

Contract of sale of land

Property: 13 Jenolan Way, South Morang VIC 3752



SF Conveyancing

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2025

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDORS:
..... on/...../2025

Print names(s) of person(s) signing: Enzo Calgaro and Odinea Calgaro

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: Luciano Rossignoli by being signed by Odinea Calgaro and Daris Rossignoli

State nature of authority, if applicable: Pursuant to Enduring Power of Attorney dated 09/11/2019

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: Silvana Rossignoli by being signed by Odinea Calgaro and Daris Rossignoli

State nature of authority, if applicable: Pursuant to Enduring Power of Attorney dated 09/11/2019

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts - Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 1166 Mob: 0438164232 Fax: 03 9464 3177 Ref: Daniel Taylor

Vendor

Name: Enzo Calgaro, Odinea Calgaro, Luciano Rossignoli and Silvana Rossignoli
Address: c/- SF Conveyancing – 20 Winyard Drive Mooroolbark Vic 3138

Vendor's legal practitioner or conveyancer

Name: SF Conveyancing
Address: 20 Winyard Drive, Mooroolbark VIC 3138
PO Box 52, Chirnside Park VIC 3116
Email: admin@sfconveyancing.com.au
Tel: 0402 606 298 Mob: Fax: Ref: 3095_24

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	11083	Folio 871	1781
			PS 607411V

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 13 Jenolan Way, South Morang VIC 3752

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

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

Payment

Price \$
Deposit \$ by (of which has been paid)
Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

~~GST~~ (general condition 19)

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

☐ ~~GST (if any) must be paid in addition to the price if the box is checked~~

☐ ~~This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked~~

☐ ~~This sale is a sale of a 'going concern' if the box is checked~~

☐ ~~The margin scheme will be used to calculate GST if the box is checked~~

Settlement (general conditions 17 & 26.2)

is due on

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

~~• the above date; and~~

~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

~~Lease~~ (general condition 5.1)

☐ ~~At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:~~

~~(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)~~

☐ ~~a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years~~

~~OR~~

☐ ~~a residential tenancy for a fixed term ending on / /20.....~~

~~OR~~

☐ ~~a periodic tenancy determinable by notice~~

~~Terms contract~~ (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report – refer Additional Special Condition 12

☐ ~~General condition 21 applies only if the box is checked~~

Pest report – refer Additional Special Condition 13

☐ ~~General condition 22 applies only if the box is checked~~

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Additional Special Conditions

1. General Conditions

The following General Conditions are amended:

- 1.1 General Condition 12 is deleted (Builders Warranty)
- 1.2 General Condition 21 is deleted (Building Report)
- 1.3 General Condition 22 is deleted (Pest Report)
- 1.4 General Condition 30 is deleted (Terms contract)
- 1.5 General Conditions 31.4, 31.5 and 31.6 are deleted (Loss or damage before settlement)
- 1.6 General Condition 33 is amended to read "5%" in lieu of "2%" (Interest)

2. Whole Agreement

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

3. Representation and Warranty as to Building

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

4. Planning

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

5. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause all Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

6. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

7. Conditions

It is hereby agreed between the parties that there are no conditions, warranties or other terms affecting this sale other than those contained herein and the purchaser shall not be entitled to rely on any representations made by the vendor or their Agent except such as are made conditions of this contract.

8. Finance Extension Requests

Should any request for an extension to the due date for finance/loan approval be granted by the vendor, the extension is granted strictly on the basis that General Condition 20.2 (c) of the Contract be amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor; and."

9. Swimming Pool/Spa

The Vendor makes no warranties or representations that any pool or spa on the property has been registered with the relevant Council or that the pool or spa has a compliant safety barrier. The Purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier and lodging a barrier compliance certificate with the Council. The Purchaser shall not make any objection or requisition, claim any compensation (now or at any time in the future) or delay settlement as a result of the issue or non-issue or the lodgement or non-lodgement of any barrier compliance certificate.

10. Solar Panels

Should the property include solar panels, the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

11. Settlement Re-Scheduling Fee

The Purchaser agrees to pay the Vendor's Legal Representative's costs of \$220.00 (GST inclusive) to re-schedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Legal Representative at settlement.

12. Subject to Building Inspection – only applicable if this box is checked: ☐

This contract is subject to and conditional upon the Purchaser, at the expense of the Purchaser in all things, within seven (7) days of the Vendor having signed this Contract, obtaining a written report from:

- a. a registered building surveyor,
- b. a registered building inspector,
- c. a registered domestic builder, or
- d. an architect

which is prepared in compliance with Australian Standard AS 4349.1-2007.

If the said written report meets the above criteria, the Purchaser may terminate this Contract but only if:

- e. the written report identifies a current defect in the structure on the land; and
- f. the author states it is a major structural defect; and
- g. the Purchaser serves written Notice upon the Vendor or the Vendor's Legal Representative together with a copy of the relevant report within ten (10) days of the Vendor having signed this Contract; and
- h. the Purchaser is not in default; and
- i. the Vendor is not willing to remedy the defect, at their own expense.

The Purchaser must use best endeavours to obtain such report as aforesaid and the Vendor shall allow access to all parts of the Property at all reasonable times, but upon reasonable notice, so the Purchaser may obtain such report within the timeframe stated above.

All monies must be immediately refunded to the Purchaser if this Contract is terminated as above.

13. Subject to Pest Inspection – only applicable if this box is checked: ☐

This contract is subject to and conditional upon the Purchaser, at the expense of the Purchaser in all things, within seven (7) days of the Vendor having signed this Contract, obtaining a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia.

If the said report reveals a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land, the Purchaser may terminate this Contract but only if:

- a. the Purchaser serves written Notice upon the Vendor or the Vendor's Legal Representative together with a copy of the relevant report within ten (10) days of the Vendor having signed this Contract; and
- b. the Purchaser is not in default; and
- c. the Vendor is not willing to treat the infestation, at their own expense.

The Purchaser must use best endeavours to obtain such report as aforesaid and the Vendor shall allow access to all parts of the Property at all reasonable times, but upon reasonable notice, so the Purchaser may obtain such report within the timeframe stated above.

All monies must be immediately refunded to the Purchaser if this Contract is terminated as above.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED by the said)
.....)
Print Name:)
.....)
Director (Sign)

in the presence of:)
.....)
Witness:)

SIGNED by the said)
.....)
Print Name:)
.....)
Director (Sign)

in the presence of:)
.....)
Witness:)



SF Conveyancing

Section 32 Statement

Vendor: Enzo Calgaro, Odinea Calgaro,
Luciano Rossignoli and Silvana Rossignoli

Property: 13 Jenolan Way, South Morang VIC 3752

Vendor's Representative

SF Conveyancing

20 Winyard Drive, Mooroolbark Vic 3138

PO Box 52, Chirnside Park Vic 3116

Ph: 0402 606 298

Email: admin@sfconveyancing.com.au

Our Reference: 3095_24



Vendors Statement to the Purchaser of Real Estate Pursuant to Section 32 of the Sale of Land Act ("the Act")

Vendor: Enzo Calgaro, Odinea Calgaro, Luciano Rossignoli and Silvana Rossignoli

Property: 13 Jenolan Way, South Morang VIC 3752

1. Financial matters in respect of the land

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the Vendors knowledge

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

32A. Commercial and Industrial Property Tax

(a) The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

☐ Yes ☐ No ☒ Not Applicable

(b) The AVPCC number is; not applicable

(c) The Entry Date of the land was; not applicable

2. Insurance details in respect of the land

(a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.

3. Matters relating to land use

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) This land may be within a bushfire prone area within the meaning of the regulations made under the **Building Act 1993** – refer Planning Property Report attached

(c) There is access to the property by road.

(d) In the case of land to which a planning scheme applies:-

Planning Scheme: refer attached property report

Responsible Authority: refer attached property report

Zoning: refer attached property report

Planning Overlay/s: refer attached property report

4. Notices made in respect of land

- (a) Other than those disclosed in the attachments (if any), the Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.
- (b) Other than those disclosed in the attachments (if any), the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Other than those disclosed in the attachments (if any), the Vendor is not aware of any Notice of intention to acquire served under Section 6 of the ***Land Acquisition and Compensation Act, 1986***.

5. Building permits

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

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

6. Information relating to any owners corporation

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

7. Growth areas infrastructure contribution

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

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

8. Disclosure of non-connected services

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

9. Evidence of title

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

The day of this Statement is

Signed by the Vendor

Print Name: Enzo Calgaro and Odinea Calgaro

Signed by the Vendor

Print Name: Luciano Rossignoli by being signed by their attorney's Odinea Calgaro and Daris Rossignoli pursuant to Enduring Power of Attorney dated 09/11/2019

Signed by the Vendor

Print Name: Silvana Rossignoli by being signed by their attorney's Odinea Calgaro and Daris Rossignoli pursuant to Enduring Power of Attorney dated 09/11/2019

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

The day of this Acknowledgement is the day of 20

Signed by the Purchaser/s

Print Name:

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

If the property sold contains a dwelling house it is the Purchaser's responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to Clause E1.7 of the Building Code of Australia and Regulation 4.14 of the Building Regulations 1994 within 30 days of settlement of this Contract.

In the event that a swimming pool/spa/pond is on the land herein described the Purchaser may be required to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13, requiring provision of barriers to restrict access to the pool/spa/pond, within 30 days of completion of the Contract. The Purchaser will not call upon the Vendor to comply with any of the above requirements and acknowledges they are responsible for any costs associated therein

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

Property: 13 Jenolan Way, South Morang VIC 3752

Vendor: Enzo Calgaro, Odinea Calgaro,
Luciano Rossignoli and Silvana Rossignoli

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$_____~~

~~The purchaser/recipient will be required to pay the withholding amount on the day of settlement.~~

~~Vendor/supplier ABN: _____~~

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

VOLUME 11083 FOLIO 871

Security no : 124121270443E
Produced 16/01/2025 03:19 PM

LAND DESCRIPTION

Lot 1781 on Plan of Subdivision 607411V.
PARENT TITLES :
Volume 10943 Folio 538 Volume 11075 Folio 654
Created by instrument PS607411V 06/08/2008

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
 ENZO CALGARO of 13 JENOLAN WAY SOUTH MORANG VIC 3752
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
 ODINEA CALGARO of 13 JENOLAN WAY SOUTH MORANG VIC 3752
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
 LUCIANO ROSSIGNOLI of 13 JENOLAN WAY SOUTH MORANG VIC 3752
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
 SILVANA ROSSIGNOLI of 13 JENOLAN WAY SOUTH MORANG VIC 3752
 AL709491J 24/02/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL709492G 24/02/2015
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS607411V 06/08/2008

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF835029D 10/05/2008

DIAGRAM LOCATION

SEE PS607411V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 13 JENOLAN WAY SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

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AF835029D



FORM 18

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT

Section 181

Planning and Environment Act 1987 ("Act")

Lodged at the Land Titles Office by:

Name: **MAULESONS**

Phone:

Address:

Ref:

Customer Code: **11773**

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

Land: Lots 1759 to 1768 (inclusive), 1776 to 1782 (inclusive) and ~~1786 to 17109 (inclusive)~~ on plan of subdivision no PS607411V and being parts of the land contained in certificates of title ~~volume 11017 folio 960, volume 11061 folio 343 and volume 10969 folio 232~~

now = 11083-855/64 (pi) 11083-866/72 (pi) 11083-876/99 (pi)

Authority: Whittlesea City Council of Ferres Boulevard South Morang 3752.

LJE 7/8/09

Section and Act under which agreement made:

Section 173 of the Act

A copy of the Agreement is attached to this Application

Signature for the Authority:

David Turner

Name of Officer:

DAVID TURNER

Office held:

CEO

Date:

4 March 2008

**Agreement
Section 173 of the Planning
& Environment Act 1987**

**SILVERTON LIMITED
("Owner")**

**WHITTLESEA CITY COUNCIL
("Responsible Authority")**



STAGE 17B

Building Envelopes apply to lots 1759 to 1768, (both inclusive) 1776 to 1782 (both inclusive) 1784 and 1786 to 17109 (both inclusive).

Mallesons Stephen Jaques

Level 50
600 Bourke Street
Melbourne Vic 3000
9643 4000
9643 5999
DX 101 Melbourne

Agreement

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Date:

4 March 2008

Parties:

SILVERTON LIMITED (ACN 004 366 607) of Level 6, Deutsche Bank Place, 126 Phillip Street Sydney NSW 2000 ("**Owner**")
WHITTLESEA CITY COUNCIL of Ferres Boulevard, South Morang 3752 ("**Responsible Authority**")

Recitals:

- A. The Owner is registered as proprietor of the Development Land.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for the development of the Development Land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Conditions 2 of the Permit requires the Owner to enter into this Agreement in respect of the building envelopes, the tree protection envelopes and the fencing requirements included in the Permit.
- E. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- F. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

Operative provisions:

1 Definitions

General

- 1.1 The following words have these meanings in this Agreement unless the contrary intention appears:

Act means the **Planning and Environment Act 1987** and includes any relevant regulations.

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

Building has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings.

Building Envelope means a building envelope as shown on the Building Envelope Plan.

Building Envelope Plan means the building envelope plan(s) and any notations which are endorsed into and form part of the Permit.

Development Land means part of the land situated at 120 Gordons Road, South Morang, being part lot D on plan of subdivision no. PS600474H and being part of the land referred to in certificate of title volume 11017 folio 960 and contained in the Plan of Subdivision and any reference to the Development Land in this Agreement includes any lot created by the subdivision of the Development Land or any part of it.

lot or lots means lots 1759 to 1768 (inclusive), 1776 to 1782 (inclusive), 1784 and 1786 to 17109 (inclusive) on the Plan of Subdivision, as the case may be.

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

Owner means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the lots or part of the lots and includes a mortgagee in possession.

Permit means planning permit no. 709396A issued under the Scheme.

Plan of Subdivision means plan of subdivision no. PS607411V.

Regulations means the Building Regulations 2006.

Scheme means the Whittlesea Planning Scheme.

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

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Clause 2

1.2 In clause 2, the following words and terms have these meanings:

building;

lot,

have the same meanings described in the Building Act 1993;

approved building envelope;

clear to the sky;

height;

north, (true north),

private open space;

recreational private open space;

raised open space;

secluded private open space;

setback;

single dwelling;

site coverage;

window;

have the same meanings described in Part 4 of *Building Regulations 2006*;

dwelling; (Clause 74)

frontage; (Clause 72)

habitable room; (Clause 72)

storey, (Clause 72)

have the same meanings described in the *Whittlesea Planning Scheme*, 31 October 2002 (under the clause noted);

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ABE means an Approved Building Envelope;

BEP means the Building Envelope Plan;

front street or main street frontage means the street frontage that allows the most direct access to the front door;

ground level (after engineering works associated with a plan of subdivision are completed) is to be regarded as natural ground level.

side boundary means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;

standard lot means a single lot that accommodates a freestanding house detached from adjoining houses and of an individual style. A standard lot can also include provision for single storey non-common

boundary walls and which do not have to be in contact with an adjoining structure.

street (for the purposes of determining street setbacks) means any road other than a lane, footway, alley or right of way;

Other

Any other defined word or term has the same meaning described:

- (a) in clause 1.2 of this Agreement; or
- (b) in the text and annotations on the BEP; or
- (c) in the Regulations,

as the case may be;

Conflict

- 1.3 In the case of conflict between defined words and terms in clause 2 and the BEP, (including the notations and the supporting plans, diagrams and drawings) clause 2 shall apply.

2 Building Envelope Plan

Approved Building Envelope

- 2.1 A building envelope shown on the BEP is an ABE. All buildings to be constructed on a lot:
 - (a) must be sited within an ABE in accordance with the associated setback profiles and notations; and
 - (b) Regulation 406(1) applies; and
 - (c) the consent and report of the relevant council is not required to the extent that a matter included in this clause 2 does not comply with Part 4 of the Regulations;

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subject to the application of Regulation 406(2), in which case, Regulations 414, 415, 416, 417, 418, 419, 425, 426, 428, 429 and 430 continue to apply in respect of their application to lots or land not included under this Agreement.

Building details

- 2.2 The ABE's specify the following building details in clauses 2.3 to 2.14 of this Agreement.

Minimum street setback

2.3

- (a) Buildings on the lot must be set back from the main street frontage by the minimum distance noted on the BEP.
- (b) On lots with more than one street frontage, buildings must be setback the minimum distance noted on the BEP.

- (c) Buildings on a lot with a splayed or curved corner between two street frontages must be set back by the minimum distance noted on the BEP.
- (d) Front entrances are to be easily accessible from the main street frontage.

Encroachments

- (e) The following may encroach into the specified setback distances by not more than 500 millimetres:
 - (i) porches and verandahs;
 - (ii) sunblinds;
 - (iii) landings with an area of not more than 2 square metres and less than 1 metre high;
 - (iv) unroofed stairways and ramps;
 - (v) pergolas;
 - (vi) shade sails; and
 - (vii) eaves, fascia, gutters not more than 600 millimetres in total width.

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Building height

- 2.4 The height of a building must not exceed the maximum building height shown in setback profiles specified on the BEP. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile.. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

Site coverage

- 2.5 Buildings must not occupy more than 60 per cent of a lot, regardless of the extent of building outlined by the ABE through setback profiles and the BEP. In calculating site coverage, eaves, fascia and gutters not exceeding 600 millimetres in total width, and unroofed swimming pools, terraces, patios, decks and pergolas may be disregarded.

Car Parking

- 2.6 Provision must be made for 2 car parking spaces within a lot. Of the 2 car parking spaces:
 - (a) one space must be at least 6 metres long and 3.5 metres wide; and
 - (b) the second space must be at least 4.9 metres long and 2.6 metres wide; or

- (c) in the case of 2 adjoining car parking spaces in a garage, car port or an area otherwise restrained by walls, ("double space") the double space may be 5.5 metres wide; and
- (d) any building within the area of the car parking spaces must be at least 2.1 metres above the car parking spaces.

Side and rear setbacks

2.7

Side setbacks

- (a) A building on the lot must be set back from a side boundary not less than the distances specified in setback profiles described in this clause 2 and shown on the BEP by a setback identifier code, or the distance specified in a side setback dimension written on the BEP.

Rear setbacks

- (b) Rear setbacks apply to any wall of a building where a setback is not indicated by a setback profile code or a setback dimension written on the BEP and the wall is not facing the side boundary of the lot. A rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary not less than 3 metres. A rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary by not less than 5.5 metres. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side ABE profile, or a height limit for a rear setback as dimensioned on the BEP.

Encroachments

- (c) The following may encroach into the specified side and rear setback distances by not more than 500 millimetres:
 - (i) porches and verandahs;
 - (ii) masonry chimneys;
 - (iii) sunblinds;
 - (iv) screens, but only to the extent needed to protect a neighbouring property from a direct view;
 - (v) flues and pipes;
 - (vi) water tanks; and
 - (vii) heating and cooling equipment and other services.
- (d) The following may encroach into the specified setback distances:

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- (i) landings with an area of not more than 2 square metres and less than 1 metre high;
- (ii) unroofed stairways and ramps;
- (iii) pergolas;
- (iv) shade sails;
- (v) eaves, fascia, gutters not more than 600 millimetres in total width; and
- (vi) carports, walls and buildings within the Building to Boundary Zone.

Side and rear setbacks from boundaries which are shared with land not affected by this clause 2 are not dealt with by the ABE except where annotated on the BEP.

Walls on boundaries

- 2.8 Walls, associated parts of a building and carports within 1 metre of a boundary are restricted to areas within a Building to Boundary zone ("BBZ"). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by ABE.

Within the BBZ, the following apply:

- (a) Walls and carports within 1 metre of a boundary are restricted to a total length of 15 metres
- (b) Maximum height of a wall or side of a carport in the BBZ is restricted to 3.2 metres, or 3.6 metres if the total length of wall in the BBZ is 7 metres or less in length.
- (c) Building height within the BBZ must not exceed 3.6 metres
- (d) Walls less than 1m from the boundary must be within 150 millimetres of the boundary.
- (e) Carports may be built within 1 metre of a boundary if the side of the carport facing the boundary is open.

Side and rear setbacks from boundaries which are shared with land not affected by this clause 2 are not dealt with by the ABE.

Daylight to existing habitable room windows

- 2.9 A building must be set back from a habitable room window in an existing building on an adjoining lot to provide for a light court to the existing window that has a minimum area of 3 square metres and a minimum dimension of 1m clear to the sky. The area of the light court may include land on the adjoining lot.

A wall or carport with an average height of more than 3 metres

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opposite a habitable room window in an existing dwelling on an adjoining lot must be setback from that window at least half the height of the wall or carport if the wall or carport is within a 55 degree angle in the horizontal plane about a vertical axis through the centre of the window. The angle may be swung to not less than 35 degrees from the plane of the wall containing the window. This is illustrated in the two diagrams included in the BEP.

If the existing habitable room window is above ground level, the wall or carport height is measured from the floor level of the room containing the window.

Daylight to habitable room windows in buildings on land not affected by this clause 2 is not dealt with by the ABE.

Solar access to north-facing habitable room windows

- 2.10 Any north facing habitable room windows shall be located within the ABE as described by setback profiles and the BEP for each lot.

Solar access to north-facing habitable room windows on land not affected by this clause 2 is not dealt with by the ABE.

Overshadowing of recreational private open space

- 2.11 Building on the lot must not prevent one part of the lot and one part of any adjoining lot affected by this clause 2 being used as non-overshadowed recreational private open space.

Non-overshadowed recreational private open space is a part of the lot that:

- (a) is to the rear of the minimum front setback specified by the ABE; and
- (b) has a minimum area of 40 square metres and a minimum dimension of 3 metres, and
- (c) receives sunlight for a minimum of 5 hours between 9 am. and 3 pm. on 22 September.

Overshadowing by buildings and fences of land not affected by this clause 2 is not dealt with by the ABE.

Overlooking

- 2.12

From habitable room windows

If a habitable room window is in a part of the building within an overlooking zone indicated in a setback profile, any part of the window that is more than 1.7 metres above natural ground level must not allow a direct view to an adjoining lot. This does not apply to windows in a rear wall which comply with the specified rear setbacks.

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From raised open spaces

A raised open space within an overlooking zone indicated in a setback profile and with a floor level of more than 0.8 metres above natural ground level must not allow a direct view to an adjoining lot.

In this clause 2.12, a direct view means:

- (a) from a habitable room window, any line of sight measured from a height of 1.7 metres above the floor level of the habitable room and contained within the space enclosed by:
 - (i) a vertical plane measured at an angle of 45 degrees from each side of the window; and
 - (ii) a horizontal plane 1.7 metres above the floor level of the habitable room; and
 - (iii) the ground level below; and
 - (iv) a horizontal distance of 9 metres from the window;
- (b) from a raised open space, any line of sight measured from a height of 0.8 metres above the floor level and along the perimeter of the raised open space to any point within a horizontal distance of 9 metres from the raised open space and extending 45 degrees beyond any point where the perimeter of the raised open space meets a wall of the building.

Overlooking of land not affected by this clause 2 is not dealt with by the ABE.

Daylight to new habitable room windows

- 2.13 Walls containing habitable room windows must be set back from the boundaries of the lot to allow a horizontal distance of at least 1 metre clear to the sky from the boundary.

Habitable room windows must face an outdoor space or light court with a minimum area of 3 square metres and minimum dimension 1 metre clear to the sky, not including land on an adjoining allotment, or a verandah on the lot if it is open for at least one-third of its perimeter, or a carport on the lot if it has two or more of its sides open or is open for at least one-third of its perimeter.

A side of a carport or verandah is considered to be open if its roof covering adjacent to that side is not less than 500 millimetres from another building on the lot or the boundary of an adjoining lot.

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3 Planning and Environment Act 1987

Section 173

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

Section 181

- 3.2 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the lots provided that this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot or any new lots if the lots are subdivided.

Partial release

- 3.3 The Owner further covenants and agrees that:
- (a) the Owner will do all things necessary to give effect to this Agreement;
 - (b) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the lots in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

Ending of Agreement

- 3.4 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 3.5 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request the Responsible Authority to end this Agreement in relation to that lot.
- 3.6 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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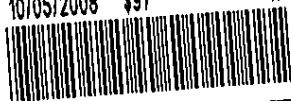
4 Notices

- 4.1 A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:

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173



- (a) left at the address of the addressee; or
- (b) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
- (c) by facsimile to the facsimile number nominated for that purpose by the party.

4.2 Unless a later time is specified in the communication, a communication takes effect from the time it is received.

4.3 A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

5 Costs

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

6 General

Further Assurance

6.1 Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

Severability

6.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

Governing Law

6.3 This Agreement is governed by the law of Victoria.

6.4 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Owners warranties

6.5 Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any

interest, either legal or equitable, in the Development Land which may be affected by this Agreement.

Successors in title

- 6.6 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Development Land, successors in title shall be required to:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.

No Waiver

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

No fettering of the Responsible Authorities Powers

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

Commencement of agreement

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

EXECUTED as a deed

AF835029D

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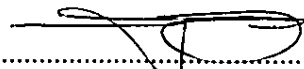
Execution page

THE COMMON SEAL of)
SILVERTON LIMITED is duly)
affixed by authority of its directors in)
the presence of:)




.....
Signature of Director

Robert Lynch
.....
Name of Director
Unit 2, 21 Selet Circuit
Baulkham Hills NSW 2153
.....
Address of Director


.....
Signature of Company Secretary
Mark Driscoll
.....
Name of Company Secretary
Unit 2, 21 Selet Circuit
Baulkham Hills NSW 2153
.....
Address of Company Secretary

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


.....
Chief Executive Officer

AF835029D



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS607411V
Number of Pages (excluding this cover sheet)	8
Document Assembled	16/01/2025 15:39

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. <div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto; transform: rotate(45deg);"></div>	LR use only EDITION 1	PLAN NUMBER PS 6074IIV
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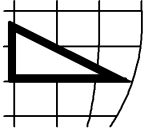
<p>Location of Land Parish: Morang Township: — Section: — Crown Allotment: 2008 (Part) Crown Portion: II (Part)</p> <p>Title References: Vol I0943 Fol 538 and Vol 11075 Fol 654 Last Plan Reference: PS 544499A Lot 2 and PS 607407L Lot E Postal Address: Gordons Road, South Morang 3752</p> <p>AMG Co-ordinates: E 331,420m (Of approx. centre of plan) N 5,832,760m Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: Whittlesea City Council Ref:</p> <ol style="list-style-type: none"> This plan is certified under section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 - This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>Open Space</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council seal Date</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date</p>
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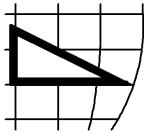
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS RI	WHITTLESEA CITY COUNCIL

Notations	
<p>Number of lots in stage: 46 Area of stage: 2.646ha</p> <p>Lot identifiers A, B, C, D, E, I to 1758, 1770 to 1775 and 1800 to 17099 (both inclusive) have been omitted from this plan.</p> <p>Lot F consists of 3 parts.</p> <p>Other purpose of plan: Creation of Restriction (see sheet 2).</p> <p>THIS IS A SPEAR PLAN</p>	<p>Depth Limitation: 15 metres applies to CA 2008 only.</p> <p>Staging: This is/is not a staged subdivision.</p> <p>Planning Permit No.</p> <p>Survey:- This plan is/is not based on survey.</p> <p>To be completed where applicable.</p> <p>This survey has been connected to permanent mark(s) no(s).</p> <p>In Proclaimed Survey Area no.</p>

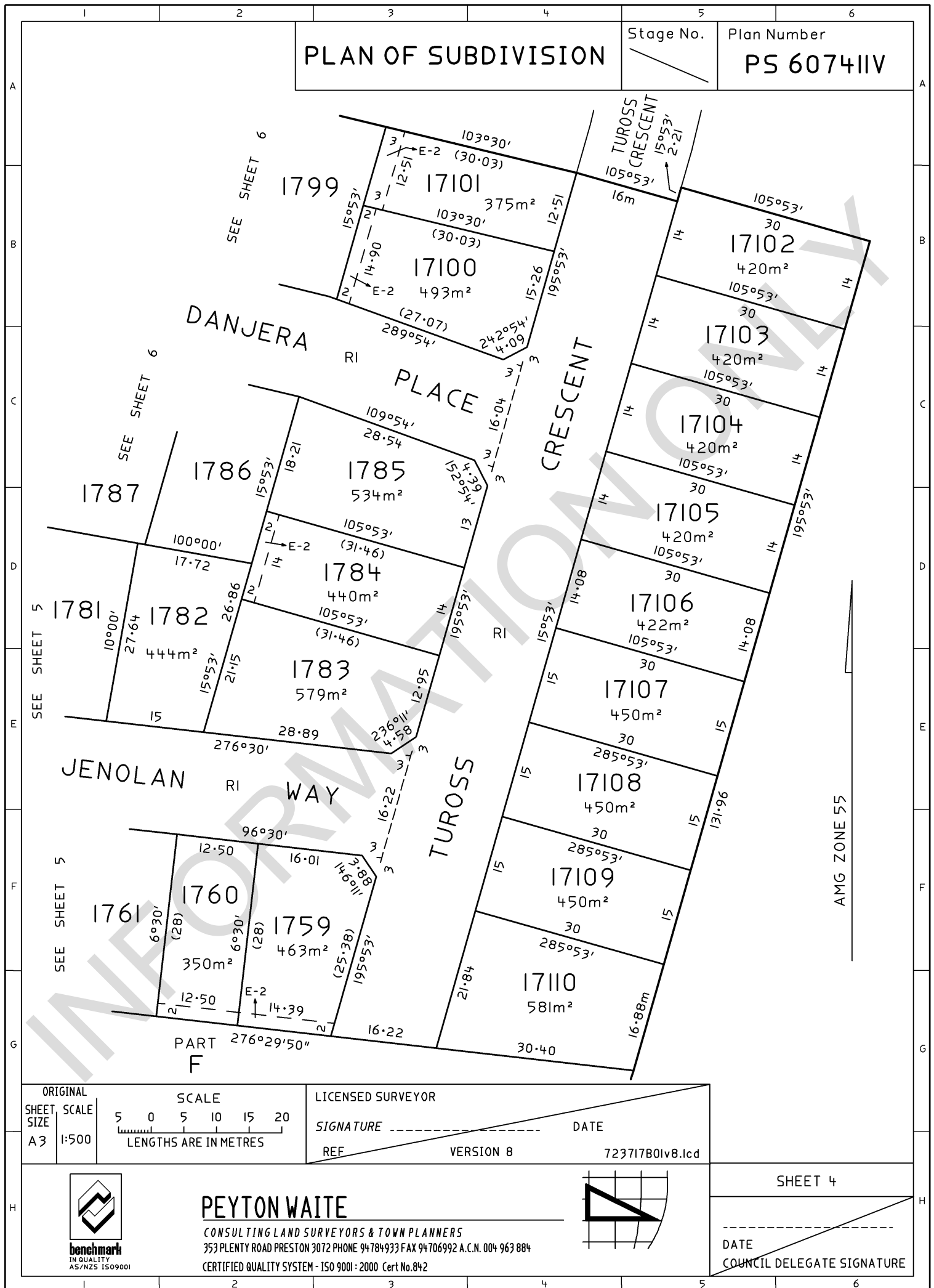
Easement Information					LR use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 31/7/08
Legend: E - Encumbering Easement or Condition in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					LR use only PLAN REGISTERED TIME 3:11 DATE 6/8/08 Randall McDonald Assistant Registrar of Titles
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	SEWERAGE	SEE DIAG.	PS 544524E	LAND IN PS 544524E AND YARRA VALLEY WATER LIMITED	
E-2	SEWERAGE SEWERAGE DRAINAGE	SEE DIAG.	PS 544527X PS 607405Q THIS PLAN THIS PLAN	LAND IN PS 544527X LAND IN PS 607405Q LAND IN THIS PLAN AND YARRA VALLEY WATER LIMITED LAND IN THIS PLAN AND WHITTLESEA CITY COUNCIL	
	SEE		SHEET 2	FOR CONTINUATION	

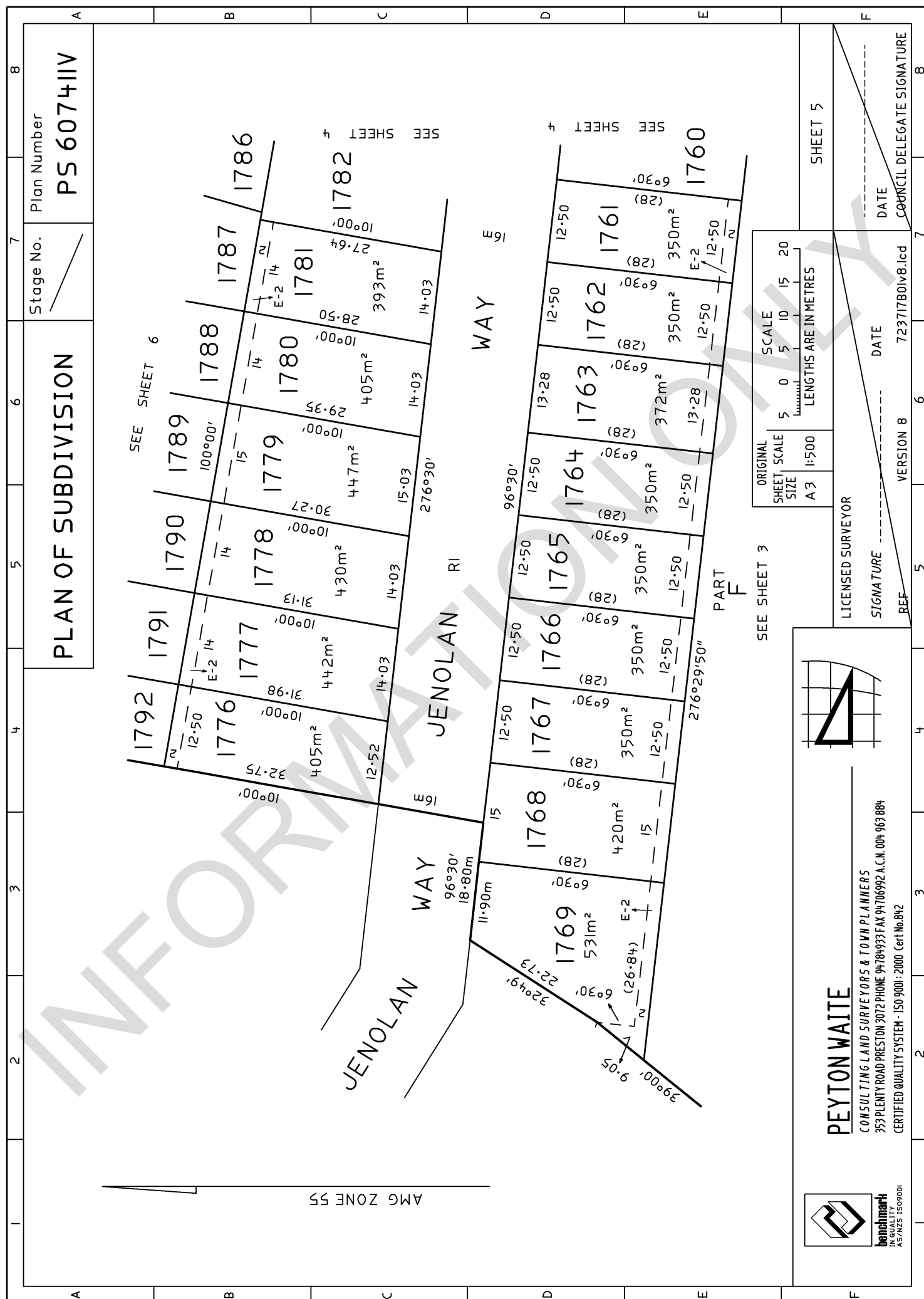
LICENSED SURVEYOR MALCOLM JOHN PERRIAM REF 7237/17B/01 VERSION 8 DATE _____ SIGNATURE _____ DIGITALLY SIGNED _____		Sheet 1 of 7 Sheets
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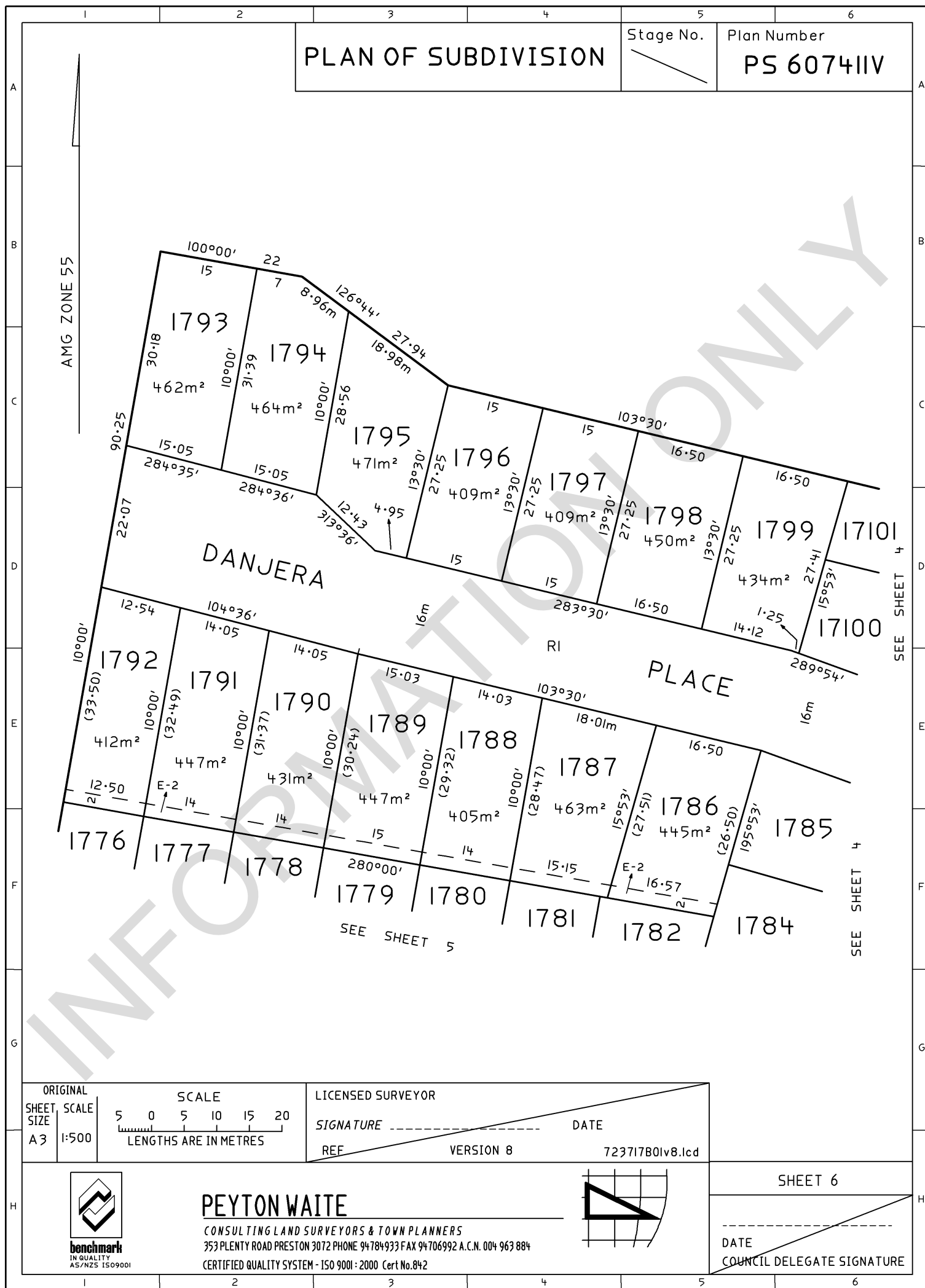
 PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001: 2000 Cert No.842	 723717B01v8.1cd	DATE _____ COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3
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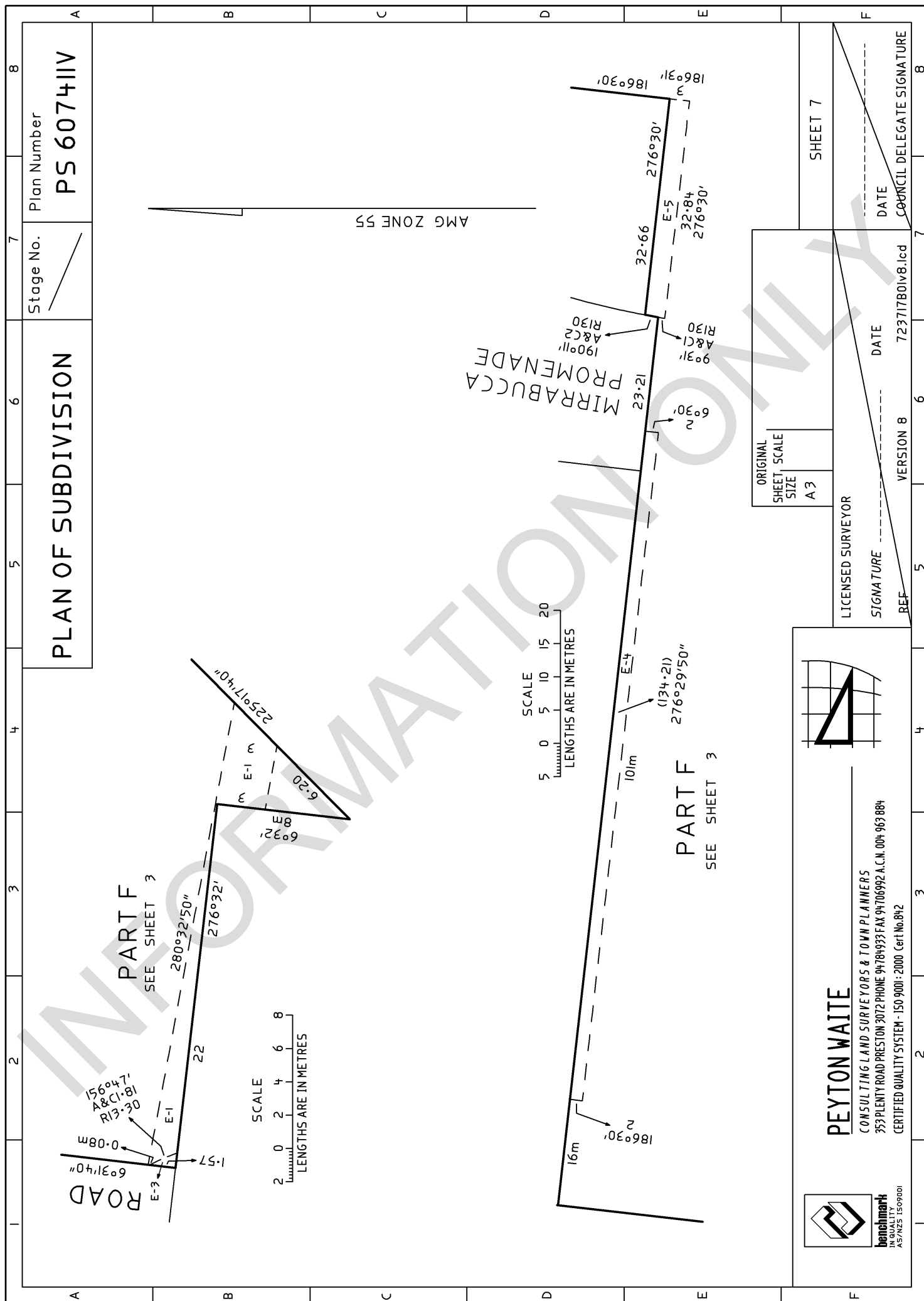
1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No.	Plan Number PS 6074IIV
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-3	SEWERAGE	SEE DIAG.	PS 544524E	YARRA VALLEY WATER LIMITED AND PS 544524E	
	DRAINAGE		PS 544524E	MELBOURNE WATER CORPORATION AND PS 544524E	
E-4	DRAINAGE	SEE DIAG.	PS 607407L	LAND IN PS 607407L	
E-5	SEWERAGE	SEE DIAG.	PS 607407L	LAND IN PS 607407L AND YARRA VALLEY WATER LIMITED	
	DRAINAGE		PS 607407L	LAND IN PS 607407L	
E-6	SEWERAGE	SEE DIAG.	PS 544499A	LOT 1 ON PS 544499A	
<p style="font-weight: bold; text-decoration: underline;">CREATION OF RESTRICTIONS</p> <p>The following restrictions are to be created upon registration of this plan.</p> <p>1. Land to benefit: All the lots on this plan. Land to be burdened: All the lots on this plan except lot F. Description of Restriction: Not more than one dwelling or part of a dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.</p> <p>2. Land to benefit: All the lots on this plan. Land to be burdened: All the lots on this plan except lot F. Description of Restriction: The registered proprietor or proprietors of the lots on this plan of subdivision burdened by this restriction agree, covenant and shall ensure that no dwelling or other structure may be commenced to be constructed, constructed or be permitted to remain on a lot or part of a lot on this plan that is burdened by this restriction other than a dwelling or other structure constructed in accordance with: (a) the building envelope plans, specifications and restrictions approved by the Whittlesea City Council; and (b) plans, drawings, designs and specifications which have been approved in writing by Silverton Limited ACN 004 366 607 in accordance with "Mill Park Lakes Estate Stage 17 Building Guidelines" as amended from time to time.</p> <p>This Restriction 2 shall cease to have effect 10 years after the date of registration of this plan.</p>					
ORIGINAL SHEET SIZE A3		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION 8 723717B0lv8.lcd			
 benchmark <small>IN QUALITY AS/NZS 15090:01</small>		PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842			
				SHEET 2	
				DATE _____ COUNCIL DELEGATE SIGNATURE _____	











Plan of Subdivision PS607411V

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S000811P

Plan Number: PS607411V

Council Name: Whittlesea City Council

Council Reference Number 1: 606431

Surveyor's Plan Version: 8

Certification

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

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Bruce Manison

Organisation:

Whittlesea City Council

Date:

28/04/2008

From www.planning.vic.gov.au at 22 January 2025 01:56 PM

PROPERTY DETAILS

Address: **13 JENOLAN WAY SOUTH MORANG 3752**
Lot and Plan Number: **Lot 1781 PS607411**
Standard Parcel Identifier (SPI): **1781\PS607411**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **667501**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 183 F7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

Planning Overlay [DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 \(DPO6\)](#)
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)
[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)

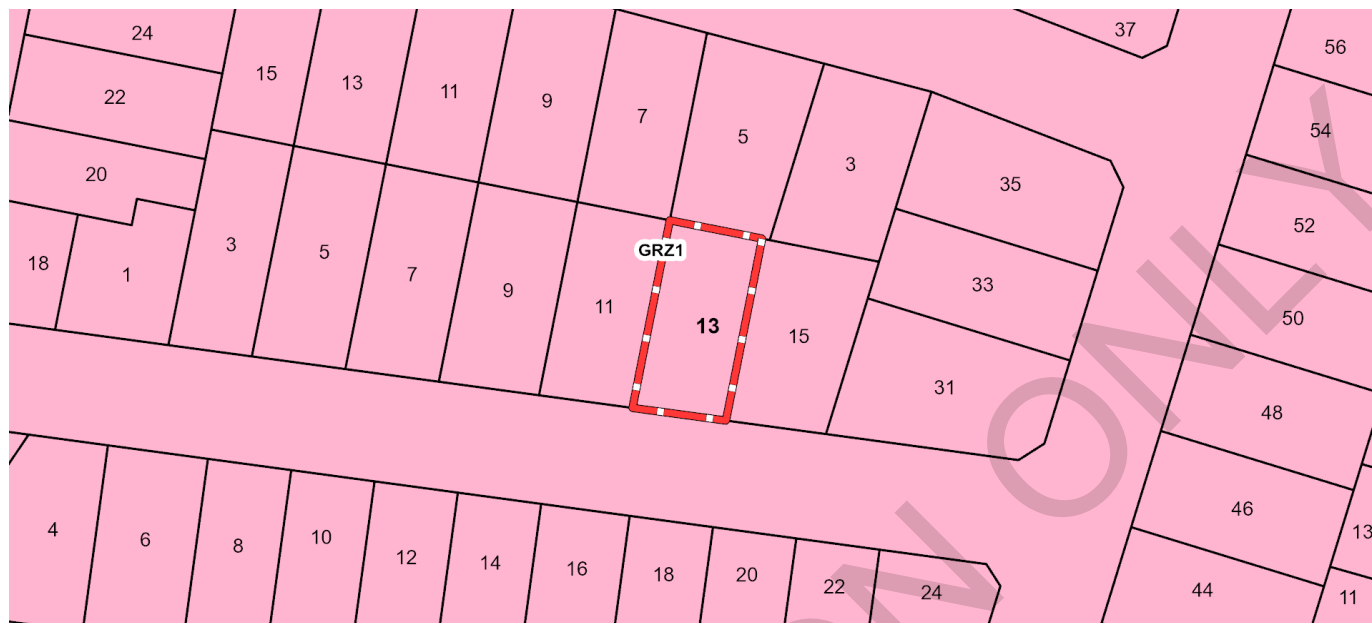
Areas of Aboriginal Cultural Heritage Sensitivity

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

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)

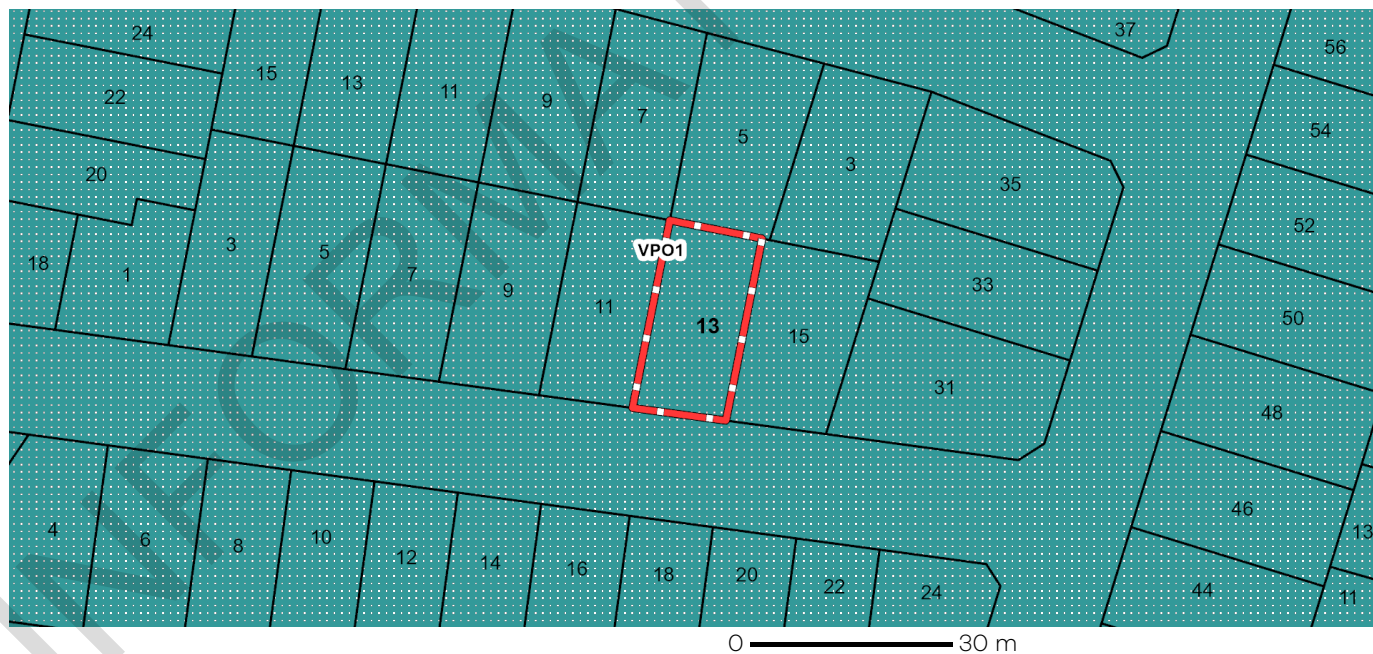


DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

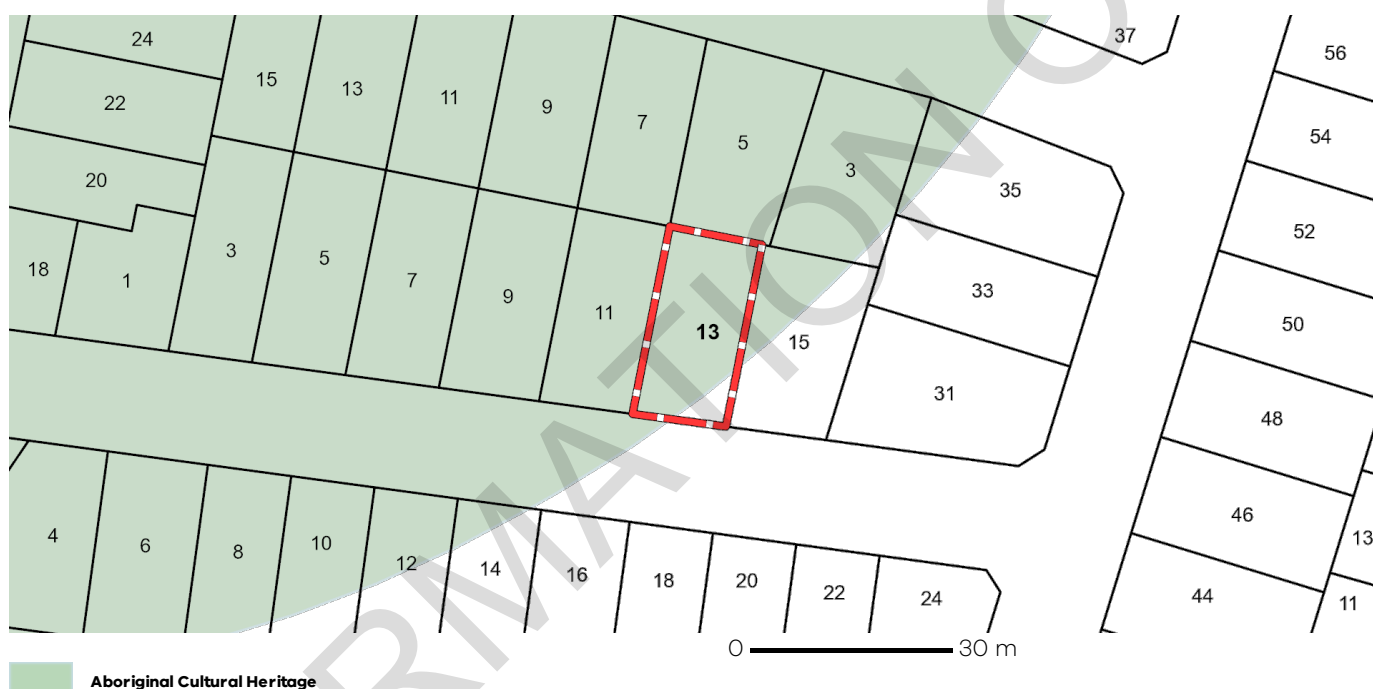
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 16 January 2025.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

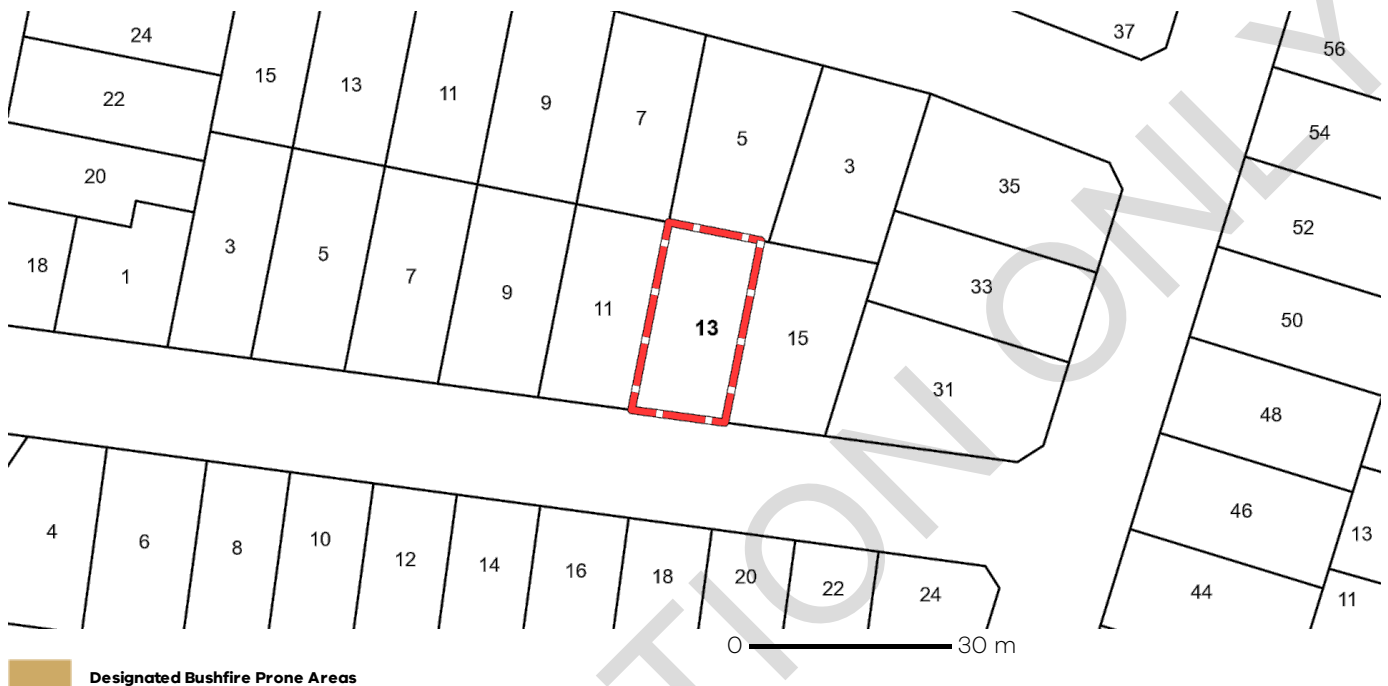
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1101670

APPLICANT'S NAME & ADDRESS

SF CONVEYANCING PTY LTD C/- TRICONVEY2 (RESELLER)
C/- LANDATA
DOCKLANDS

VENDOR

CALGARO, ENZO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

719133

This certificate is issued for:

LOT 1781 PLAN PS607411 ALSO KNOWN AS 13 JENOLAN WAY SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

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

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

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

16 January 2025

Sonya Kilkeny
Minister for Planning

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

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

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

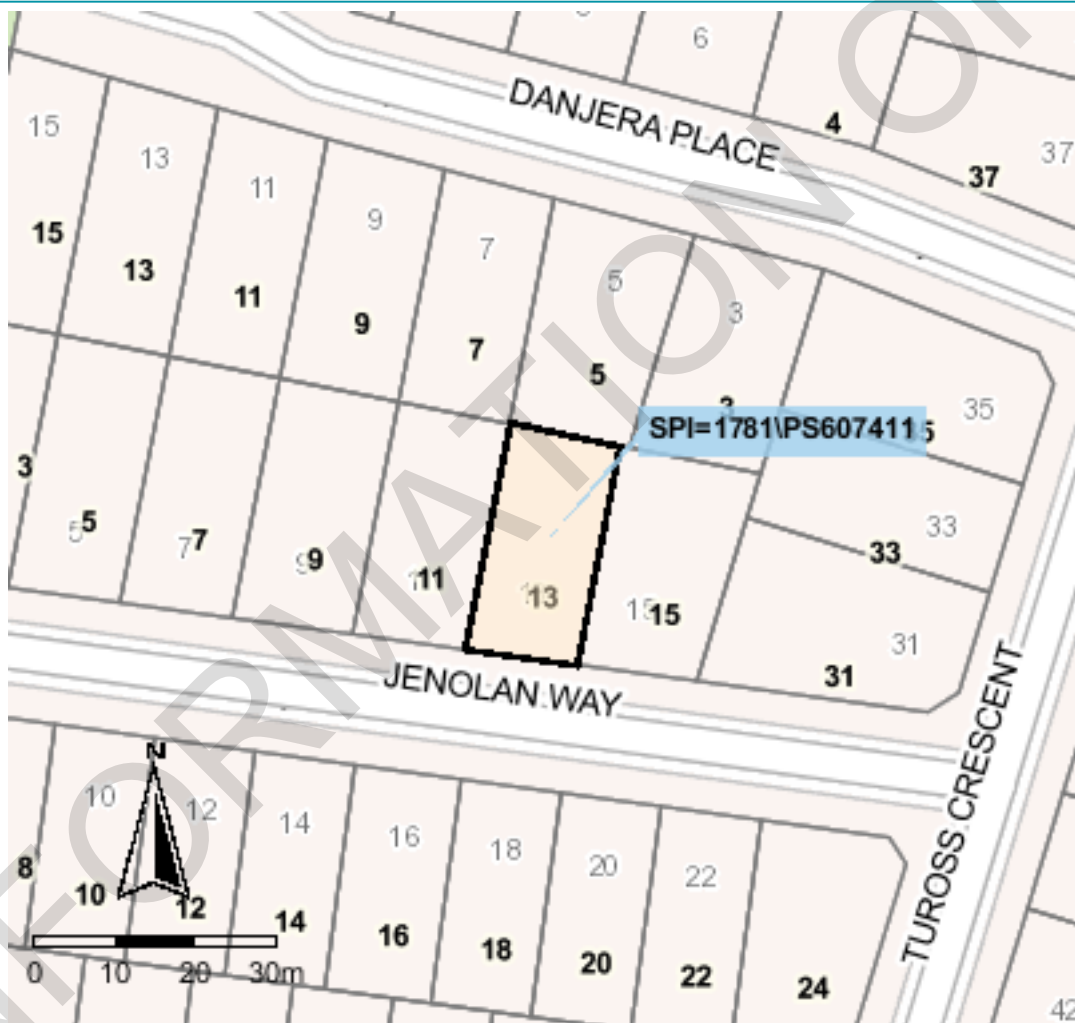
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

SF Conveyancing Pty Ltd C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 719133

NO PROPOSALS. As at the 16th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

13 JENOLAN WAY, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 16th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75539635 - 75539635153710 '719133'

Date of issue
20/01/2025

Assessment No.
667501

Certificate No.
168283

Your reference
75539635-015-3

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 13 Jenolan Way SOUTH MORANG 3752

Description: LOT: 1781 PS: 607411V

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$675,000	\$400,000	\$33,750

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,580.71
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$58.73
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 20/01/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$309.50
Sustainable land management rebate	\$0.00
Payments	-\$1,191.30

Balance of rates & charges due: \$595.69

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due \$595.69

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **667501**



Phone 1300 301 185
Ref **667501**



Biller Code **5157**
Ref **667501**

16th January 2025

SF Conveyancing Pty Ltd C/- Triconvey2 (Reseller)
LANDATA

Dear SF Conveyancing Pty Ltd C/- Triconvey2 (Reseller) ,

RE: Application for Water Information Statement

Property Address:	13 JENOLAN WAY SOUTH MORANG 3752
Applicant	SF Conveyancing Pty Ltd C/- Triconvey2 (Reseller) LANDATA
Information Statement	30911458
Conveyancing Account Number	7959580000
Your Reference	719133

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
- Build Over Easement

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	13 JENOLAN WAY SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	13 JENOLAN WAY SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

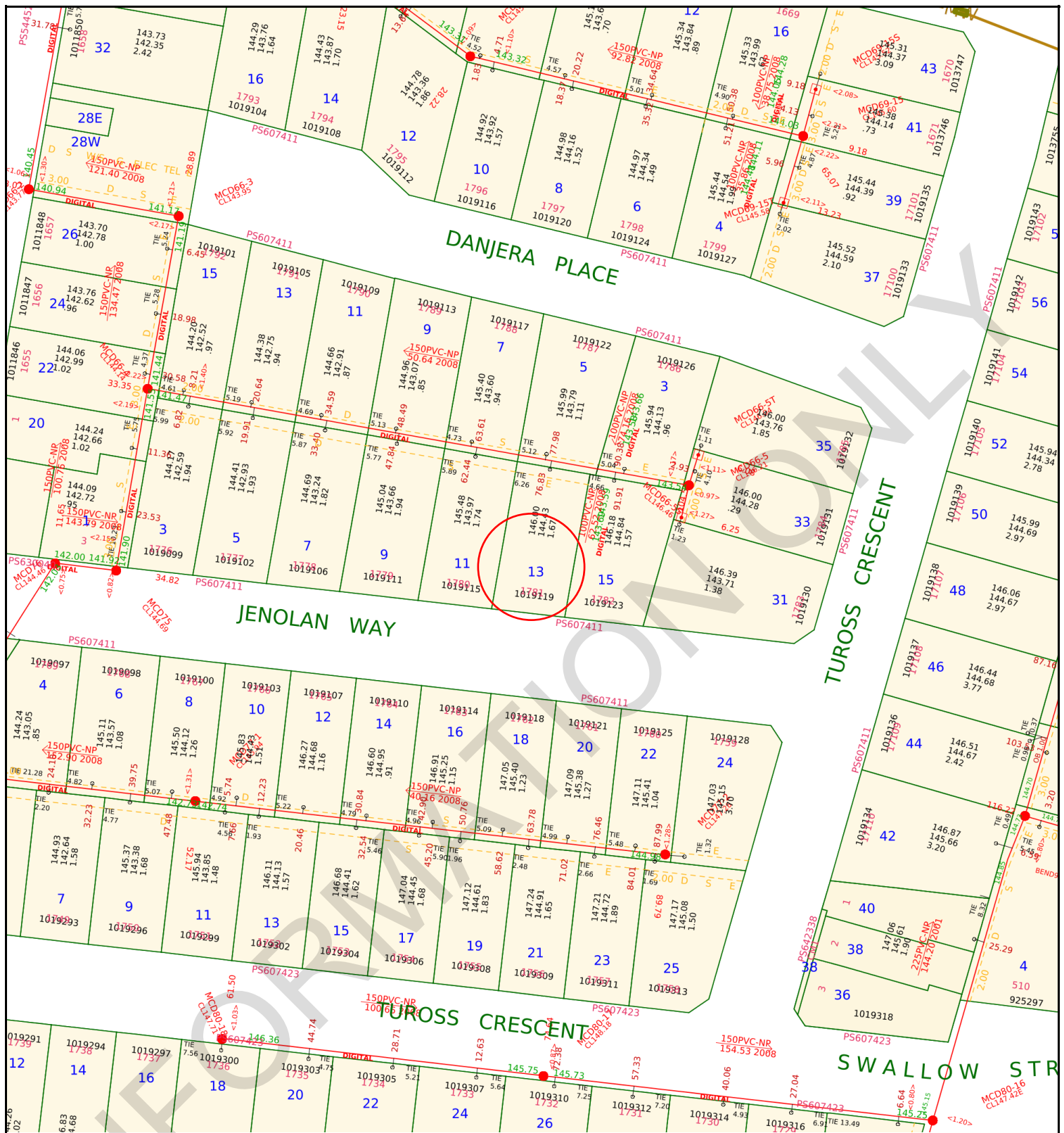
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30911458

Address	13 JENOLAN WAY SOUTH MORANG 3752
Date	16/01/2025
Scale	1:1000



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

SF Conveyancing Pty Ltd C/- Triconvey2 (Reseller)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5311186379
Rate Certificate No: 30911458

Date of Issue: 16/01/2025
Your Ref: 719133

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 JENOLAN WAY, SOUTH MORANG VIC 3752	1781\PS607411	1751450	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 23.000000kL x \$3.43420000 = \$78.99</i> Estimated Average Daily Usage \$0.86	08-08-2024 to 08-11-2024	\$78.99	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$188.91



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

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

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

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

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

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

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

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

Property No: 1751450

Address: 13 JENOLAN WAY, SOUTH MORANG VIC 3752

Water Information Statement Number: 30911458

HOW TO PAY



Bill Code: 314567
Ref: 53111863799

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

4th September 2018

Renee Borg
INSTALL A VERANDA
care of
renee@installaveranda.com.au

Dear Renee Borg,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	353391
Property Address	13 JENOLAN WAY SOUTH MORANG 3752
Service Location ID	1751450

Thank you for your recent application. Based on the information submitted with this application **Yarra Valley Water has no objection** to the construction of the structures and or undertaking the work listed in the table below.

Yarra Valley Water has imposed no conditions on the basis that your proposed development will not affect any Yarra Valley Water assets and any easements on the property are not required for sewerage purposes.

This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Structure / Works
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

Property Clearance Certificate

Land Tax



INFOTRACK / SF CONVEYANCING PTY LTD

Your Reference:	3095_24
Certificate No:	82429630
Issue Date:	29 JAN 2025
Enquiries:	CXM0

Land Address:	13 JENOLAN WAY SOUTH MORANG VIC 3752
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
36550603	1781	607411	11083	871	\$2,416.33

Vendor: SILVANA ROSSIGNOLI, LUCIANO ROSSIGNOLI & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ENZO CALGARO	2025	\$400,000	\$2,416.33	\$0.00
				\$2,416.33


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	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 (CIV):	\$675,000
SITE VALUE (SV):	\$400,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,416.33



Notes to Certificate - Land Tax

Certificate No: 82429630

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus (\$400,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,750.00

Taxable Value = \$675,000

Calculated as \$675,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 82429630

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: 82429630

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / SF CONVEYANCING PTY LTD

Your Reference:	3095_24
Certificate No:	82429630
Issue Date:	29 JAN 2025
Enquires:	CXM0

Land Address: 13 JENOLAN WAY SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36550603	1781	607411	11083	871	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$675,000
SITE VALUE:	\$400,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 82429630

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / SF CONVEYANCING PTY LTD

Your Reference:	3095_24
Certificate No:	82429630
Issue Date:	29 JAN 2025

Land Address: 13 JENOLAN WAY SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
1781	607411	11083	871

Vendor: SILVANA ROSSIGNOLI, LUCIANO ROSSIGNOLI & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 82429630

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: 82429630

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: 82429630

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.

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