prejudice and affect our liability under this Guarantee;
5. This Guarantee shall not be determined by our death or liquidation and shall be enforceable against our heirs administrators transferees and assigns; and
6. Any demand shall be duly made if the demand shall be in writing and left at or be sent by registered mail addressed to any one of us at our address aforesaid or at our usual place of abode or business last known to the Vendor; and
7. This Guarantee is a joint and several Guarantee.

DATED the _____ day of _____ 2024.

SIGNED SEALED and DELIVERED by the said _____)
_____)
in the presence of: _____)

SIGNED SEALED and DELIVERED by the said _____)
_____)
in the presence of: _____)

IMPORTANT NOTICE TO PURCHASERS

- A. 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.
- B. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the Property.
- C. 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.
- D. 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.
- E. In this Statement - "certificate" means a certificate (or a copy) issued by the relevant authority. "settlement" means the event upon which the Purchaser becomes entitled to possession or to the rents and profits of the property.

1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the Property (whether registered or unregistered)-
- 1.1 As set out in the attached copies of title documents AND including the Covenant contained in the Instrument of Transfer No. 1234189 a copy of which is attached.
- 1.2 Particulars of any existing failure to comply with that easement, covenant or other similar restriction are as follows - NIL.

2. PLANNING & ROAD ACCESS- Information concerning any planning instrument-
As per attached Certificate.

The Property is inside the Melbourne Metropolitan Area.
There is access to the Property by road.
This property is not in a designated bushfire prone area.

3. FINANCIAL MATTERS
OUTGOINGS & STATUTORY CHARGES- Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) AND any interest payable on any part of them -
As per the attached Certificates.

Any amounts (including any proposed Body Corporate Levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows- A proportion of the above to be adjusted as between Vendor and Purchaser at Settlement pursuant to Contract.

- 3.1. The amount owing under any other registered or unregistered Statutory Charge that secures an amount due under any other legislation is- NIL.

4. SERVICES- Information concerning the supply of the following Services-			NAME OF AUTHORITY
SERVICE	CONNECTED	AVAILABLE	(If service is connected)
4.1. Electricity	YES	YES	PROVIDER OF CHOICE
4.2. Gas	YES	YES	" "
4.3. Water	YES	YES	YARRA VALLEY WATER
4.4. Sewerage	YES	YES	" " "
4.5. Telephone	NO	NO	

5. BUILDING APPROVALS AND INSURANCE - Particulars of any building approval granted in the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the property includes a residence) – As set out in the attached Darebin City Council Building Regulations 51(1) Certificate dated 8 August 2024 and Darebin City Council Building Regulations 51(2) Certificate dated 7 August 2024 at items 8.5 and 8.6 herein.

Particulars of any guarantee issued in the past seven years under the House Contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner-builder) - No such guarantee has been granted;

Particulars of any required insurance effected in the past six years and six months under the Building Act 1993 (required where the property includes a residence to which s.137B Building Act 1993 applies) - No such insurance has been effected.

6. NOTICES - Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property including any-
- 6.1. Affecting the Body Corporate and any liabilities (whether contingent, proposed or otherwise) where the Property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the Property - NIL.
 - 6.2. Quarantine or Stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine order is still in force) - NIL.
 - 6.3. Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986) - Are as follows - NIL.

"The Vendor has no means of knowing of all decisions of public authorities and Government departments affecting the property unless communicated to the Vendor".

7. REPRESENTATIONS AND WARRANTIES - The contract between the Vendor and the Purchaser shall not include Condition 1 of Table A of the Seventh Schedule of the Transfer of Land Act. The Purchaser shall not be entitled to deliver any further requisitions or enquiries to the Vendor in relation to the title to the property or subject matter of the Contract. The Vendor makes the following warranties in relation to the title and the property:-
- (a) The Vendor will be entitled/will be in possession of the property on or before the settlement date, subject to any tenancies disclosed herewith;
 - (b) The vendor warrants that the Vendor owns all fixtures and chattels listed in the Contract;
 - (c) The property is not subject or affected by any legal proceedings;
 - (d) The property is not subject to any encumbrances disclosed in the Vendor Statement or any encumbrances not so disclosed will be discharged on or before the settlement date;
 - (e) The Vendor will be in a position to deliver the title to the property to the purchaser on the settlement date;
 - (f) The Vendor is not under any legal disability;
 - (g) The Vendor will provide a Statutory Declaration or statement of goods transferred with residential land/industrial land (as applicable) as required by the State Revenue Office at settlement;
 - (h) The Vendor makes no representations in relation to the condition of the property and the Purchaser must rely upon own enquiries and inspections;
 - (i) The Vendor makes no representations that the services referred to in the Vendor's Statement are adequate for the Purchaser's Intended use of the property and the Purchaser should make appropriate enquiries of service providers. The provision of services may change between the day of sale and the settlement date or date of payment of the balance of the purchase price and the Vendor makes no representation that the provision of service will remain the same between the sale and the settlement date or date of payment of the balance of the purchase price; and
 - (j) The Purchaser will be responsible for the connection and/or transfer of all services to the property and will bear the costs associated with such connection or transfer or both.

8. TITLE - Attached are copies of the following document/s concerning the title-
- 8.1. Register Search Statements of Certificate of Title Volume **05210** Folio **868** which gives evidence of the Vendors' title and right to sell and the document being Plan of Subdivision **LP009184** comprising of 3 pages, or part of a document, referred to as the "diagram location" in the statement which identifies the land and its location.
 - 8.2. Covenant contained in Instrument of Transfer No. 1234189 comprising of 4 pages.
 - 8.3. Planning Certificate No. 1055315 issued 2 August 2024 comprising of 2 pages.
 - 8.4. Darebin City Council Land Information Certificate No. 907/2024 comprising of 4 pages.
 - 8.5. Darebin City Council Building Regulations 51(1) Certificate dated 8 August 2024 comprising of 2 pages.
 - 8.6. Darebin City Council Building Regulations 51(2) Certificate dated 7 August 2024 comprising of 1 page.
 - 8.7. Yarra Valley Water Information Statement & Rates Certificate Statement No. 30872426 comprising of 7 pages together with the Approval PSP Plan No. 172394-0 comprising of 1 page.
 - 8.8. State Revenue Office Property Clearance Certificate No. 79376234 comprising of 6 pages.
 - 8.9. VicRoads Roads Property Certificate issued 2nd August 2024 comprising of 1 page.
 - 8.10. GST Withholding Notice.
 - 8.11. Due Diligence Checklist.
9. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**
Attached is a copy of a notice or certificate issued under Subdivision 5 of Division 2 of the Planning and Environment Act 1987 (Vic) in the case of land where there is a GAIC recording (meaning of Part 9B of the Planning and Environment Act 1987 (Vic)): Not Applicable.
10. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**
Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth) –
- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
 - (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an Occupancy Permit was issued less than 2 years before the relevant date) – Not Applicable.
11. **COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024**
Statement Of
- (i) whether or not the land is tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**;
NO and
 - (ii) the AVPCC (within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**) most recently allocated to the land;
AVPCC 110 and
 - (iii) if the land is tax reform scheme land, its entry date within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**;
NOT APPLICABLE

As per the attached State Revenue Office Property Clearance Certificate No. 79367073 comprising of 6 pages.

PLEASE NOTE- THAT WHERE THE PROPERTY IS TO BE SOLD ON TERMS PURSUANT TO SECTION 32(2)(f) OF THE ACT AND/OR SOLD SUBJECT TO A MORTGAGE THAT IS NOT TO BE DISCHARGED BY THE DATE OF POSSESSION (OR RECEIPT OF THE RENTS AND PROFITS) OF THE PROPERTY PURSUANT TO SECTION 32(2)(a) OF THE ACT- then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.



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

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

Page 1 of 1

VOLUME 05210 FOLIO 868

Security no : 124117138124F
Produced 02/08/2024 05:04 PM

LAND DESCRIPTION

Lot 84 on Plan of Subdivision 009184.
PARENT TITLE Volume 05049 Folio 750
Created by instrument 1296801 07/12/1926

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ADELE MOLINARO of 162 MURRAY ROAD PRESTON VIC 3072 Executor(s) of ANTONIO
MERCURI deceased
AY225583M 19/07/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 1234189

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP009184 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY225566M (E)	CONV PCT & NOM ECT TO LC	Completed	19/07/2024
AY225583M (E)	TRANSMISSION APPLICATION	Registered	19/07/2024

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

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

Street Address: 4 OAKHILL AVENUE RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 21227A JOHN DI SANTO
Effective from 19/07/2024

DOCUMENT END



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Document Identification	LP009184
Number of Pages (excluding this cover sheet)	3
Document Assembled	02/08/2024 17:04

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PLAN OF SUBDIVISION
OF PART OF CROWN PORTION 146
AT PRESTON

PARISH OF JIKA JIKA
COUNTY OF BOURKE

VOL. 2517 FOL. 204
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

LP 9184

EDITION 2

PLAN MAY BE LODGED 16/01/23

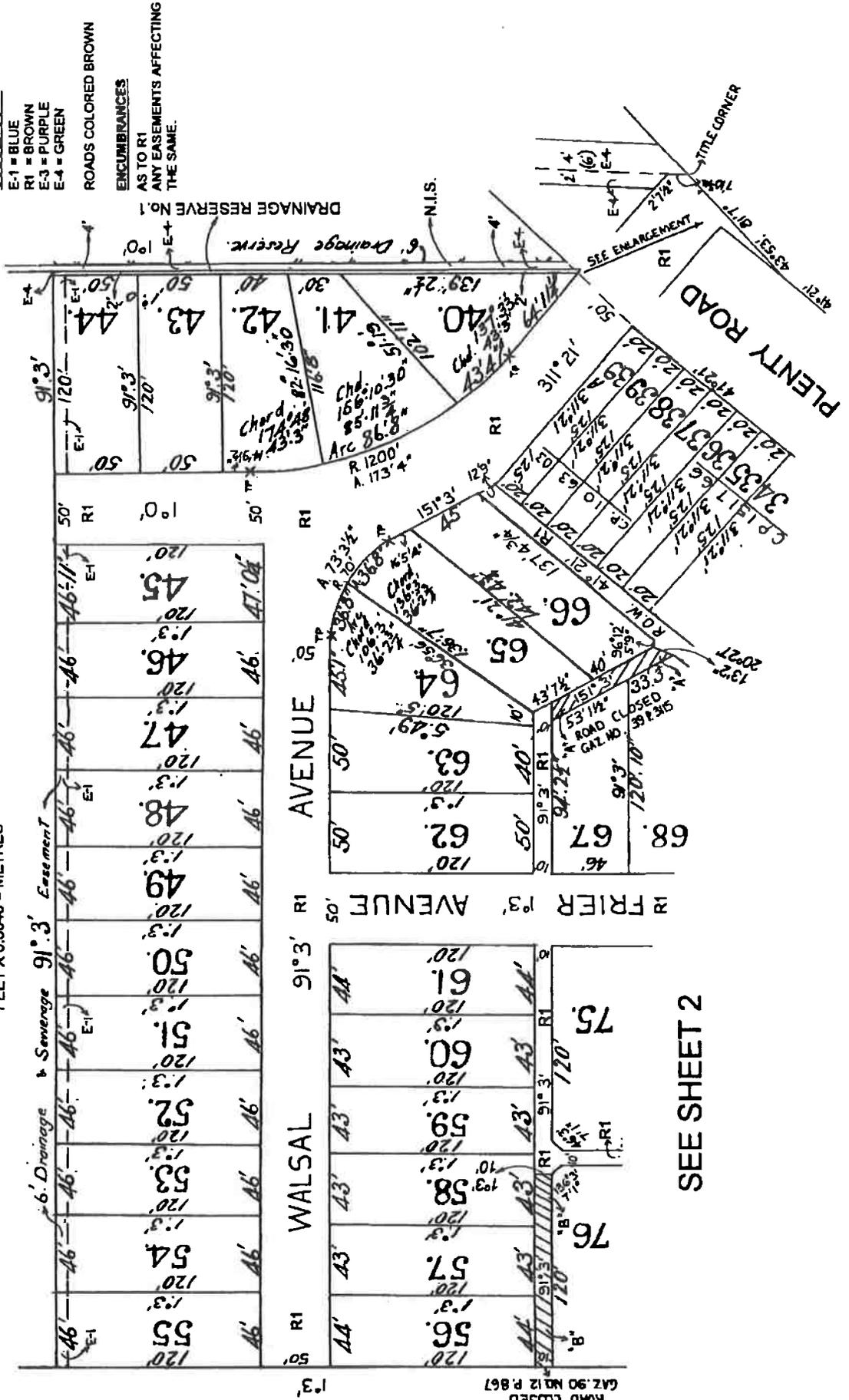
2 SHEETS
SHEET 1

COLOUR CODE
E-1 = BLUE
R1 = BROWN
E-3 = PURPLE
E-4 = GREEN

ROADS COLORED BROWN

ENCUMBRANCES

AS TO R1
ANY EASEMENTS AFFECTING
THE SAME.



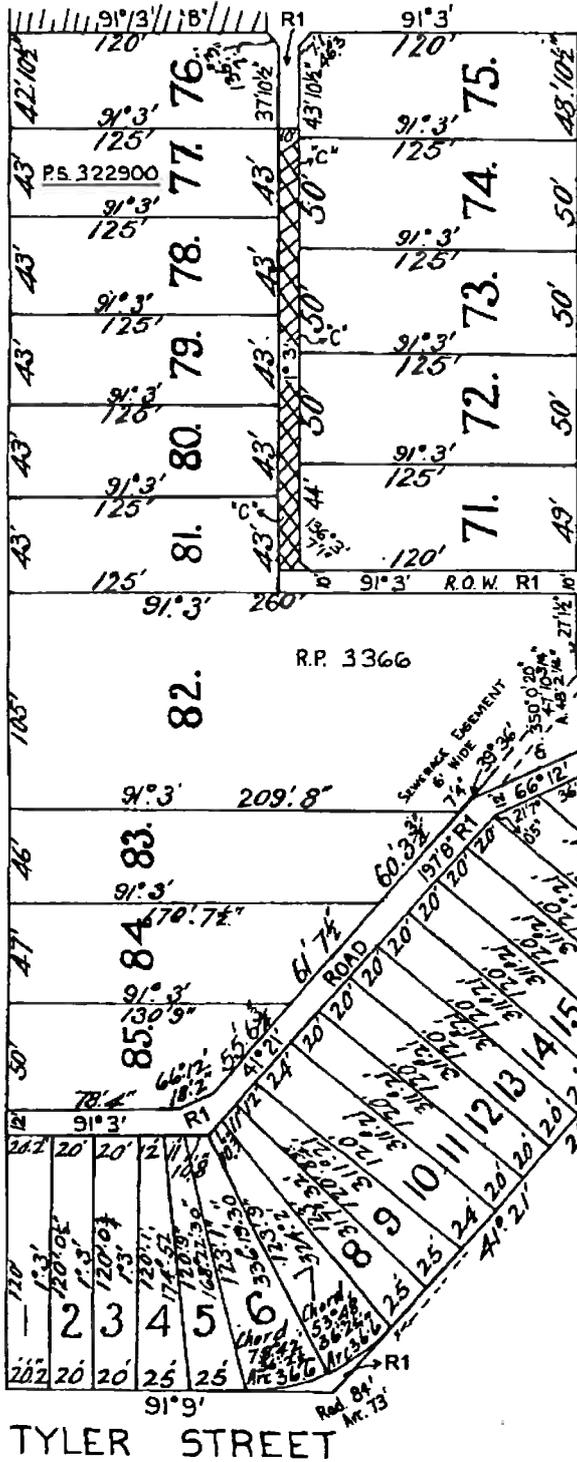
LP 9184

2 SHEETS
SHEET 2

SEE SHEET 1

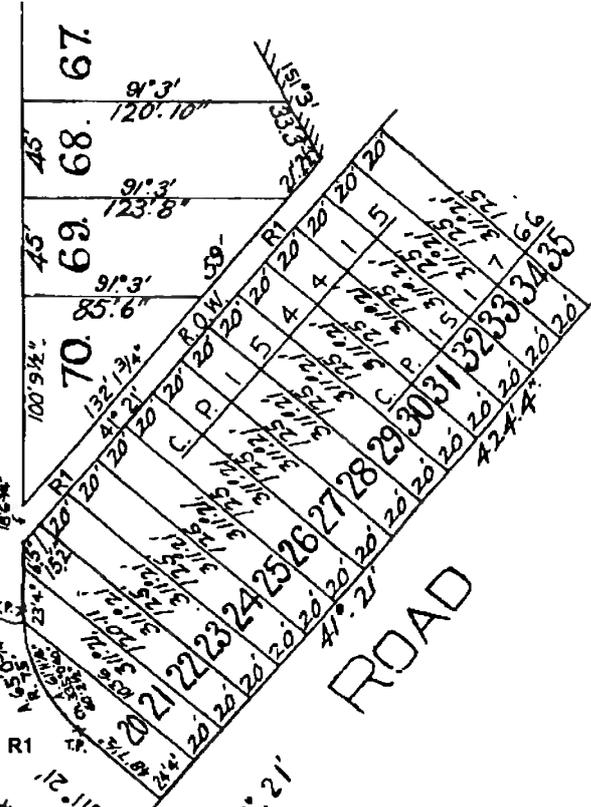


OAK HILL 1'3" AVENUE



FRIER 1'3" AVENUE

PLENTY ROAD



TYLER STREET



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Number of Pages (excluding this cover sheet)	4
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2620512

7/94

PERCY J. RUSSELL

probate
See Probate

4234189

FREEHOLD

VICTORIA

REGISTERED
SEP 17 1925
Henry & Helen

Co. 2
TRANSFER OF LAND
2628512

OFFICE OF TITLES
17 SEP 1925
11:30



STAMP OUTY
17 SEP 1925
VICTORIA

We, HENRY PETER ZWAR and EDWARD HOLLWOOD TOMKINS both of -
Cramer Street Preston Tanners and WILLIAM ARTHUR KELLY of Town
Hall Preston Town Clerk being registered as the proprietors of an
estate in fee simple in the land hereinafter described, subject to
the encumbrances notified hereunder, in consideration of the sum of
TWO HUNDRED AND SIXTY SEVEN POUNDS paid to us by HARRY TATHAM
HURST late of corner of Tyler Street and Plenty Road Preston Gentle-
man deceased during his lifetime and in consideration of the sum of
SEVENTEEN POUNDS FIFTEEN SHILLINGS paid to us by ETHEL AGNES
HURST of corner of Tyler Street and Plenty Road Preston Widow -
(together with the said sum of Two hundred and sixty seven pounds
making in all the aggregate sum of TWO HUNDRED AND EIGHTY FOUR
POUNDS FIFTEEN SHILLINGS) the Executrix to whom Probate of the -
Will of the said Harry Tatham Hurst deceased who died on the eight-
eenth day of March, One thousand nine hundred and twenty five was
on the twenty eighth day of May One thousand nine hundred and twenty
five granted by the Supreme Court of Victoria in its Probate Juris-
diction *in further consideration of the devise to her contained in the said will*
do hereby TRANSFER to the said Ethel Agnes Hurst ALL
our estate and interest in ALL THOSE pieces of Land being Lots
83 and 84 on Plan of Subdivision No. 9184 lodged in the Office of
Titles and being part of Crown Portion 146 at Preston Parish of -
Jika Jika County of Bourke and being part of the land more particu-
larly described in the Certificate of Title entered in the Register
Book Volume 2517 Folio 503204 Together with all registered appur-
tenant easements AND the said Ethel Agnes Hurst DOTH HEREBY
for herself her heirs executors administrators and transferees re-
gistered proprietor or proprietors for the time being of the land
hereby transferred COVENANT with the said Henry Peter Zwar, -
Edward Hollwood Tomkins and William Arthur Kelly and each of them
their and each of their respective heirs executors administrators
and transferees registered proprietor or proprietors for the time
being of the land remaining untransferred in the said Certificate

W.P.
29/9/25

2517
204
Water on site

See the court
herein
SDS
21-10-25

A.P.R.
27-10-25

W.P.
25/11/25

W.P.
21-11-25

IMAGED

2625902
16-11-25

29/9/25

of title that she the said Ethel Agnes Hurst, her heirs executors administrators or transferees shall not at any time hereafter erect on ~~any~~ of the said lots hereby transferred more than one message of Dwelling House with suitable outhouses and that such message shall be used as a private residence and for no other purpose and that no trade or business shall be carried on on the aforesaid lots and shall not at any time hereafter excavate carry away or remove or permit to be removed any earth clay stone gravel or sand from the said lots except for the purpose of excavating for the foundations of any buildings to be erected thereon and it is hereby declared that it is intended that these covenants shall be set out as an encumbrance at the foot of the Certificate of Title to issue for the said land hereby transferred and shall run with the said land.

DATED the *Seventh* day of *September* one thousand nine hundred and twenty five.

SIGNED by the said HENRY PETER EWAR
in Victoria in the presence of *[Signature]*

Henry P. Ewar

SIGNED by the said EDWARD HOLLWOOD
TOMKINS in Victoria in the presence of

[Signature]

THE BANK OF SOUTH WALES
A. J. Dawson

SIGNED by the said WILLIAM ARTHUR KEELY
in Victoria in the presence of *[Signature]*

[Signature]

SIGNED by the said ETHEL AGNES HURST
in Victoria in the presence of

Ethel Agnes Hurst

Percy J. Russell
Real Estate Melbourne

ENCUMBRANCES REFERRED TO:



PERCY J. RUSSELL,
Solicitor
430 Chancery Lane,
LONDON, E.C. 4.

T R A N S F E R

MRS. E. A. HURST

— to —
21

H. P. ZWARZESQ., & ORS.

DATE 1925

MEMORIAL OF INSTRUMENT.

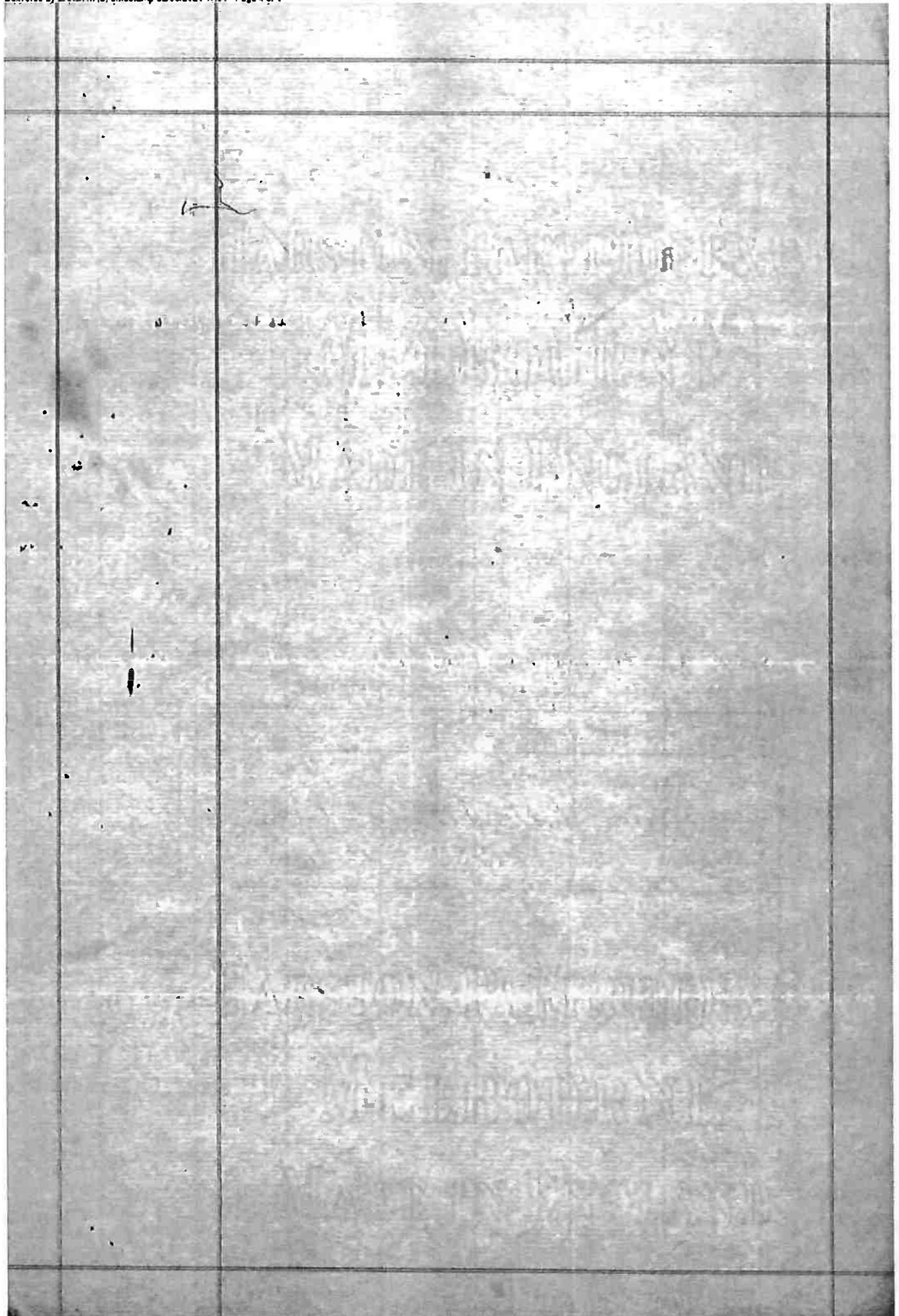
NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 17 th DAY OF September 1925.	To Ethel Agnes Hurst	1234189

H.P.

M. H. Anderson
ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 2517 FOL 503204

M. H. Anderson
ASSISTANT REGISTRAR OF TITLES



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1055315

APPLICANT'S NAME & ADDRESS

JOHN DI SANTO C/- LANDATA
MELBOURNE

VENDOR

MOLINARO (EXECUTOR OF ANTONIO
MERCURI), ADELE

PURCHASER

PROPOSED SALE, PROPOSED SALE

REFERENCE

MOLINARO

This certificate is issued for:

LOT 84 PLAN LP9184 ALSO KNOWN AS 4 OAKHILL AVENUE RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a HERITAGE OVERLAY (HO172)

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 - C170dare

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

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

02 August 2024

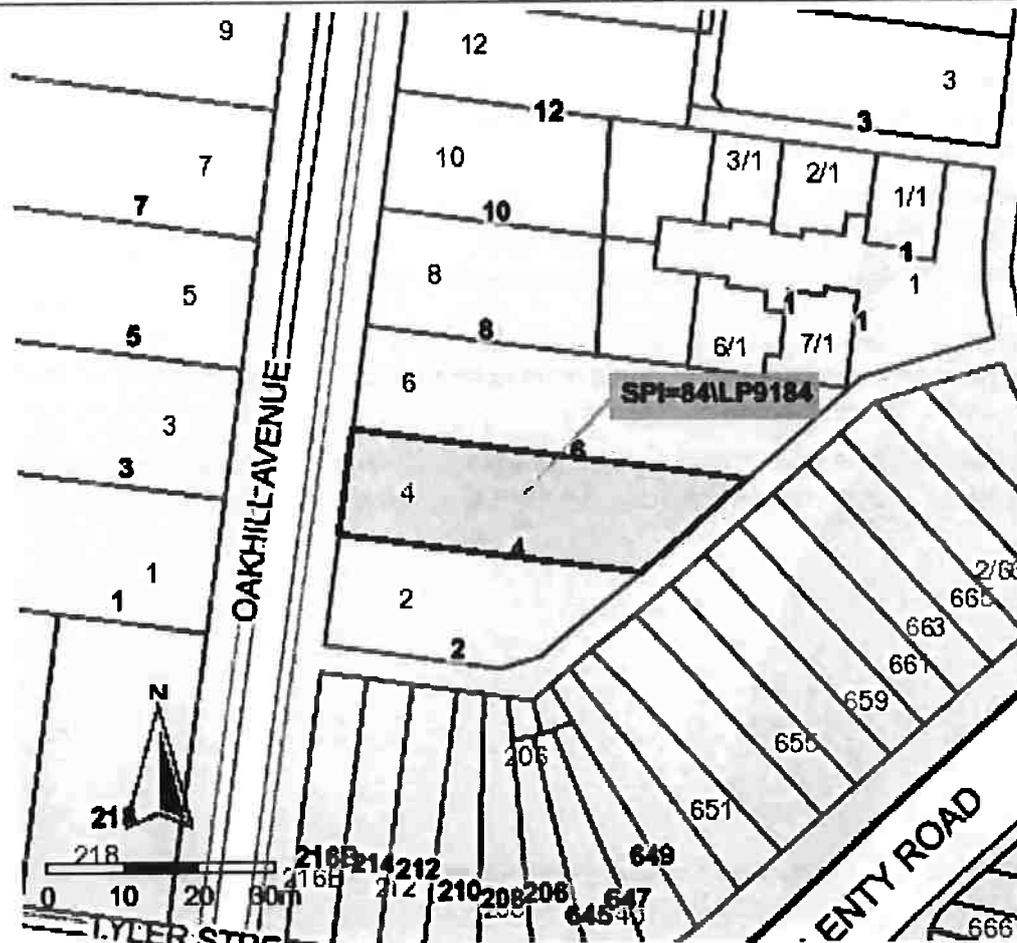
Sonya Kilkenny
Minister for Planning

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

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

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

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.



Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 907/2024
Darebin Reference Number: 6891.6

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	05-Aug-2024
Assessment Number	6891.6
Applicant Reference	73752793-016-8:105793
Certificate Number	907/2024
Property Location	4 Oakhill Avenue RESERVOIR VIC 3073
Property Description	CT-5210/868 LOT 84 LP 9184 AVPCC 110.3

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other 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.

The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.

Site Value	\$900,000
Capital Improved Value	\$1,110,000
Net Annual Value	\$55,500

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 907/2024
Darebin Reference Number: 6891.6

Rates and charges levied for the period 01/07/2024 - 30/06/2025

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00174674	Residential Vacant Land	0.00524022
Business	0.00305680	Business Vacant Land	0.00698696
Vacant Retail Land	0.00698696	Mixed Use Land	0.00244544

Arrears to 30-Jun-2024	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$1,938.90
Fire Service Property Levy	\$228.55
Environmental Charge	\$433.90
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$2,601.35
Special Rates and Charges due:	\$0.00
Total due for property: 4 Oakhill Avenue RESERVOIR VIC 3073	\$2,601.35

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0068916**
To pay \$2,601.35
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 0068916 to pay \$2,601.35

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 907/2024
Darebin Reference Number: 6891.6

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 907/2024
Darebin Reference Number: 6891.6

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

Yvonne Condello
REVENUE SERVICES COORDINATOR

Reference No.: 73752793-017-5:105792
Landata.online@victorianlrs.com.au

8 August 2024

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 4 OAKHILL AVENUE RESERVOIR VIC 3073

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 1112 / 201517177
Reference No: 51561/2015

Type of Permit : Building Permit
Issue Date : 14 May 2015

Re-Construct Free Standing Garage

Certificate of Final Inspection **Date Issued: 25 September 2015**

Relevant Building Surveyor: Leonard Dowell 9894 2828

- Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:
<https://yoursay.darebin.vic.gov.au/darebindcp>

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or **Speak & Listen**
1300 555 727 or
prelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

*** Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Leo Parente', written in a cursive style.

Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 73752793-017-5:105792

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.



YARRA VALLEY WATER
ABN 83 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

OX 13204

F (03) 8872 1353

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

2nd August 2024

JOHN DI SANTO
JOHN DI SANTO, LLB

Dear JOHN DI SANTO,

RE: Application for Water Information Statement

Property Address:	4 OAKHILL AVENUE RESERVOIR 3073
Applicant	JOHN DI SANTO JOHN DI SANTO, LLB
Information Statement	30872426
Conveyancing Account Number	5858527240
Your Reference	MOLINARO

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



Property Information Regulation 51/2
Reference No.: 73752793-019-9:105794
Landata.online@victorianlrs.com.au

7 August 2024

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

Dear Sir/Madam,

RE: 4 Oakhill Avenue RESERVOIR VIC 3073

With respect to your request for Property Information under Regulation 51(2) of the Building Regulations 2018, the following information is provided:

* Designated Flood Area (Reg.153)	NO
* Designated Land or Works (Regulation 154)	NO
* Termite Risk Area (Regulation 150)	NO
* Designated Alpine Area (Reg 152)	NO
* Designated Bushfire Prone Area (Reg 156)	NO

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at: <https://yoursay.darebin.vic.gov.au/darebindcp>

*** Note:** Town Planning Approvals.
Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully

Leo Parente
Municipal Building Surveyor
City of Darebin
Ph: 8470 8899
email: building@darebin.vic.gov.au

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
prelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomaalii
Tiếng Việt



YARRA VALLEY WATER
ABN 93 065 907 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	4 OAKHILL AVENUE RESERVOIR 3073
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 068 902 561

Lucknow Street
Mitoam Victoria 3132

Private Bag 1
Mitoam Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.vic.gov.au
yvw.vic.gov.au

Melbourne Water Property Information Statement

Property Address	4 OAKHILL AVENUE RESERVOIR 3073
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30872426	Address 4 OAKHILL AVENUE RESERVOIR 3073			 Yarra Valley Water ABN 93 066 902 501
	Date 02/08/2024			
	Scale 1:1000			
Existing Title 	Access Point Number 	GLV2-42 	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;	
Proposed Title 	Sewer Manhole 	MW Drainage Underground Centreline 		
Easement 	Sewer Pipe Flow 	MW Drainage Manhole 		
Existing Sewer 	Sewer Offset 	MW Drainage Natural Waterway 		
Abandoned Sewer 	Sewer Branch 			



YARRA VALLEY WATER
ABN 83 066 902 501

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

JOHN DI SANTO
JOHN DI SANTO, LLB
johndisanto@bigpond.com

RATES CERTIFICATE

Account No: 7997900926
Rate Certificate No: 30872426

Date of Issue: 02/08/2024
Your Ref: MOLINARO

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
4 OAKHILL AVE, RESERVOIR VIC 3073	84\LP9184	1124669	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$193.11

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.



YARRA VALLEY WATER
ABN 93 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
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E enquiry@yvw.com.au
yvw.com.au

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: 1124669

Address: 4 OAKHILL AVE, RESERVOIR VIC 3073

Water Information Statement Number: 30872426

HOW TO PAY



Billor Code: 314567
Ref: 79979009269

Amount
Paid

Date
Paid

Receipt
Number



PLAN NUMBER
172394-0

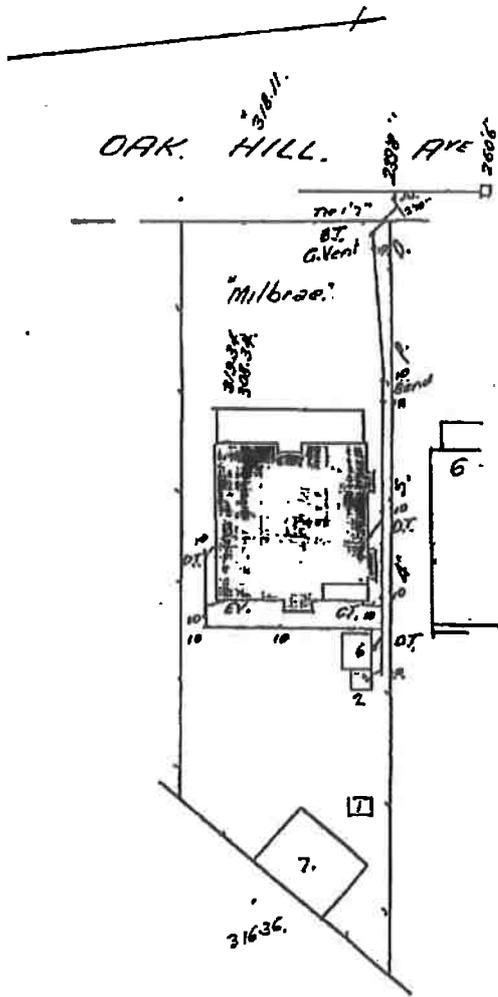
WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.

REFERENCE:

- | | | |
|--------------------------------|----------------------------------|--------------------------------|
| B.T. Boundary Trap | R.T. Reflux Trap | E.V. Educt Vent |
| D.T. Disconnecter Trap | S.T. Silt Trap | I.V. Induct Vent |
| G.T. Gully Trap | C.I.P. Cast Iron Pipe | S.I.V.P. Soil Induct Vent Pipe |
| G.D.T. Gully Disconnecter Trap | G.W.I.P. Galv. Wrought Iron Pipe | S.V.P. Soil Vent Pipe |
| G.I.T. Grease Interceptor Trap | S.P.D. Stoneware Pipe Drain | V.P. Ventilating Pipe |
| G.S.T. Gully Silt Trap | I.C. Inspection Chamber | M.F. Mica Flap |
| S.V. Stop Valve | I.O. Inspection Opening | T.I.T. Triple Interceptor Trap |

(See By-Law No.19)

Scale—40 feet to 1 inch.



LIST OF FITTINGS:

1. Closet to be moved to 2.
 3. Bath.
 4. Basin.
 5. Sink.
 6. Troughs.
 7. Garage.
- G.T. top to be enclosed in brickwork cemented top frame & G.S.T. apron to be provided.
Washing area to be provided & connected whenever ordered by the Board.

JUN 14 1928

Examined, *[Signature]*

[Signature]
Engineer.

Melbourne, 22/10/1928

Property Clearance Certificate

Land Tax



JOHN DI SANTO

Your Reference:	LD:73752793-013-7.MOLINAR
Certificate No:	79376234
Issue Date:	08 AUG 2024
Enquiries:	JXD11

Land Address: 4 OAKHILL AVENUE RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6856972	84	9184	5210	868	\$0.00

Vendor: ADELE MOLINARO (EXECUTOR OF ANTONIO MERCURI)

Purchaser: PROPOSED SALE PROPOSED SALE

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MR ANTONIO MERCURI	2024	\$910,000	\$0.00	\$0.00	\$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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:	\$1,120,000
SITE VALUE:	\$910,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 79376234

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" 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 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 = \$4,110.00

Taxable Value = \$910,000

Calculated as \$2,250 plus (\$910,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY

 Biller Code: 5249
Ref: 79376234

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: 79376234

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

Windfall Gains Tax



JOHN DI SANTO

Your Reference: LD:73752793-013-7.MOLINARO

Certificate No: 79376234

Issue Date: 08 AUG 2024

Land Address: 4 OAKHILL AVENUE RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
84	9184	5210	868

Vendor: ADELE MOLINARO (EXECUTOR OF ANTONIO MERCURI)

Purchaser: PROPOSED SALE PROPOSED SALE

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 79376234

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 79376232

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: 79376232

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate

Commercial and Industrial Property Tax



JOHN DI SANTO

Your Reference:	LD:73752793-013-7.MOLINARO
Certificate No:	79376234
Issue Date:	08 AUG 2024
Enquires:	JXD11

Land Address:	4 OAKHILL AVENUE RESERVOIR VIC 3073				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
6856972	84	9184	5210	868	\$0.00
AVPCC	Date of entry into reform	Entry Interest	Date land becomes CIPT taxable land	Comment	
110.3	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:	\$1,120,000
SITE VALUE:	\$910,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79376234

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

JOHN DI SANTO
694 SYDNEY ROAD
BRUNSWICK 3056

Client Reference: MOLINARO

NO PROPOSALS. As at the 2th August 2024, 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®.

4 OAKHILL AVENUE, RESERVOIR 3073
CITY OF DAREBIN

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: 2th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73752793 - 73752793170044 'MOLINARO'

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:

No **Yes**

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details – Notice under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of the GST Withholding Payment: %

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

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

DATED

2024

VENDOR

ADELE MOLINARO

(as Executor of the Estate of Antonio Mercuri, deceased)

PURCHASER/S

CONTRACT OF SALE OF REAL ESTATE

INCLUDING THE SECTION 32 OF THE SALE OF LAND ACT 1962 ("The Act")

PROPERTY

**4 OAKHILL AVENUE,
RESERVOIR VIC. 3073**

JOHN DI SANTO, LL.B.,
BARRISTER & SOLICITOR
NOTARY PUBLIC
694 SYDNEY ROAD,
BRUNSWICK, VIC. 3056.

TEL: 9383-1766

FAX: 9386-4439

REF: JDS:AC 24/35

"MERCURI.SALE.VS1"