

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 149 Flannery Court, Warrandyte VIC 3113

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have 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)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'Brien Real Estate - Blackburn
98 South Parade,
Blackburn VIC 3130

Tel: 03 9894 2044 Fax:

Ref: Anthony
Molinaro

Email: blackburn@obrienrealestate.com.au

VENDOR

Mark Simon Crowe and Gemma Michelle Crowe
14 Naland Rise,
Templestowe VIC 3106

Tel:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Victorian Statewide Conveyancing Pty Ltd
Level 1, Suite 1, 58-60 Victor Crescent,
Narre Warren VIC 3805

Tel: (03) 8790 5488 Fax: (03) 8794 9072 Ref: JV:20231054 Email: info@victorianstatewide.com.au

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 10461 Folio 507	5	421192Q

PROPERTY ADDRESS

The address of the land is:

149 Flannery Court, Warrandyte VIC 3113

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

Vacant Land

PAYMENT (general condition 11)

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

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

Is due on

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$0.00

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Acceptance of title

General condition 12.4 is added:

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.

EC

2. Electronic conveyancing

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 2.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3. Each party must:
 - a. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - b. ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - c. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6. Settlement occurs when the workspace records that:
 - a. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b. if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7. The parties must do everything reasonably necessary to effect settlement:
 - a. electronically on the next business day, or
 - b. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9. The vendor must before settlement:
 - a. deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - b. direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - c. deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - d. direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all

- those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Foreign resident capital gains withholding

- 3.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 3.2. Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3. This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4. 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.
- 3.5. The purchaser must:
- a. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
- 3.6. ensure that the representative does so. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- a. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - b. promptly provide the vendor with proof of payment; and
 - c. otherwise comply, or ensure compliance with, this special condition;
 - d. despite:
 - e. any contrary instructions, other than from both the purchaser and the vendor; and
- 3.7. any other provision in this contract to the contrary. The representative is taken to have complied with the obligations in special condition 3.6 if:
- a. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - b. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8. 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.
- 3.9. 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 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 3.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

5. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms

affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

6A GST withholding

- 6A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6A.2 This special condition 6A applies if the purchaser is 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 special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.3 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.
- 6A.4 The purchaser must:
- a. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - b. ensure that the representative does so.
- 6A.5 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 special condition on settlement of the sale of the property;
 - b. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - c. otherwise comply, or ensure compliance, with this special condition;
- despite:
- i. any contrary instructions, other than from both the purchaser and the vendor; and
 - ii. any other provision in this contract to the contrary.
- 6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:
- a. settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - b. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6A.7 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 the settlement is not conducted through an electronic settlement system described in special condition 6A.6. However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:
 - b. immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and 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.
- 6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

- 6A.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - 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.
- 6A.10 The vendor warrants that:
- 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
 - 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.
- 6A.11 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6A.10 ; or
 - the purchaser's 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.
- 6A.12 This special condition will not merge on settlement.

6 Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

7 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8 Auction

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

9 Guarantee

If a company purchases the property:

- Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10 FIRB Approval

- 10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in Special Condition 10.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

11 Stamp Duty and Unequal Shares

- 11.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

- 11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 11.4 This Special Condition will not merge on completion.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities**

Act 2009 (Cth) applies.

- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1** At settlement:
- (a) the purchaser must pay the balance; and

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

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

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 SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Mark Simon Crowe and Gemma Michelle Crowe
----------------	---

Property:	149 Flannery Court, Warrandyte VIC 3113
------------------	---



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JV:20231054

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Manningham City Council		Per annum
Yarra Valley Water		Per annum
State Revenue Office – Land Tax		Per annum

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

Their total does not exceed \$8,000.00

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(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which

are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Manningham City Council Planning Scheme

Responsible Authority: Manningham City Council

Zoning: LDRZ – Low Density Residential Zone

Planning Overlay/s:

- Bushfire Management Overlay;
- Environmental Significance Overlay - Schedule 4

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- as contained in the certificates.
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) 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

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not 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 their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 10461 Folio 507
2. Plan of Subdivision PS421192Q
3. Section 173 Agreement V926916D

DATE OF THIS STATEMENT / /20 **Name of the Vendor**

Mark Simon Crowe and Gemma Michelle Crowe

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT / /20 **Name of the Purchaser****Signature/s of the Purchaser**

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

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 execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

Page 1 of 2

VOLUME 10461 FOLIO 507

Security no : 124108014452Q
Produced 01/08/2023 09:31 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 421192Q.
PARENT TITLE Volume 08574 Folio 689
Created by instrument PS421192Q 12/08/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GEMMA MICHELLE CROWE
MARK SIMON CROWE both of 149 FLANNERY COURT WARRANDYTE VIC 3113
AV092301N 03/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV092302L 03/12/2021
MACQUARIE BANK LTD

CAVEAT AV486796K 31/03/2022
Caveator
FUNDIT LTD ACN: 601130527
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
GEMMA MICHELLE CROWE
Date
28/03/2022
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
GLOBALX LEGAL
Notices to
FUNDIT LTD of LEVEL 2 561-563 CHURCH STREET RICHMOND VIC 3121

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
V926916D 04/03/1999

DIAGRAM LOCATION

SEE PS421192Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Page 2 of 2

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

Street Address: 149 FLANNERY COURT WARRANDYTE VIC 3113

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 03/12/2021

DOCUMENT END

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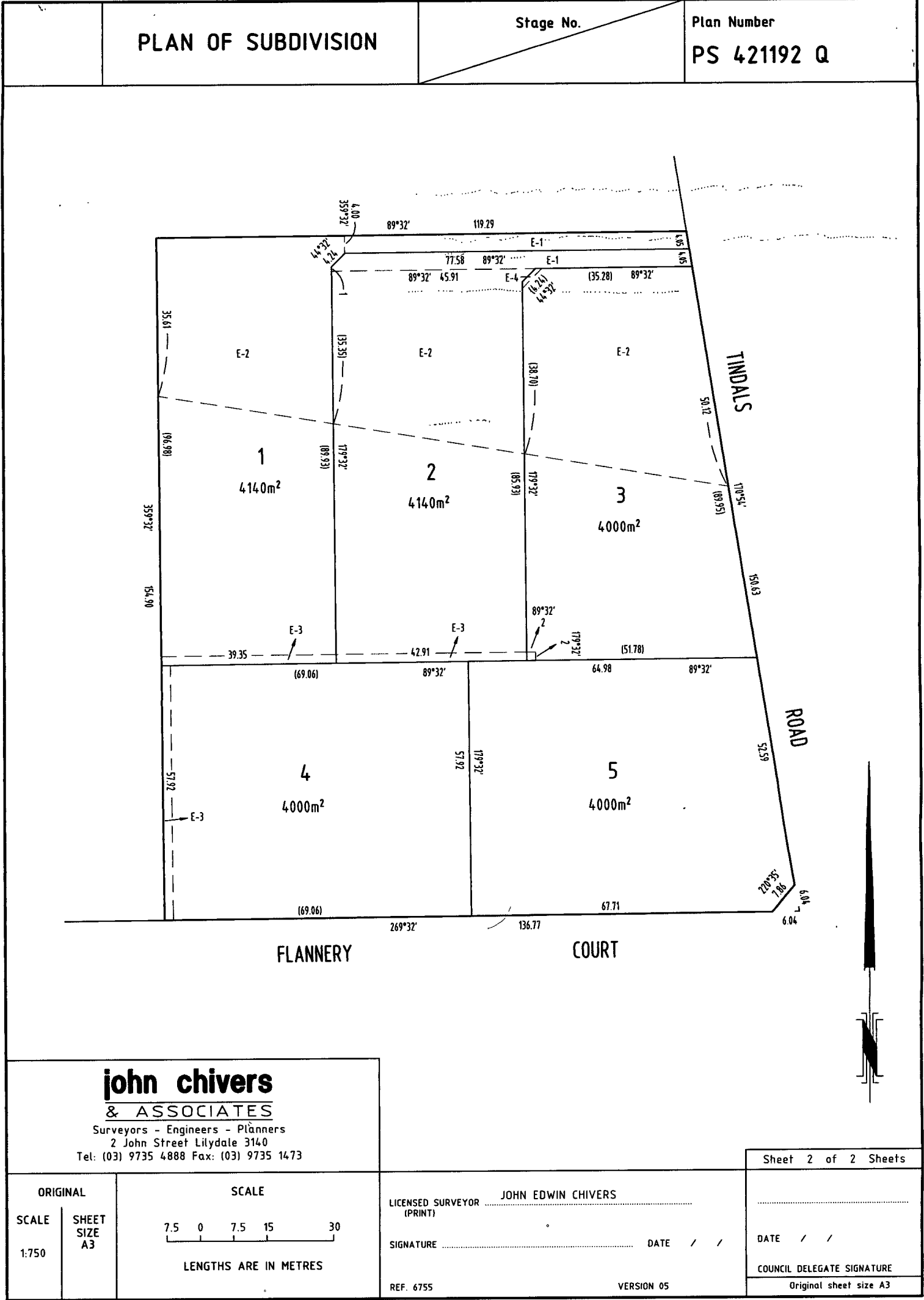
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Form 13

V926916D
040399 1130 173



Section 101

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

Planning and Environment Act 1987

IMAGED

Lodged at the Land Titles Office by:

Name: Maddock Lonie & Chisholm
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:TNH:ALW:587265 **Customer Code:** 1167E

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

Land: Certificate of Title Volume 8574 Folio 689

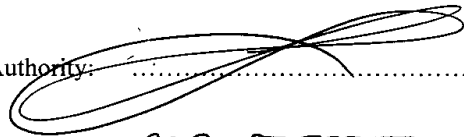


DV926916D-1-1

Authority: Manningham City Council of 699 Doncaster Road, Doncaster

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

A copy of the agreement is attached to this application

Signature for the Authority: 

Name of officer: BOB SEIFFERT

Office held: CHIEF EXECUTIVE

Date: 25 FEBRUARY 1999

(//PL3)

18-3-99

1/8

Maddock Lonie & Chisholm

LAWYERS

DATED

25th DAY OF FEBRUARY,

1999

MANNINGHAM CITY COUNCIL

Council

- and -

RAZORBACK DEVELOPMENTS PTY LTD

the Owner

Agreement Under Section 173 of the Planning and
Environment Act 1987.

Subject Land: 147-165 Flannery Court, Warrandyte

V926916D
040399 1130 173



DV926916D-2-8

A MEMBER OF
adviser asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

140 WILLIAM STREET, MELBOURNE, VICTORIA, 3000

EMAIL: info@maddocks.com.au

TELEPHONE: (03) 9288 0555

FACSIMILE: (03) 9288 0666

DX 259 MELBOURNE

OUR REF: TGM:TNH587265

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 25th day of *FEBRUARY*, 1999

BETWEEN:

MANNINGHAM CITY COUNCIL
of 699 Doncaster Road, Doncaster in the State of Victoria

- and -

("Council")

RAZORBACK DEVELOPMENTS PTY LTD (ACN 005 444 146)
of 275 Old Warrandyte Road, North Ringwood in the State of Victoria

("the Owner")



INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner, in anticipation of becoming the registered proprietor of the Subject Land, has entered into a Contract of Sale with the registered proprietor of the Subject Land. A copy of the Contract of Sale is attached to this agreement and marked with the letter "C".
- C. On 30 October 1998 Council issued Planning Permit No. 9833 ("the Planning Permit") allowing the Subject Land to be subdivided in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 14 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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2.

IT IS AGREED:



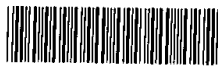
1. DEFINITIONS

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

- 1.1 "the Act" means the *Planning and Environment Act 1987*.
- 1.2 "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Building" has the same meaning as in the Planning Scheme and includes dwellings, swimming pools, tennis courts and out-buildings.
- 1.4 "Building Envelope" means the area delineated and identified on the Endorsed Plan as a building envelope or the like.
- 1.5 "Development" has the same meaning as in the Act except that it does not include subdivision and "Developed" has a corresponding meaning.
- 1.6 "the Driveway" means the driveway to be constructed within the shafts serving lots 1 and 2 in accordance with the Endorsed Plan.
- 1.7 "Endorsed Plan" means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "B".
- 1.8 "lot" means a lot on the Endorsed Plan.
- 1.9 "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 Subject Land or any part of it.
- 1.10 "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.11 "Planning Permit" means the Planning Permit referred to in recital C of this Agreement.
- 1.12 "Planning Scheme" means the Manningham Planning Scheme and any other planning scheme which applies to the Subject Land.

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- 1.13 "Subject Land" means the land situated at 147-165 Flannery Court, Warrandyte being the land referred to in Certificate of Title Volume 8574 Folio 689 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
- 1.14 "Waste Retention Area" means the area defined and identified on the Endorsed Plan as an area designated for on-site waste and effluent absorption or the like.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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 Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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DV926916D-6-7

[tgm 5872653m.12:190299]

4.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:



3.1 One driveway to serve both lots

only one driveway (to serve lots 1 & 2) will be constructed within that part of the Subject Land which will comprise shafts to the battle axe shaped lots;

3.2 No fencing on common boundary

no fence will be erected on the common boundary between the lots (adjacent to the carriageway easements) so as to make the shared usage of the shafts and the construction of only one driveway impossible;

3.3 Shafts must be landscaped

that the part of lots 1 and 2 which comprises the shaft within which a driveway will be located must be landscaped to the satisfaction of Council;

3.4 Landscaping to be carried out after house completed.

the landscaping required under clause 3.3 must be carried out either after the issue of an Occupancy Certificate under the *Building Act* 1984 for the last of the dwellings to be constructed on lots 1 and 2 or at such other time that the Council agrees;

3.5 Security Bond

the Owner will, on the signing of this Agreement provide Council either:

- a bank guarantee; or
- other security such as a bond ("the security") to the satisfaction of Council

for the amount of \$1,000 for the due, prompt and proper observance and performance by the Owner of the obligation in clause 3.3 of this Agreement.

3.6 Maintenance of reticulated services and driveway

the Owners of lots 1 & 2 will maintain in good repair and proper working order (including renewal or replacement where necessary) all sewers, drains, pipes, wires, cables, driveway pavement, ducts and all apparatus or equipment of whatsoever nature used or intended, adapted or designed for use in the delivery or transmission of water, electricity, drainage,

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5.



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sewerage, gas and telephone services installed under, on or over the driveway or landscaping within the carriageway easements to the satisfaction of Council;

3.7 Restrictions within Building Envelopes

3.7.1 the Owner will not build, construct or erect or cause or permit to be built, constructed or erected any Building on the Subject Land or any part of the Subject Land outside the Building Envelope for a lot without the written consent of Council;

3.7.2 trees on the Subject Land which are outside any Building Envelope for a lot must not be destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council; and

3.7.3 works which alter the topography of the Subject Land including excavation or filling will not undertaken outside the Building Envelope for a lot without the written consent of Council.

3.8 Maintenance of landscaping

the Owners of lots 1 and 2 will maintain the landscaping within the carriageway easement in accordance with the approved landscape plan to the satisfaction of Council;

3.9 Location and design of buildings

all buildings, driveways and other development features must be designed and located to minimise the extent of earthworks and vegetation removal and must be consistent with the design elements contained in the *Site Design Guide for Residential Development on Bushland Fringes in the City of Manningham* to the satisfaction of Council;

3.10 No tennis courts

no tennis court may be construction on lots 1, 2 or 3 without the further written consent of Council; and

3.11 Restrictions within a Waste Retention Area

3.11.1 trees on the Subject Land within a Waste Retention Area for a lot will not be destroyed, felled, lopped, ringbarked or uprooted and that other vegetation within a Waste Retention

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[tgm 5872653m.12:190299]



6.

Area is not destroyed without the written consent of Council;

3.11.2 works (including building works, excavation or filling but not works related to the installation and maintenance of a septic tank and/or an on-site absorption system) which alter the topography of the Subject Land will not be undertaken within a Waste Retention Area without the written consent of Council; and

3.11.3 a Waste Retention Area will be used only for the purpose of on-site absorption of sewage, sullage and effluent.

4. OBLIGATIONS OF COUNCIL

Council agrees that when the Owner carries out the landscaping required under clause 3.3 to Council's satisfaction, Council will return the guarantee to the Owner after the 12 month maintenance period has been completed and the landscaped areas are being maintained to the satisfaction of Council.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

5.1 Notice and Registration



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the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

5.2 Further actions

5.2.1 the Owner will do all things necessary to give effect to this Agreement;

5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council 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; and

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5.3 Council's Costs to be Paid

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

6. AGREEMENT UNDER SECTION 173 OF THE ACT

Council 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 pursuant to Section 173 of the Act.

7. OWNER'S WARRANTIES

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

8. SUCCESSORS IN TITLE

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

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

9. GENERAL MATTERS

9.1 Notices

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

- 9.1.1 by delivering it personally to that party;

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8.

9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 A notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council 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 Subject Land or relating to any use or development of the Subject Land.

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10. COMMENCEMENT OF AGREEMENT

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

11. ENDING OF AGREEMENT

- 11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 11.2 If this Agreement relates to more than 1 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 Council to end this Agreement in relation to that lot.
- 11.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

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"A"

DONCASTER AND TEMPLESTOWE PLANNING SCHEME
Manningham City Council (Responsible Authority)

PLANNING PERMIT

Permit No. 9833

ADDRESS OF THE LAND

147-165 Flannery Court, Warrandyte (Lot 1 LP64381)

THE PERMIT ALLOWS

The subdivision of the land in accordance with the endorsed plan.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

Endorsed Plan

1. Prior to submission of a plan of subdivision to the Responsible Authority for certification, an amended plan generally in accordance with Plan Ref. 6755/Rev A by John Chivers & Associates showing:
 - 1.1. the carriageway easements serving Lots 1 and 2 denoted as E-1;
 - 1.2. drainage easements over the alignment of easement drains (including along the southern boundary of Lots 1, 2 and 3 and western boundary of Lot 4) in favour of Manningham City Council to the satisfaction of the Responsible Authority;
 - 1.3. amendments to the proposed building and effluent envelopes as follows:
 - 1.3.1. Lot 1 - western side of effluent envelope extended in a northerly direction to achieve a length of 16m (building envelope reduced in size accordingly);
 - 1.3.2. Lot 5 - building envelope setback a minimum of 10m from the northern boundary of this lot;
 - 1.3.3. notations indicating the trench length for Lot 3 increased to 135m;

must be submitted to and approved by the Responsible Authority and when approved, such plan will be the endorsed plan.
2. The subdivisional layout shown on the endorsed plan must not be modified without the written consent of the Responsible Authority.

Conditions 3 to 29 continued overleaf

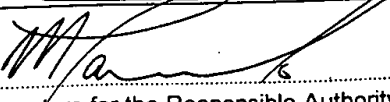
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DV926916D-14-0

30 October 1998
(Date of Decision)


Signature for the Responsible Authority
Date Issued:

Services to be Made Available to Each Lot



3. Reticulated water supply and reticulated underground electricity must be made available to each allotment to the satisfaction of the Responsible Authority prior to any allotment being used for residential purposes.

Referral Authority Requirements

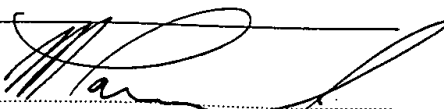
4. The owner must enter into an agreement with Yarra Valley Water for the provision of reticulated water supply to each allotment.
5. The owner of the land must enter into and comply with an agreement with Melbourne Water for the acceptance of surface and storm water runoff directly or indirectly into Melbourne Water's drainage system.
6. No polluted or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
7. Prior to the issue of a Statement of Compliance, the owner shall provide to the satisfaction of Telstra all works for provision of telecommunication services to each lot created in the subdivision.
8. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
9. The applicant shall enter into an agreement with Eastern Energy for a supply of electricity to each lot shown on the endorsed plan.
10. Prior to the Certification of the plan, the position of the easement must be adjusted where necessary to accord with the position of the existing transmission line as determined by survey, to the satisfaction of GPU PowerNet.
11. Written approval to the final plan of subdivision is to be obtained from GPU PowerNet prior to certification. The plan must show the easement fully dimensioned on all affected lots.
12. The final plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to GPU PowerNet in accordance with Section 8 of the Act.

Control of Run-off

13. Run-off from areas on which earthworks are carried out must be collected and treated to the satisfaction of the Responsible Authority by the use of open drains, filtration traps and retarding basins in the period between the commencement of construction works and the end of the maintenance period for the subdivisional construction works.

Conditions 14 to 29 continued overleaf

30 October 1998
(Date of Decision)


Signature for the Responsible Authority



DV9269160-16-6

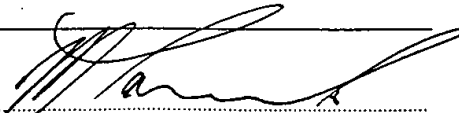
Requirements to be Met Prior to the Certification of the Plan

14. The owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 -
- 14.1. providing for the landscaping of the shafts to Lot No.'s. 1 and 2 after the issue of the Occupancy Permits for the last of the dwellings on these lots or at such other time as deemed appropriate by the Responsible Authority and for the lodgement of a bond to ensure the completion of such works;
 - 14.2. in which it covenants to take such steps as may be specified in the agreement to ensure the proper maintenance of the driveway and landscaping, the protection of underground services, and such other matters as are necessary to ensure the protection and maintenance of facilities shared by Lot No.'s 1 and 2;
 - 14.3. to ensure that all buildings (including tennis courts and swimming pools) erected on each lot will be sited within building envelopes shown on the endorsed plan, that no trees clear of the building envelopes on those allotments will be destroyed, felled, lopped, ring barked or uprooted, that no filling or excavation shall take place on any lot outside of the building envelopes without the further consent of the Responsible Authority;
 - 14.4. to ensure that all buildings, driveways and other development features are designed and located to minimise the extent of earthworks and vegetation removal and are consistent with the design elements contained in the "Site Design Guide for Residential Development on Bushland Fringes in the City of Manningham", to the satisfaction of the Responsible Authority;
 - 14.5. to ensure that the envelopes created for on-site absorption of sewage, sullage and effluent are used only for such purpose and that no tree removal, excavation or filling take place in these areas, except for works to the minimum extent necessary related to the installation and maintenance of an effluent disposal system approved by Council;
 - 14.6. which prohibits the construction of more than one driveway in the access shafts serving Lots 1 and 2;
 - 14.7. which prohibits the erection of fences along the common boundary of the easements serving Lots 1 and 2;
 - 14.8. which prohibits the construction of a tennis court on lots 1, 2 or 3 without the further consent of the Responsible Authority;

and such agreement shall be executed and registered on Title by the owner prior to the Certification of the plan.

Conditions 15 to 29 continued overleaf

30 October 1998
(Date of Decision)



Signature for the Responsible Authority

Requirements to be Met Prior to the Issue of a Statement of Compliance

15. Prior to the issue of a Statement of Compliance, a driveway, service conduits/services and associated drainage must be constructed in the shaft serving Lots 1 and 2 in accordance with engineering construction plans approved by the Responsible Authority. Such driveway must be of a curvilinear design, incorporating passing bays where deemed appropriate by the Responsible Authority and be constructed of dark coloured concrete or similar material approved by the Responsible Authority.
16. Prior to the issue of a Statement of Compliance, easement drainage must be constructed within the easements laid out on the plan in accordance with engineering construction plans approved by the Responsible Authority.
17. Prior to the commencement of the construction of easement drainage, pegs must be placed at the corners of all allotments which abut easements in which easement drainage shall be constructed.
18. Prior to the issue of a Statement of Compliance, the owner must make a cash payment for the applicable contribution apportioned to the land for the Flannery Court Drainage Scheme or provide evidence that the applicable contribution in respect of the Flannery Court Drainage Scheme has been paid in full, to the satisfaction of the Responsible Authority.
19. Prior to the issue of a Statement of Compliance, a supervision fee equal to 2.5% of the cost of construction of the subdivisional works must be paid to the Responsible Authority.
20. Prior to the issue of a Statement of Compliance, a maintenance deposit equal to 5% of the value of the subdivisional work must be lodged with the Responsible Authority and retained thereafter for a minimum of three months.
21. Prior to the issue of a Statement of Compliance, an engineering plan checking fee representing 0.75 per cent of the subdivisional works must be paid to the Responsible Authority.
22. Prior to the issue of a Statement of Compliance, cash in lieu of open space representing 5% of the site value of the land must be paid to the Responsible Authority.
23. Prior to the issue of a Statement of Compliance for the subdivision, a landscape plan for the access shafts serving Lots 1 and 2 showing planting in accordance with Council's Street Tree Master Plan using predominantly indigenous species must be submitted to and approved by the Responsible Authority.
24. Prior to the issue of a Statement of Compliance, the owner must construct outfall drainage works between the site and existing Council drain in accordance with construction plans approved by the Responsible Authority.

29 continued overleaf



DV928916D-17-4

Signature for the Responsible Authority

25. Prior to the issue of a Statement of Compliance for the subdivision, a cash bond or bank guarantee of \$1000 must be lodged with the Responsible Authority to ensure the maintenance of landscaped areas in accordance with the approved landscape plan and such bond or bank guarantee will only be discharged after a period of 12 months provided the landscaped areas are being maintained to the satisfaction of the Responsible Authority.

Sewerage Requirements

26. No future dwelling on the subject land may be occupied prior to its connection to a suitable all-purpose septic tank of a design and type installed and constructed to the satisfaction of the Responsible Authority, sufficient to take all sewage and sullage from such dwelling.
27. A building permit for any dwelling on a lot must not be granted until plans of sewage disposal have been approved by the Responsible Authority.

Vegetation to be Retained

28. No native vegetation may be removed from the land without the further consent of the Responsible Authority, other than the minimum required to comply with the construction requirements of the Responsible Authority.

Permit to Expire

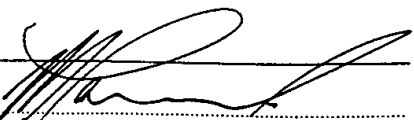
29. This permit will expire if :
- (a) the plan of subdivision is not certified within two (2) years of the date of the issue of this permit; and
 - (b) the subdivision is not completed within five (5) years of the certification of the plan of subdivision under the Subdivision Act 1988.

The time within which the development is to be commenced or completed may, on application made before or within the three months after the expiry of the time specified, be extended by the Responsible Authority and where the time is extended after the permit has lapsed the extension will operate to revive the permit as from the date it expired.



DV926916D-18-2

30 October 1998
(Date of Decision)

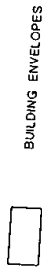

Signature for the Responsible Authority

PLAN OF PROPOSED SUBDIVISION FLANNERY COURT, WARRANDYTE.

C/T. Vol 8574, Fol 689
Parish of Warrandyte.



LEGEND OF HATCHING



BUILDING ENVELOPES



EDGE OF TREE CANOPY



EXISTING TREES

ABSORPTION ZONES

Reference should be made to the soil absorption capacity report by Geoproduction Pty Ltd 8/9/98

LOT 1 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 2 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 3 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 4 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 5 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 6 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 7 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 8 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 9 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 10 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 11 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 12 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 13 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 14 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

LOT 15 Each effluent trench is to have a maximum length of 30 metres for each section. Trenches are to be 500mm wide. Total trench length for a Water Efficient 4 bedroom residence (1000L/day) is 135m.

john chivers
& ASSOCIATES

Surveyors - Engineers - Planners
2 John Street Lilydale 3140
Tel. (03) 9735 4888 Fax. (03) 9735 1473

Quality Standard
Committed to Excellence

Easement Reference	Purpose
E-1, E-2	ELECTRICITY SUPPLY
E-1	WAY, DRAINAGE, SEWERAGE, ELECTRICITY, WATER, GAS & DATA TRANSMISSION
E-3	DRAINAGE

TINDALS

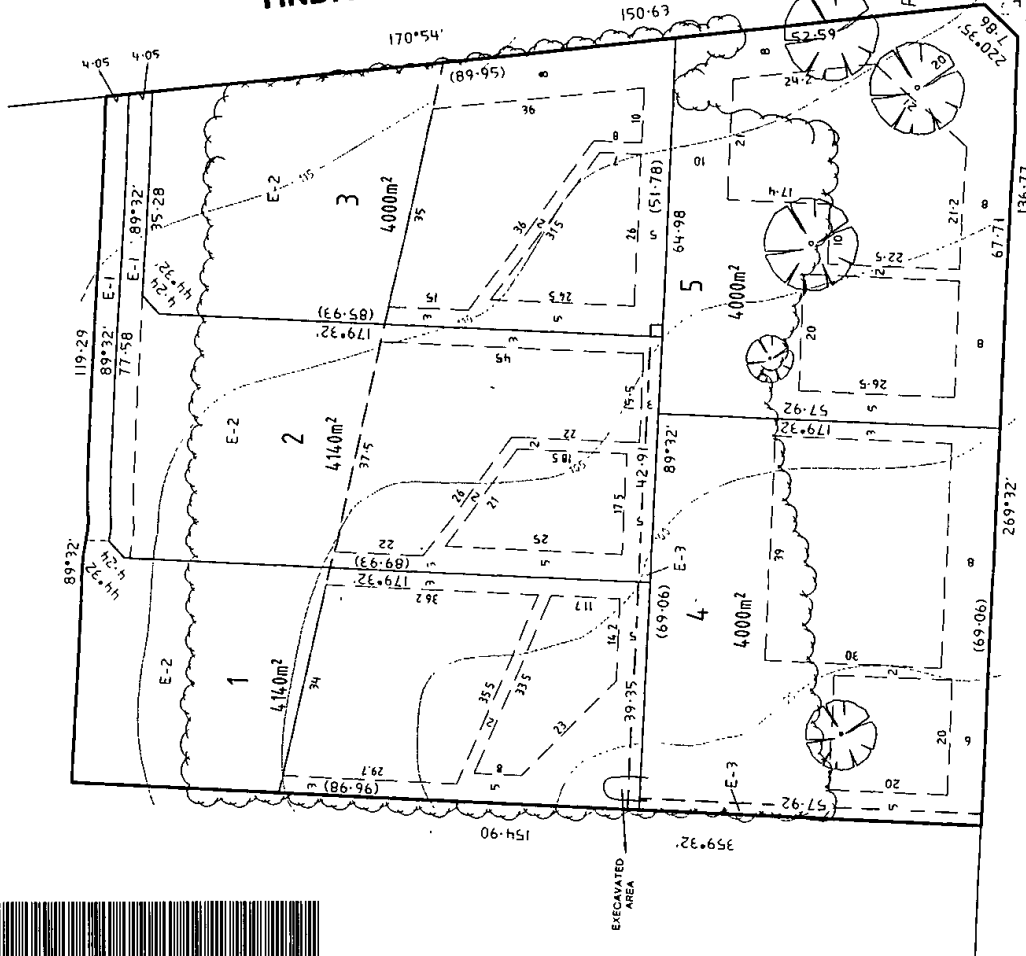
REF. 6755/REV B
Dated 5/11/98

ROAD

FLANNERY

COURT

THE LOT DIVISIONS SHOWN ARE



LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuation, rates, charges, fire services property levies, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Victorian Statewide Conveyancing
S1, L1, 58-60 Victor Crescent
NARRE WARREN VIC 3805**

Issue Date: **01/08/2023**

Certificate No: **LIC-23/00239e**

Your Reference: **20231054**

Property ID: **501527**

Property Location: **149 Flannery Court WARRANDYTE VIC 3113**

Property Description: **Lot 5 PS 421192Q Vol 10461 Fol 507**

Site Value: **\$1150000**

Capital Improved Value: **\$1150000**

Net Annual Value: **\$57500**

Level of Valuation: **01-01-2023**

Effective Date of Valuation: **01-07-2023**

Rates are levied on the Capital Improved Value.

Rate in the \$: **0.00155331**

RATES, CHARGES AND OTHER MONIES For the year ending 30 June 2024

Details of Rates, Fire Service Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	\$0.00	
General Rates	\$1,786.30	
Fire Services Levy	\$177.90	
Payments	\$0.00	
Rates & Charges Balance		\$1,964.20
Total Balance Outstanding		\$1,964.20

Rate Balance Update: Online: <https://www.manningham.vic.gov.au/rates-balance>.

For the most up to date balance, please check online after 11am.

Please contact Manningham Council on 9840 9333 to obtain an update if any of the following apply:

Arrears owing, other charges owing besides Rates (ie. Special Rates, Fire Hazard etc), pending subdivision.

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner MUST PAY all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

BPay payment details are provided on page 2 of certificate.

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **149 Flannery Court WARRANDYTE VIC 3113**

Property ID: **501527**

Certificate No.: **LIC-23/00239e**

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Vacant Residential Dwelling Site/Surveyed Lot

Important Notes:

1. This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the **Planning and Environment Act 1987** to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2023 to 30/06/2024 on 27 June 2023.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levy or charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2023; 30/11/2023; 28/02/2024; 31/05/2024.**

For further information, please contact Revenue Services on ☎ (03) 9840 9333

Receipt for the sum of \$28.90 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



Authorised Officer

Payment details:

	Biller Code: 1099 Ref: 1005015276
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

1st August 2023

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	149 FLANNERY COURT WARRANDYTE 3113
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30784359
Conveyancing Account Number	8998494776
Your Reference	20231054

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	149 FLANNERY COURT WARRANDYTE 3113
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Under section 144 of the Water Act 1989, Yarra Valley Water has declared this property a serviced property and has made sewerage services available to it. The property owner is subject to a \$500 contribution fee under section 268 and 269 of the Water Act 1989. This is an owner based fee and charged at \$25 per quarter over a five year period. Full payment of the outstanding balance is required by the vendor if the property is sold within the five year chargeable period. The owner is required to connect this property to Yarra Valley Water's sewer within 12 months of the service becoming available unless the existing septic system meets the current EPA Onsite Wastewater Management requirements. Connection must be made at the owner's expense.

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

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

Melbourne Water Encumbrance

Property Address	149 FLANNERY COURT WARRANDYTE 3113
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STATEMENT UNDER SECTION 158 WATER ACT 1989

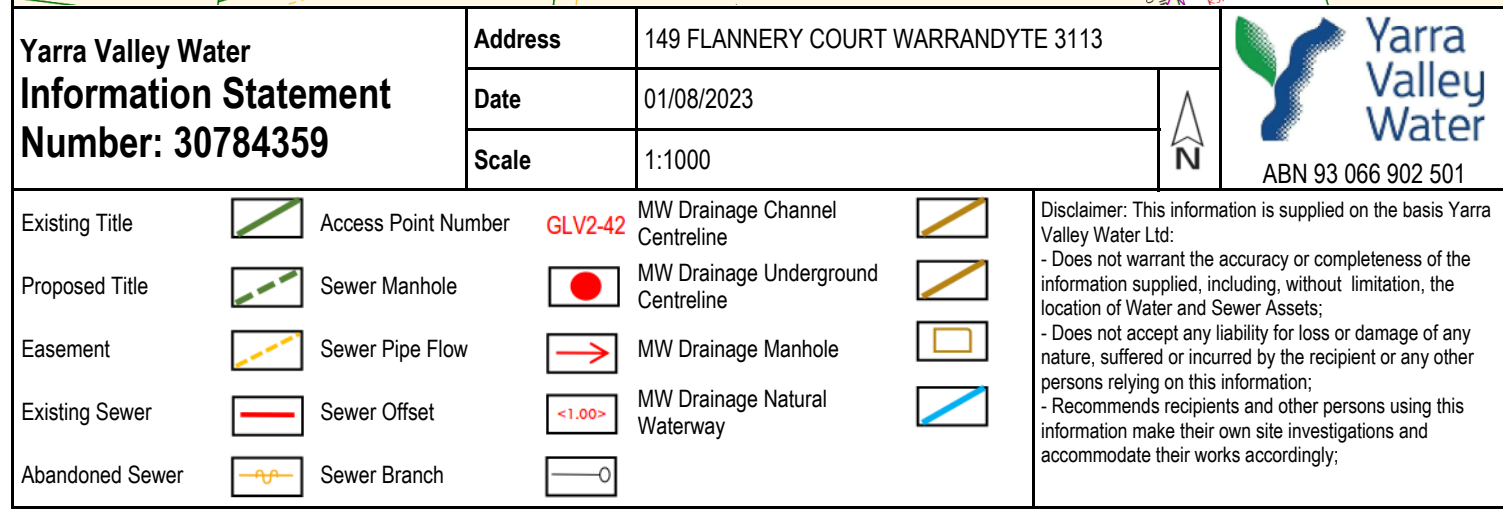
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



VICTORIAN STATEWIDE CONVEYANCING P/L.
janette@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 6609910848
Rate Certificate No: 30784359

Date of Issue: 01/08/2023
Your Ref: 20231054

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
149 FLANNERY CT, WARRANDYTE VIC 3113	5\PS421192	1559866	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	-\$27.22 cr
Total for This Property	\$23.81

Please note, from 1 July 2023:

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



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1559866

Address: 149 FLANNERY CT, WARRANDYTE VIC 3113

Water Information Statement Number: 30784359

HOW TO PAY



Biller Code: 314567
Ref: 66099108485

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20231054
Certificate No:	66381115
Issue Date:	01 AUG 2023
Enquiries:	ESYSPROD

Land Address: 149 FLANNERY COURT WARRANDYTE VIC 3113

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27352030			10461	507	\$4,575.00

Vendor: GEMMA CROWE & MARK CROWE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS GEMMA MICHELLE CROWE	2023	\$1,200,000	\$4,575.00	\$0.00	\$4,575.00

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,200,000
SITE VALUE:	\$1,200,000
CURRENT LAND TAX CHARGE:	\$4,575.00



Notes to Certificate - Land Tax

Certificate No: 66381115

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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus (\$1,200,000 - \$1,000,000) multiplied by 0.800 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66381115

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: 66381115

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20231054
Certificate No:	66381115
Issue Date:	01 AUG 2023

Land Address: 149 FLANNERY COURT WARRANDYTE VIC 3113

Lot	Plan	Volume	Folio
		10461	507

Vendor: GEMMA CROWE & MARK CROWE

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 66381115

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 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.

General information

8. 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.
9. 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.
10. 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: 66381112

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: 66381112

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.

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 5 PS421192

LOCAL GOVERNMENT (COUNCIL)

Manningham

LEGAL DESCRIPTION

5\PS421192

COUNCIL PROPERTY NUMBER

501527

LAND SIZE

4,000m² Approx

ORIENTATION

North

FRONTAGE

75.56m Approx

ZONES

LDRZ - Low Density Residential Zone

OVERLAYS

BMO - Bushfire Management Overlay
ESO - Environmental Significance Overlay - Schedule 4

Corelogic Property Data

HOUSE

 -  -  -

ROOF MATERIAL

Unavailable

FLOOR AREA

Unavailable

YEAR BUILT

Unavailable

WALL MATERIAL

Unavailable

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Warrandyte District

Schools

CLOSEST PRIVATE SCHOOLS

Donvale Christian College (1454 m)
Carey Baptist Grammar School - Donvale Campus (1547 m)
Our Lady of the Pines School (2193 m)

CLOSEST PRIMARY SCHOOLS

Andersons Creek Primary School (1709 m)

CLOSEST SECONDARY SCHOOLS

Warrandyte High School (1750 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 87 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 95 Homes

Council Information - Manningham

PHONE

03 9840 9333 (Manningham)

EMAIL

manningham@manningham.vic.gov.au

WEBSITE

<http://www.manningham.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

149 Flannery Court, Warrandyte Vic 3113

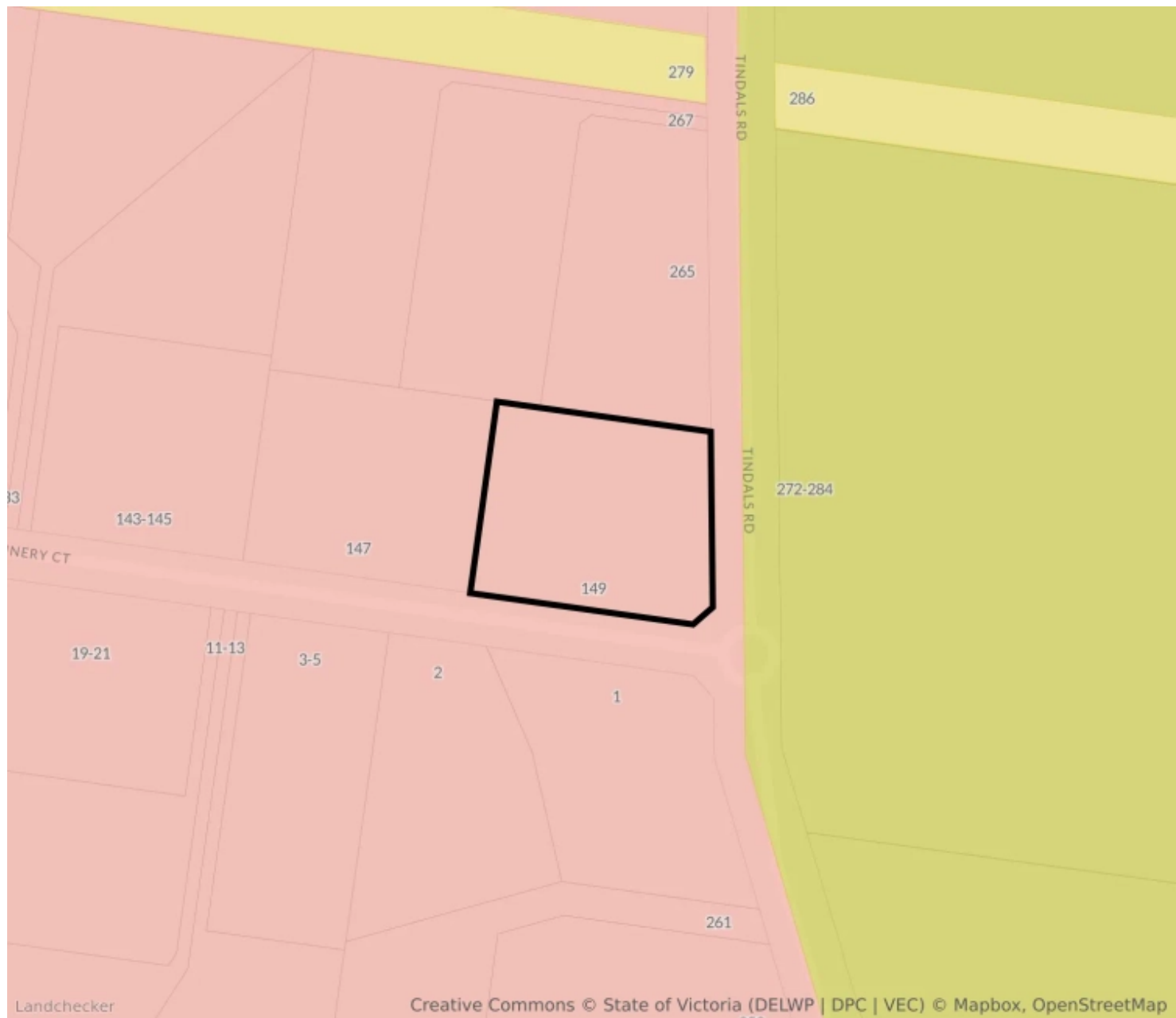
Status	Code	Date	Description
APPROVED	VC234	03/07/2023	The amendment clarifies noise requirements for wind energy facilities and the responsible authority for enforcement matters.
APPROVED	GC48	12/06/2023	Introduction of new and/or amended overlay controls to provide a consistent approach to the management of development within the Yarra River Corridor between Richmond and Warrandyte to reduce encroachment and protect its landscape and environmental qualities
APPROVED	VC227	05/06/2023	Amendment VC227 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to support the facilitation of container deposit scheme (CDS) infrastructure under the Victorian Governments, Recycling Victoria: a new economy policy.
APPROVED	GC98	23/05/2023	The amendment facilitates the North East Link Project.
APPROVED	VC171	22/05/2023	Amendment VC171 changes the Victoria Planning Provisions to strengthen coastal hazard planning, implements the Marine and Coastal Policy 2020 and makes minor administrative updates.
APPROVED	VC169	22/05/2023	Amendment VC169 changes the Planning Policy Framework to help direct balanced outcomes for housing growth and built form, while also clarifying and consolidating housing policy.
APPROVED	VC042	17/05/2023	Introduces the Sustainable Neighbourhoods Provisions for residential subdivision including changes to Clauses 19 55.03 and 56 to 56.09 introduces new transitional arrangements for subdivision at Clause 56.10 modifies subdivision application requirements in the residential zones applies Clause 56 provisions as subdivision application requirements to the Comprehensive Development Zone Priority Development Zone Incorporated Plan Overlay and Development Plan Overlay amends the coastal areas policies in Clause 15.08 to give effect to the land use and development strategies of the Victorian Coastal Strategy 2002 makes changes to the Victorian Planning Provisions to provide for geothermal energy extraction in Clauses 35.06 35.07 35.08 42.01 42.02 42.03 44.01 44.02 52.08 52.17 62 66 74 and 75 amends Clause 52.29 to introduce a decision guideline for road network safety and efficiency regarding access to adjoining properties to respond to the Road Management Act 2004 introduces a new Particular Provision – Clause 52.36 that includes the Director of Public Transport as a referral authority and makes other administrative changes updates and corrections to the Victoria Planning Provisions..

Status	Code	Date	Description
APPROVED	VC147	16/05/2023	enables the online publishing of planning schemes through the Department of Environment, Land, Water and Planning's new Amendment Tracking System (ATS). The Amendment does not change the operation of policy or the effect of provisions in planning schemes?.
APPROVED	C133mann	03/05/2023	Replaces the Local Planning Policy Framework of the Manningham Planning Scheme with a new Municipal Planning Strategy at Clause 02, local policies within the Planning Policy Framework at Clauses 11-19 and a selected number of local schedules to overlays and operational provisions consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.
APPROVED	VC224	03/05/2023	Amends the Victoria Planning Provisions and all planning schemes that relate to declared irrigation districts and solar energy facilities, delivery exemptions, electorate offices, Future Homes, healthy waterways, land use terms, stormwater management and tree removal under VicSmart.
APPROVED	VC226	03/05/2023	Amendment VC226 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to support emergency recovery, telecommunications, solar energy systems and community care accommodation.
APPROVED	C135mann	03/05/2023	The amendment facilitates the redevelopment of Bulleen Park for the purpose of sport and recreation facilities and its ongoing use as part of the broader North East Link project.
APPROVED	C137mann	03/05/2023	The amendment corrects errors in the mapping of the Special Building Overlay, Schedule 1 (SBO1) for properties along Hillcroft Drive, Fernbrook Way, Newlyn Close and Church Road, Templestowe.

PROPOSED PLANNING SCHEME AMENDMENTS

149 Flannery Court, Warrandyte Vic 3113

No proposed planning scheme amendments for this property



LDRZ – Low Density Residential Zone

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

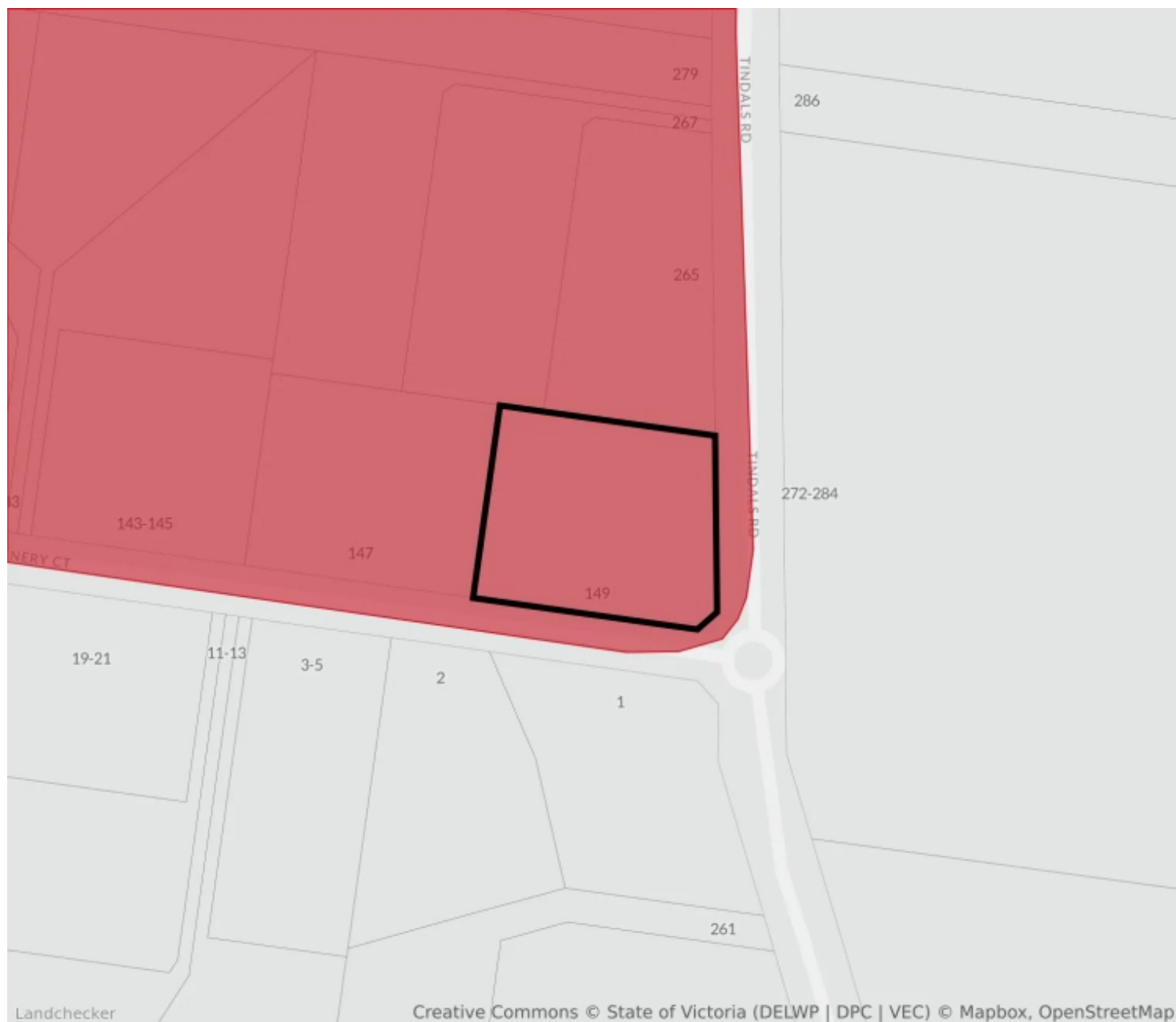
VPP 32.03 Low Density Residential Zone

LPP 32.03 Schedule To Clause 32.03 Low Density Residential Zone

For confirmation and detailed advice about this planning zone, please contact MANNINGHAM council on 03 9840 9333.

Other nearby planning zones

- PUZ – Public Use Zone
- RCZ – Rural Conservation Zone



BMO - Bushfire Management Overlay

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.

To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.

To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

VPP 44.06 Bushfire Management Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.



ESO4 - Environmental Significance Overlay - Schedule 4

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas where the development of land may be affected by environmental constraints.
To ensure that development is compatible with identified environmental values.

VPP 42.01 Environmental Significance Overlay

The sites covered by this schedule comprise those Core and Buffer Conservation Areas that are located within the Low Density Residential Zone. The background document Manningham City Council Sites of (Biological) Significance Review (2004) assessed vegetation throughout Manningham and identified areas of 'Core Habitat' (known as 'Biosites' or 'Core Conservation Areas') and areas of 'Buffer Habitat' (known as Buffer Conservation Areas).Core Conservation Areas (Biosites) are the most intact and significant areas of indigenous vegetation within Manningham and contain the majority of Manningham's biodiversity assets. They have been assessed as being of national, state or regional biological significance. Buffer Conservation Areas whilst usually more modified from their presumed 'natural' condition than Core Conservation Areas, nevertheless have environmental values in their own right, as

well as providing additional (usually adjacent) habitat that supports the ecological integrity and function of Core Conservation Areas. Whilst the indigenous vegetation in Core and Buffer Conservation Areas provides the best habitat for indigenous flora and fauna, large planted trees that are native to Australia can also play a supporting role and contribute to landscape amenity. Large exotic trees also provide landscape value and contribute to a 'sense of place'. These areas are diverse in terms of topography, vegetation cover, road treatment, built form and site layout. The topography ranges from gently undulating land to steep slopes, prominent ridgelines and deep gullies. Key elements include the natural character, indigenous vegetation and tree cover, panoramic views and watercourses. The values of these areas are under threat due to a number of factors including vegetation loss, fragmentation of bushland areas, smaller size lots resulting in denser development, pest plant and animal invasion, soil erosion and hydrological changes. Some development has been unsympathetic to these issues, the result being vegetation loss, extensive earthworks and subdivision layouts that do not retain vegetation or follow natural contours. The environmental and landscape values of these areas need to be properly managed to ensure that their distinctive features are protected and enhanced. Built form should seek to be

subordinate to the landscape and avoid the loss of canopy trees and other significant vegetation. Background documents Manningham City Council Sites of (Biological) Significance Review (2004). Development Guide for Areas of Environmental and Landscape Significance (2011). Wildlife Movement and Habitat Needs in Manningham (2009). Locally Threatened Plants in Manningham (2010).

LPP 42.01 Schedule 4 To Clause 42.01 Environmental Significance Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

NEARBY OVERLAYS

149 Flannery Court, Warrandyte Vic 3113



ESO – Environmental Significance Overlay

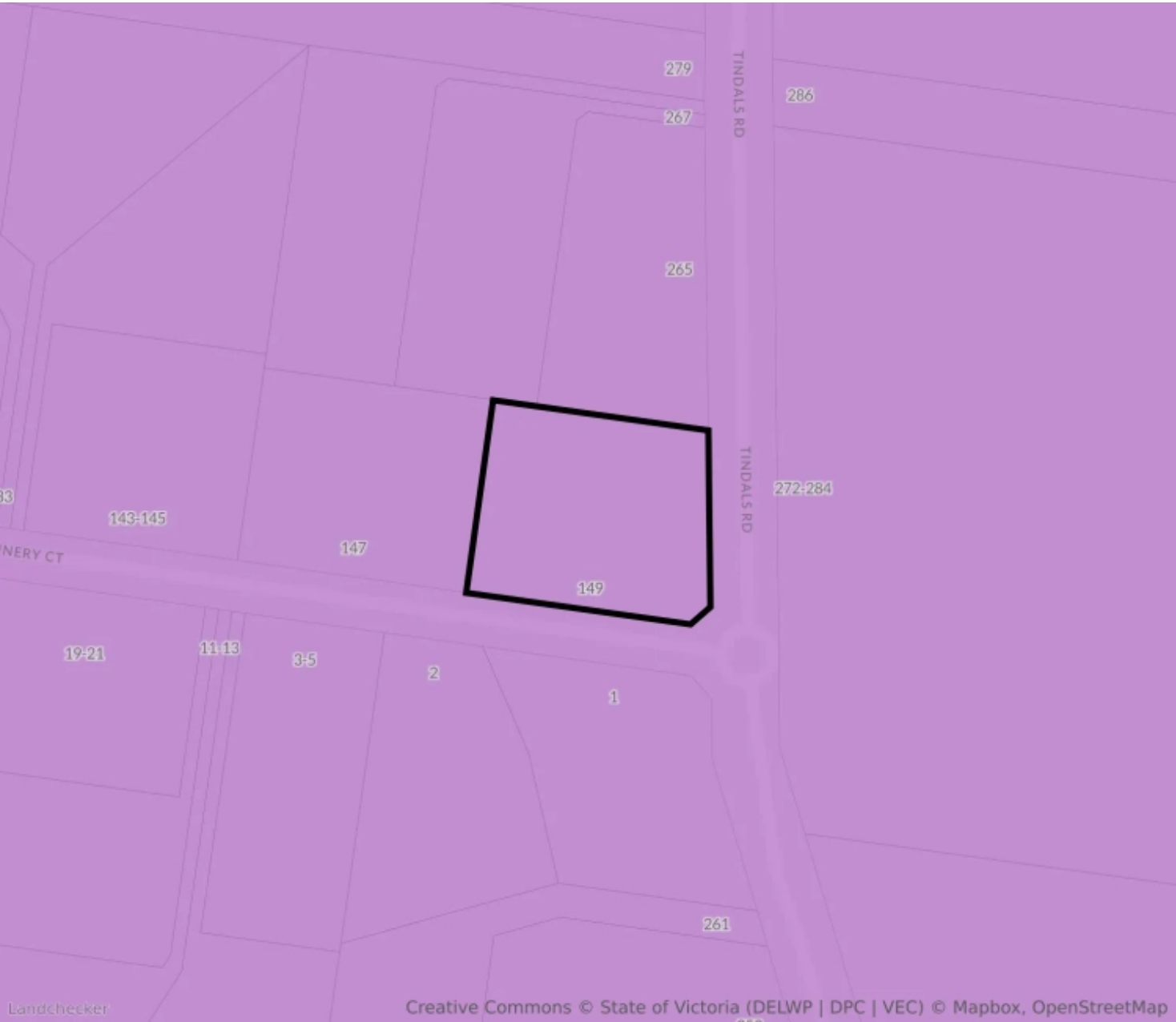
SLO – Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.
For confirmation and detailed advice about the cultural sensitivity of this property, please contact MANNINGHAM council on 03 9840 9333.



Bushfire Prone Area

This property is within a zone classified as a bushfire prone area.
For confirmation and detailed advice about the bushfire prone area of this property, please contact MANNINGHAM council on 03 9840 9333.



Easements

The easement displayed is indicative only and may represent a subset of the total easements.
For confirmation and detailed advice about the easement on or nearby this property, please contact MANNINGHAM council on 03 9840 9333.



No planning permit data available for this property.



Status	Code	Date	Address	Description
PENDING	PL03/014491	Received 11/04/2003	<u>112-130 Harris Gully Road, Warrandyte</u>	The subdivision of land through the restructure of existing lots and the use of each restructured lot for a dwelling - (Amended Layout)
APPROVED	PLN19/0620	28/05/2020	<u>123-125 Flannery Court, Warrandyte</u>	Use and development of the land for an illuminated private tennis court associated with the existing dwelling
APPROVED	PVN19/0056	11/07/2019	<u>139-141 Flannery Court, Warrandyte</u>	Buildings and works for the construction of a garage
REJECTED	PLN18/0271	20/07/2018	<u>135-137 Flannery Court, Warrandyte</u>	Buildings and works for the construction of a swimming pool and deck
APPROVED	PL17/027705	30/01/2018	<u>135-137 Flannery Court, Warrandyte</u>	Buildings and works for an upper level extension to the existing dwelling
APPROVED	PL16/026552	08/12/2016	<u>143-145 Flannery Court, Warrandyte</u>	Works and vegetation removal associated with installation of a swimming pool and associated landscaping installations

Status	Code	Date	Address	Description
APPROVED	PL16/026077	08/07/2016	<u>3-5 Flannery Court, Warrandyte</u>	Works associated with the alterations and additions to the existing dwelling
APPROVED	PL14/024479	22/10/2014	<u>265 Tindals Road, Warrandyte</u>	Earthworks associated with the installation of a rainwater tank
OTHER	PL13/023541	17/10/2013	<u>269 Tindals Road, Warrandyte</u>	Vegetation Removal - 1 native tree
APPROVED	PL11/021924	21/06/2011	<u>3-5 Flannery Court, Warrandyte</u>	Buildings and works for the construction of a shed
OTHER	PL10/021190	03/08/2010	<u>147 Flannery Court, Warrandyte</u>	NO PERMIT REQUIRED Construction of a driveway
OTHER	PL07/018360	12/07/2007	<u>1 Flannery Court, Warrandyte</u>	LAPSED The removal of 3 native trees and 1 exotic tree.
APPROVED	PL05/016743	13/10/2005	<u>139-141 Flannery Court, Warrandyte</u>	Construction of a carport
APPROVED	PL04/015458	08/06/2004	<u>15-17 Flannery Court, Warrandyte</u>	Earthworks associated with the construction of a swimming pool in accordance with the endorsed plans
APPROVED	PL03/014264	24/04/2003	<u>147 Flannery Court, Warrandyte</u>	Vegetation removal
APPROVED	PL02/014200	18/03/2003	<u>267 Tindals Road, Warrandyte</u>	Construction of a dwelling and associated earthworks
APPROVED	PL02/014225	06/03/2003	<u>265 Tindals Road, Warrandyte</u>	Construction of a dwelling
OTHER	PL02/013493	15/04/2002	<u>265 Tindals Road, Warrandyte</u>	WITHDRAWN - BUILDINGS AND WORKS, INCLUDING VEGETATION REMOVAL, ASSOCIATED WITH THE CONSTRUCTION OF A DOUBLE-STOREY DWELLING

For confirmation and detailed advice about this planning permits, please contact MANNINGHAM council on 03 9840 9333.

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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 01 August 2023 09:28 AM

PROPERTY DETAILS

Address: **149 FLANNERY COURT WARRANDYTE 3113**
Lot and Plan Number: **Lot 5 PS421192**
Standard Parcel Identifier (SPI): **5\PS421192**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **501527**
Planning Scheme: **Manningham**
Directory Reference: **Melway 34 K6**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

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: **WARRANDYTE**

OTHER

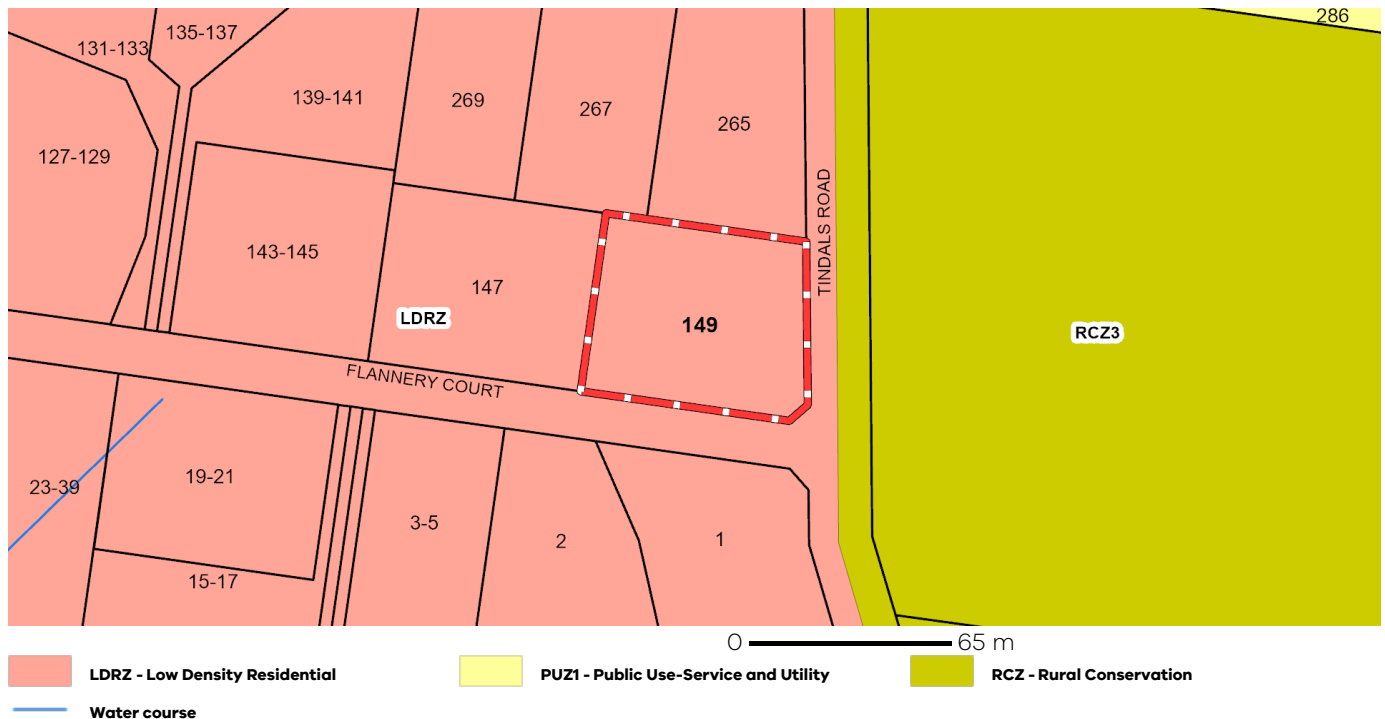
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)



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

Further Planning Information

Planning scheme data last updated on 26 July 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#)

Enquiries to: Statutory Building Team
Telephone: 9840 9430

Victorian Statewide Conveyancing
S1, L1, 58-60 Victor Crescent
NARRE WARREN VIC 3805

Issue date: 02 August 2023

Reference: 20231054
Property: 149 Flannery Court WARRANDYTE VIC 3113
Legal Description: Lot 5 PS 421192Q Vol 10461 Fol 507
Council Reference Number: Binf23/45451

RESPONSE TO REQUEST FOR INFORMATION REGULATION 51.1

Building Permits issued in the preceding ten (10) years

NIL

Details of any current Notices/Orders issued under *Building Act*

NIL

Please note below the deadline for lodgement of the required Swimming Pool/Spa Safety Barrier Compliance Certificate for all
properties containing swimming pools and/or spas:

Pool/spa construction date	First Compliance certificate must be lodged by
On or before 30 June 1994	1 June 2022
From 1 July 1994 until 30 April 2010	1 June 2023
From 1 May 2010 until 31 October 2020	1 June 2024

Manningham Council



Interpreter service
9840 9355

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Manningham Council
699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108
p 03 9840 9333 f 03 9848 3110
e manningham@manningham.vic.gov.au
ABN 61 498 471 081 www.manningham.vic.gov.au

STATUTORY PLANNING

OFFICIAL WARNING

Warning Number
920382
Manningham City Council
699 Doncaster Road, Doncaster

CONTACT US
03 9840 9333
www.manningham.vic.gov.au

Gemma M Crowe
149 Flannery Court
WARRANDYTE VIC 3113



OFFICIAL WARNING

ISSUE DATE: 23/02/2022

OFFENCE DETAILS

WARNING NUMBER	920382
OFFENCE DATE	01/01/2022 – 13/01/2022
OFFENCE TIME	12:00AM
PLACE OF OFFENCE	149 Flannery Court, Warrandyte VIC 3113
ACT / LEGISLATION	PLANNING AND ENVIRONMENT ACT 1987 SECTION 126
OFFENCE CODE	PL001
OFFENCE DESCRIPTION	Conducting works on the land without first obtaining a planning permit, specifically removal of Victorian Native trees in contravention of Schedule 4 to Clause 42.01 'Environmental Significance Overlay' of the Manningham Planning Scheme.
ISSUING OFFICER	918
ENFORCEMENT AGENCY	Manningham City Council

REMEDIAL DETAILS

REMEDIAL ACTION	In order to offset the loss of the removed trees the following conditions must be complied with: a) A minimum of five (5) canopy trees indigenous to the local area, (i.e. Eucalyptus naturally occurring in the relevant EVC appropriate to replanting site location) must be planted within the site. b) All proposed canopy trees must be capable of reaching a minimum mature height of 8.0m. The trees must be of advanced stock (minimum 14L/30cm pot size and 1m tall at time of planting). c) Replacement canopy trees must not be located below the canopy of an existing tree or within 4m of a fenced boundary or a building. Planting in accordance of this enforcement order must be carried out by the Remedial Due Date below, to the satisfaction of the Responsible Authority. Such planting must be maintained to the satisfaction of the Responsible Authority.
REMEDIAL DUE DATE	22/04/2022

Infringements Act 2006

Interpreter service  **9840 9355**

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DO YOU UNDERSTAND THIS NOTICE?

If you do not understand this document, you should seek advice from:

- A lawyer
- The Registrar of the Magistrates Court, or Children's Court
- Victoria Legal Aid

Manningham Council

699 Doncaster Road, Doncaster Victoria 3108 PO Box 1, Doncaster 3108
p 03 9840 3333 f 03 9848 3110 e manningham@manningham.vic.gov.au



Ref.: INF/920382
Enquiries: Nick Hulston
Telephone: 0499 311 052
Email: nick.hulston@manningham.vic.gov.au

24 February 2022

Gemma Crowe
149 Flannery Court
WARRANDYTE VIC 3113

Dear Ms Crowe,

Breach of Manningham Planning Scheme

Offence location: 149 Flannery Court, Warrandyte VIC 3113 ('the Land')

Attached is Planning Official Warning 920382 issued for failing to comply with Schedule 4 to Clause 42.01 of the Manningham Planning Scheme applying to the Land.

The matter must be brought into compliance as required by the due date specified in the notice.

Please note failure to comply with the requirements of the Warning by the due date may result in the issuing of a Planning Infringement Notice or legal proceedings in the Magistrates' Court pursuant to Section 126 of the *Planning and Environment Act 1987*. Council will seek to recover all associated costs if further legal action is required. Clearly this is not our preferred course of action.

If you have any queries regarding the above, please contact Nick Hulston on 0499 311 052.

Yours sincerely,

Nick Hulston
Senior Planning Compliance Officer



Interpreter service

9840 9355

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Manningham Council

699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108

p 03 9840 9333 f 03 9848 3110

e manningham@manningham.vic.gov.au

ABN 61 498 471 081 www.manningham.vic.gov.au



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Peter Gajanovic
58-60 Victor Cres
NARRE WARREN 3805

Client Reference: 20231054

NO PROPOSALS. As at the 1th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

149 FLANNERY COURT, WARRANDYTE 3113
CITY OF MANNINGHAM

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: 1th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69743987 - 69743987093147 '20231054'

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