

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 21 Warnes Road, Mitcham VIC 3132

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

Gregory Scott Hetherington
21 Warnes Road, Mitcham VIC 3132

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: TG:20231116 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 08078 Folio 474	77	008022

PROPERTY ADDRESS

The address of the land is:

21 Warnes Road, Mitcham VIC 3132

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

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

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.

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

***Residential tenancy agreement for a fixed term ending

***Periodic residential tenancy agreement determinable by notice

***Lease for a term ending.....with.....option to renew, each of..... years

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:
- 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
 - 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:
- 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;
 - 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
 - otherwise comply, or ensure compliance, with this special condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- 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
 - 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:
- 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:
 - 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:	Gregory Scott Hetherington
Property:	21 Warnes Road, Mitcham VIC 3132



VICTORIAN
STATEWIDE
CONVEYANCING

VENDORS REPRESENTATIVE

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

Email: info@victorianstatewide.com.au

Ref: TG:20231116

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Whitehorse City Council	\$1876.70	Per annum
Yarra Valley Water	\$748.04	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 \$3200.00

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: Whitehorse City Council Planning Scheme

Responsible Authority: Whitehorse City Council

Zoning: Neighbourhood Residential Zone (NRZ) (Whitehorse), Neighbourhood Residential Zone – Schedule 3 (NRZ3) (Whitehorse)

Planning Overlay/s: Significant Landscape Overlay (SLO)(Whitehorse); Significant Landscape Overlay- Schedule 9 (SLO9)(Whitehorse)

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:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: 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	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I TITLE

Attached are the following document/s concerning Title:

1. Register search statement Volume 08078 Folio 474
2. Plan of subdivision 008022

DATE OF THIS STATEMENT

	/		/20	
----------------------	---	----------------------	-----	----------------------

Name of the Vendor

Gregory Scott Hetherington

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 1

VOLUME 08078 FOLIO 474

Security no : 124108282042G
Produced 11/08/2023 01:52 PM

LAND DESCRIPTION

Lot 77 on Plan of Subdivision 008022.
PARENT TITLE Volume 07592 Folio 090
Created by instrument 2682328 15/10/1954

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GREGORY SCOTT HETHERINGTON of 21 WARNES RD MITCHAM 3132
W172881S 21/07/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE W172882P 21/07/1999
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP008022 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 21 WARNES ROAD MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



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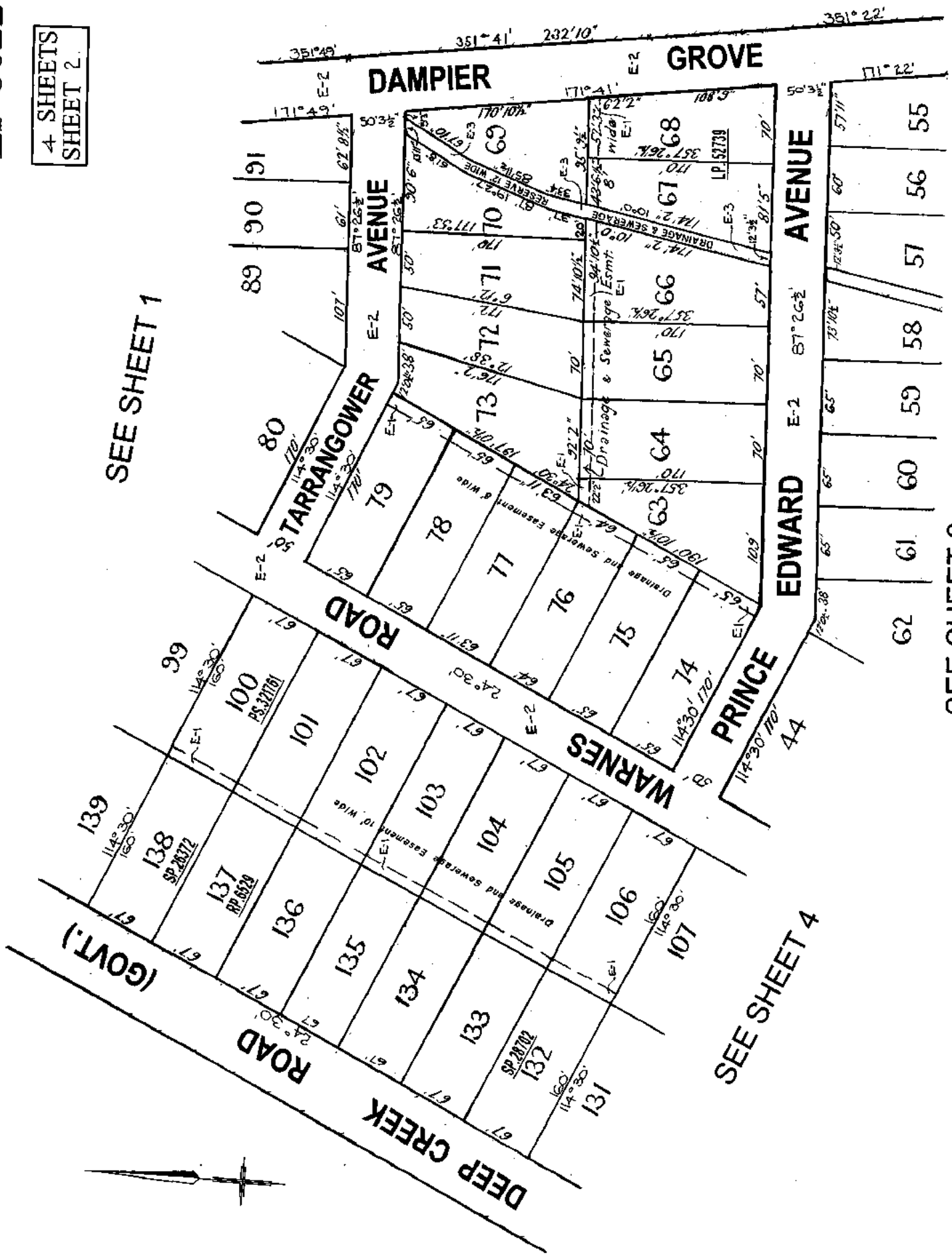
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SEE SHEET 4

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EDWARD

AVENUE

PRINCE

ROAD

SEE SHEET 4

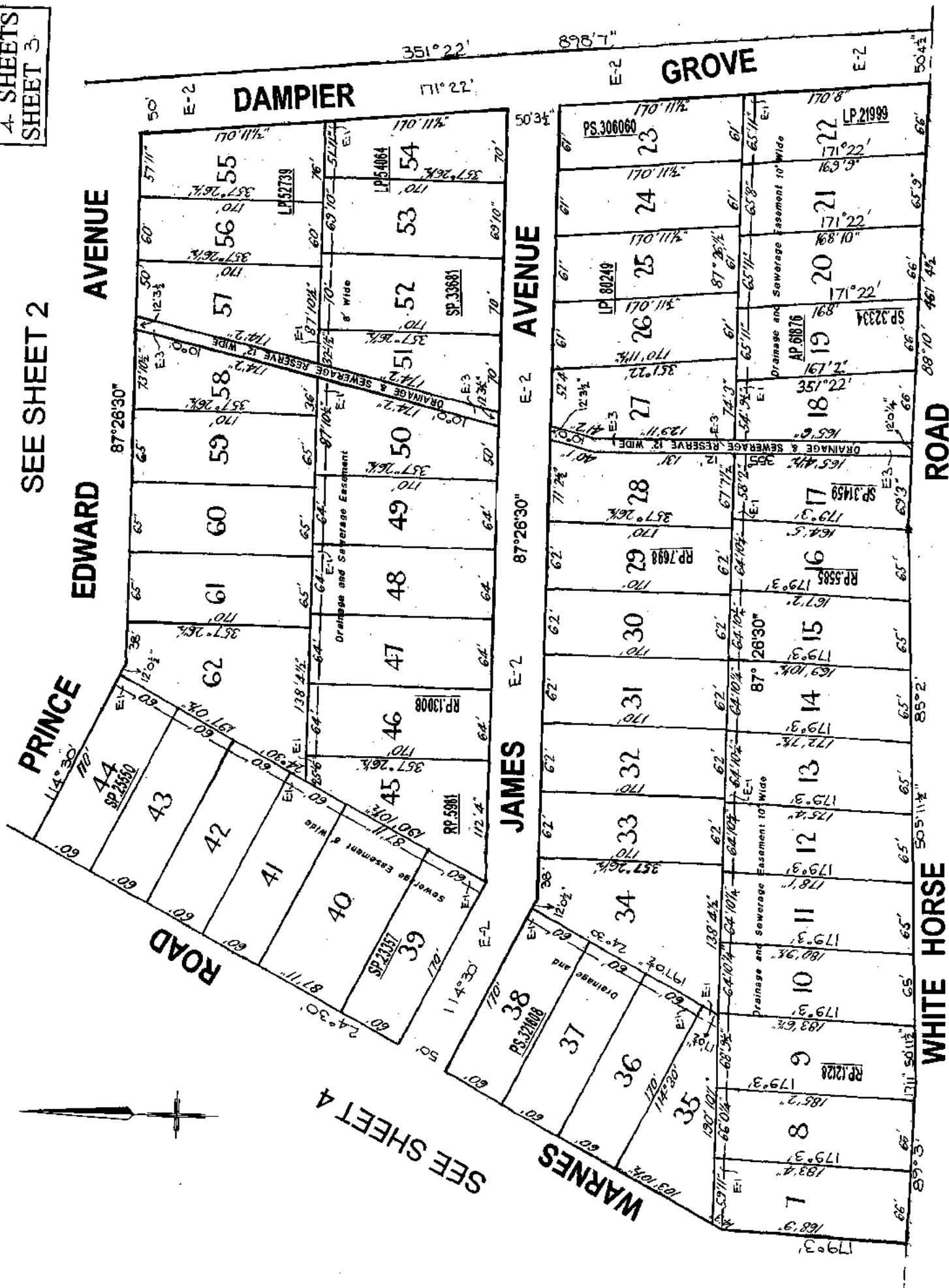
JAMES

WARNES

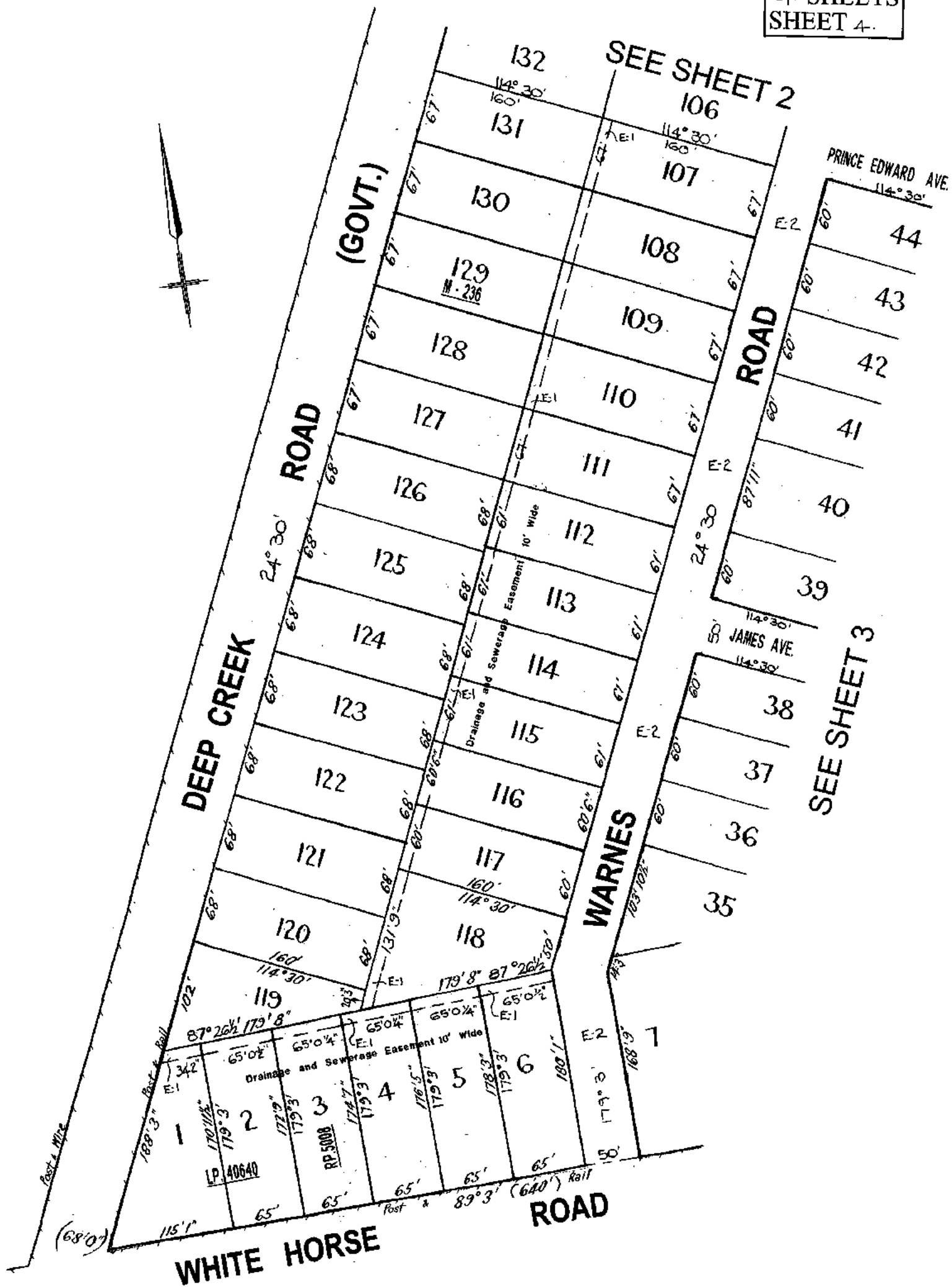
AVENUE

WHITE HORSE

ROAD



4 SHEETS
SHEET 4.





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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:



22 JUN 1999

Approved Form T1
Victorian Land Titles Office

W172881S
210799 0916 45 \$0



CONTROL

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land:

Certificate of Title Volume 8078 Folio 474

Estate and Interest:

All My Estate In Fee Simple

Consideration:

PURSUANT TO THE BREAKDOWN OF A DE FACTO RELATIONSHIP

Transferor:

KATE MAREE HOSKIN

Transferee:

GREGORY SCOTT HETHERINGTON
of 21 Warnes Road MITCHAM 3132

Directing Party:

NIL

Dated: DO NOT DATE 11.2.99

Execution and Attestation

Signed by the Transferor
in the presence of:

Kate Hoskin

witness:

M. Lere

Signed by the Transferee
in the presence of:

x G. reg. Hetherington

witness:

x Y. Lozano

Approval No. 7539703A

ORDER TO REGISTER

STAMP DUTY USE ONLY

T1

Please register and issue title to

Page 1 of 1

Signed

Cust. Code:



Customised Databases

Not Chargeable Pursuant To
Heading 6 Exemption E20-C-II
USE 422815 11-FEB-1999
Stamp Duty Victoria, MXE1

THE BACK OF THIS FORM MUST NOT BE USED

AP 22/7/99
23.6.99



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 1105

Date of Issue: 14 August 2023

Applicant's Reference: 20231116:51901

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	16844	Check Digit:	3
Property Description:	LOT 77 LP 8022		
Property Address:	21 Warnes Road, MITCHAM VIC 3132		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2023 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2023.

Site Value:	\$920,000
Capital Improved Value:	\$980,000
Net Annual Value:	\$49,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024 DECLARED BY COUNCIL 26 JUNE 2023

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

General Rates	1,387.00
FSPL Fixed Charge	125.00
FSPL Variable Rate	45.05
Waste Service Charges	319.65
TOTAL CURRENT LEVIED	\$1,876.70

OTHER CHARGES

Arrears	6,226.35
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$6,226.35

TOTAL AMOUNT OUTSTANDING **\$8,103.05**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2023/2024 rating year, due dates for instalments are 2 October 2023, 30 November 2023, 28 February 2024 and 31 May 2024. Due date for lump sum payment is 15 February 2024.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 120L

Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:

<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:

A handwritten signature in blue ink, appearing to read 'G. M. Stull', is written over a horizontal line.

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000168443
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

11th August 2023

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	21 WARNES ROAD MITCHAM 3132
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30787105
Conveyancing Account Number	8998494776
Your Reference	20231116

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address 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	21 WARNES ROAD MITCHAM 3132
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	21 WARNES ROAD MITCHAM 3132
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STATEMENT UNDER SECTION 158 WATER ACT 1989

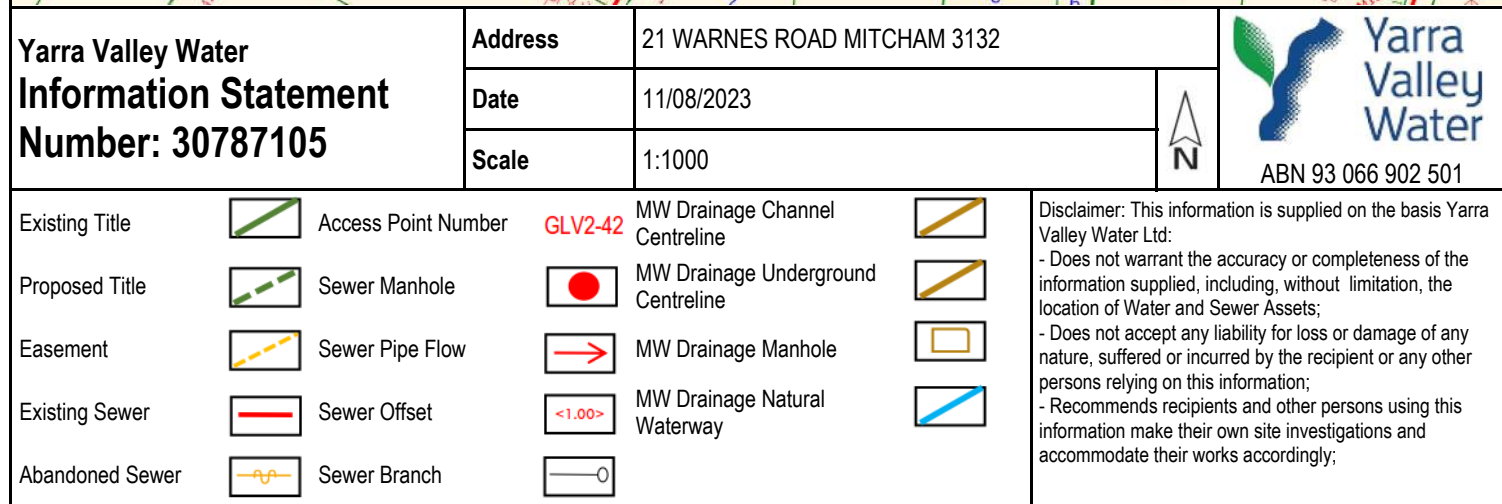
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



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

RATES CERTIFICATE

Account No: 8224710000
Rate Certificate No: 30787105

Date of Issue: 11/08/2023
Your Ref: 20231116

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
21 WARNES RD, MITCHAM VIC 3132	77\LP8022	1269534	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$0.00
Residential Water Usage Charge <i>Step 1 – 24.110000kL x \$2.44510000 = \$58.95</i> Estimated Average Daily Usage \$0.84	21-04-2023 to 30-06-2023	\$58.95	\$0.00
Residential Water and Sewer Usage Charge ** <i>Step 1 – 6.890000kL x \$3.34380000 = \$23.04</i> Estimated Average Daily Usage \$1.21	01-07-2023 to 20-07-2023	\$23.04	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$0.00
Residential Sewer Usage Charge <i>24.111111kL x 0.947226 = 22.8386706 x 0.900000 = 20.554804 x \$1.15400000 = \$23.72</i> Estimated Average Daily Usage \$0.34	21-04-2023 to 30-06-2023	\$23.72	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00
Other Charges:			
Interest No interest applicable at this time			
No further charges applicable to this property			
Balance Brought Forward			-\$845.29 cr
Total for This Property			-\$845.29 cr

Please note, from 1 July 2023:

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

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



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: 1269534

Address: 21 WARNES RD, MITCHAM VIC 3132

Water Information Statement Number: 30787105

HOW TO PAY



Biller Code: 314567
Ref: 82247100005

Amount
Paid

Date
Paid

Receipt
Number



29 January 1999

Mr Greg Hetheringham
21 Warnes Road
MITCHAM 3132

Dear Sir

PROPERTY: 21 Warnes Road, Mitcham
OUR REF: BOE 5440
ENQUIRIES: Philip Taverna

Thank you for your application dated 20 January 1999 to place a Garden Shed on a concrete slab over the easement and sewer at the above property

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, provided the work is carried out in accordance with the attached registered plan

A 150mm diameter sewer is located within the easement at an offset of 1.14 metres from the rear boundary and is approximately 4.00 metres deep

CONDITIONS OF APPROVAL

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the shed being located over it

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer

Yarra Valley Water will not be responsible for any damage caused to the shed as a result of it being located over the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

A plan showing the sewer layout is included for your information

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question

This approval will lapse if the work is not completed within 12 months

Yarra Valley Water Ltd
ACN 066 902 501

Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204
Telephone (03) 9874 2122
Facsimile (03) 9872 1353

General Enquiries 131 721
Email enquiry@yvw.com.au
Internet www.yvw.com.au

381967



Quality
Endorsed
Company

ISO 9001:2000



Certified
Environmental
Management
AS/NZS 1538:1996
ISO 14001

YFOR 3400

381967

I will be glad to answer any question you may have

Yours sincerely

A handwritten signature in black ink, appearing to read 'Philip Taverna', with a horizontal line extending to the right.

Philip Taverna
Business Customer Services

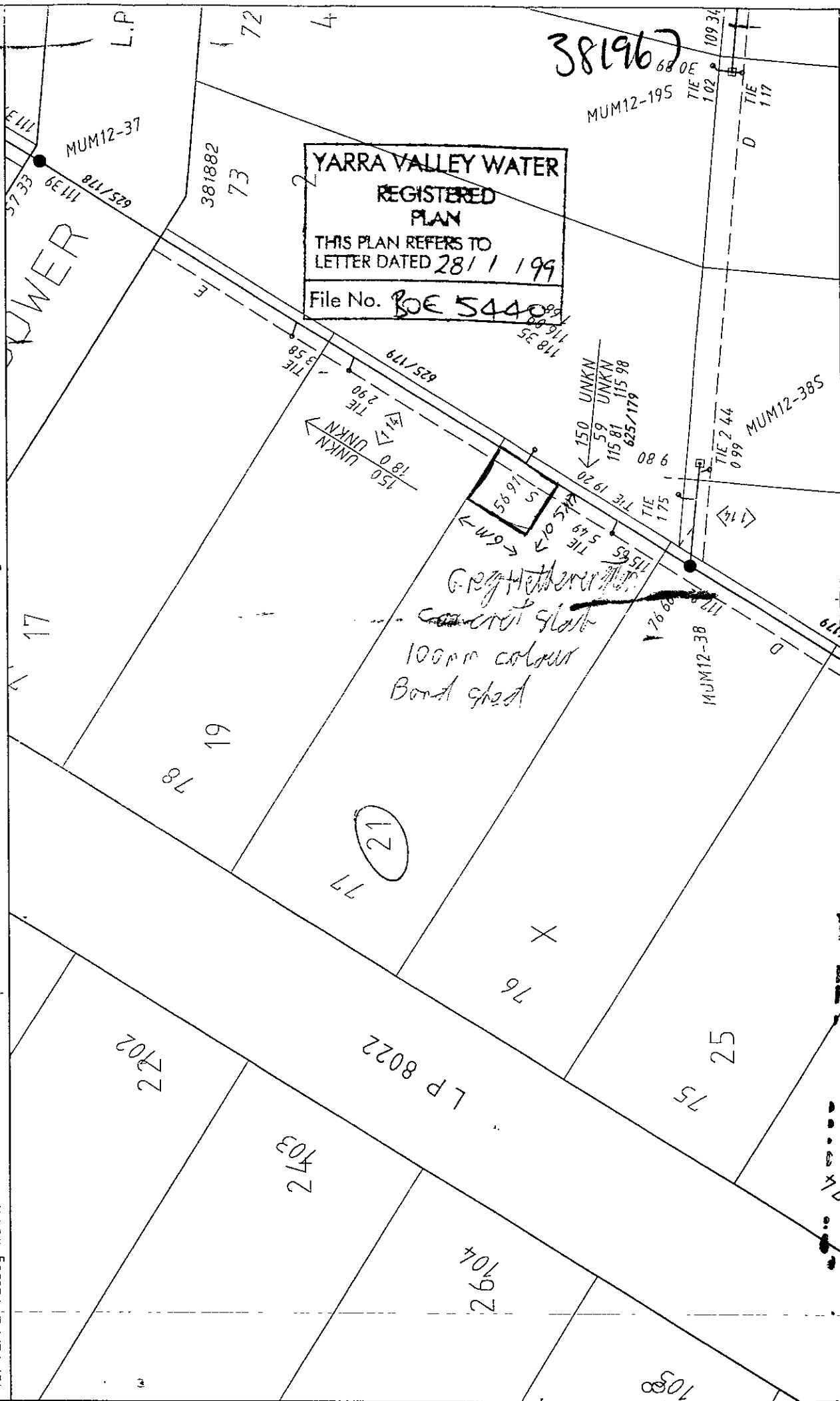


Yarra Valley
Water

SERVICE PLAN SCREEN PLOT

SCALE 1500
DATE 20/01/1999 15 51

(c) Yarra Valley Water Ltd 1996 This plan is to be used for the location of Yarra Valley Water's assets only and is not to be used for any other purpose





**APPLICATION TO BUILD OVER YARRA
VALLEY WATER ASSETS AND EASEMENTS**

FILE NUMBER 308 5440

APPLICATION FEE \$40.00

* PLEASE SEE REVERSE FOR CONDITIONS OF APPROVAL

(A copy of design drawings including site plan must be submitted with this application)

PROPERTY DETAILS

STREET NUMBER 21 LOT NUMBER
STREET NAME WARNES RD MUNICIPALITY MITCHAM
POSTCODE 3132 MELWAY REF

OWNERS DETAILS

NAME Greg Hetherington
ADDRESS 21 Warnes Rd Mitcham
POSTCODE 3132 PHONE NUMBER (home) 9374 2434
SIGNATURE Greg Hetherington (business) 0412 635 220
DATE 20/1/99 (fax)

APPLICANTS DETAILS (if same as Owner, write 'As Above')

NAME
ADDRESS
POSTCODE PHONE NUMBER (home)
SIGNATURE (business)
DATE (fax)

CREDIT CARD NUMBER

EXPIRY DATE

ACCOUNT NUMBER PLUM

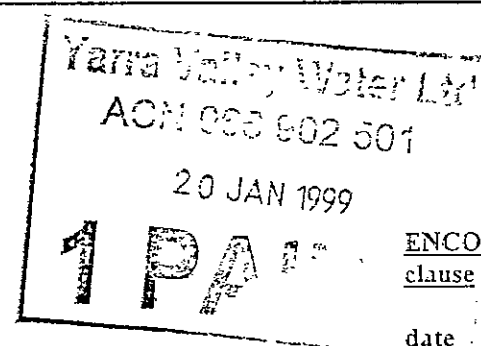
PAID
NAME
DATE

OFFICE USE ONLY

APPROVED

.....
YARRA VALLEY WATER

Date



ENCODING
clause
date

Yarra Valley Water Limited
ACN 066902501

Lucknow Street Mitcham, PO Private Bag 1 Mitcham 3132
Telephone 131695 Facsimile 9372 2692



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21 Warnes Road
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A plan showing the sewer layout is included for your information

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question

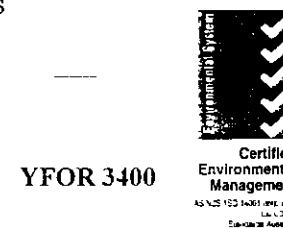
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Business Customer Services

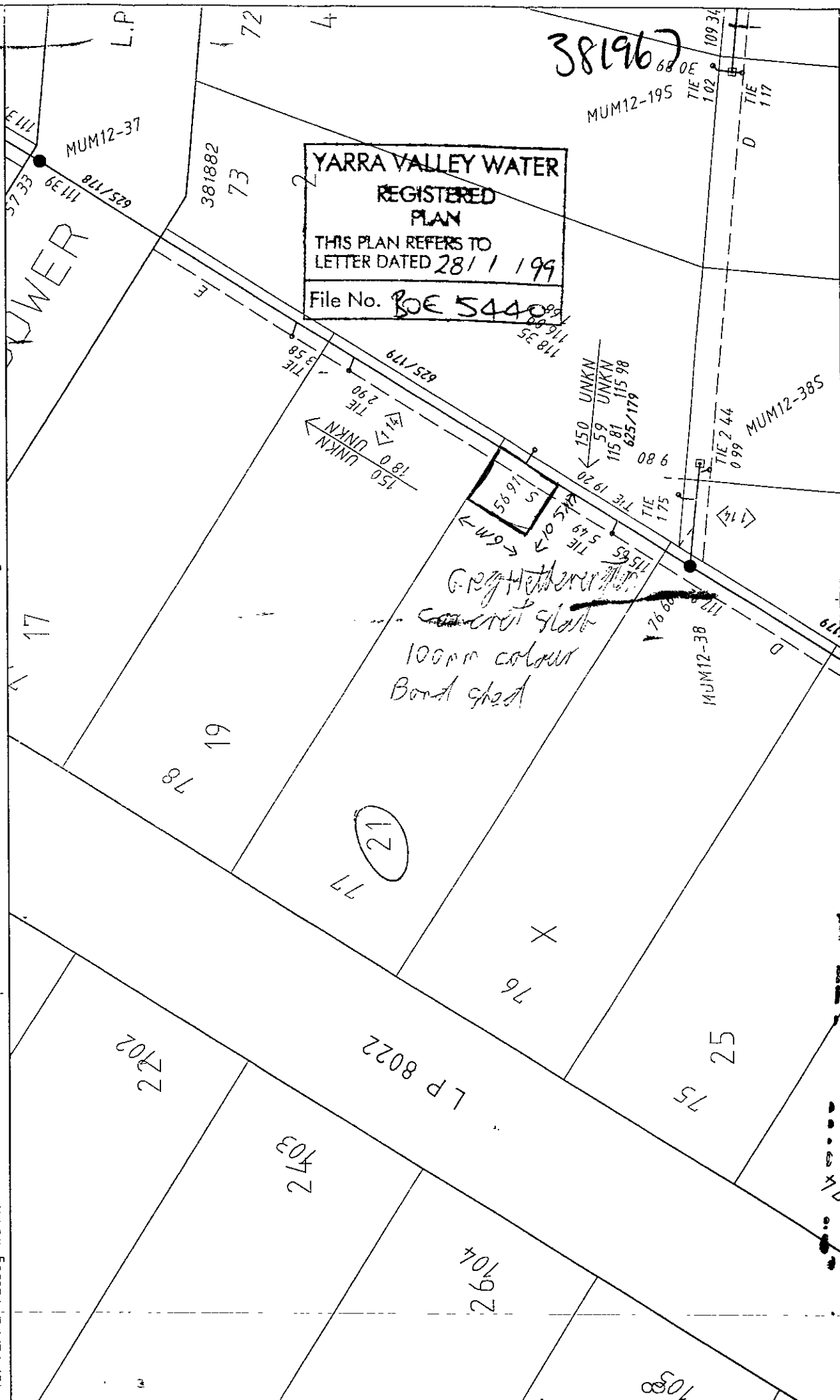


Yarra Valley
Water

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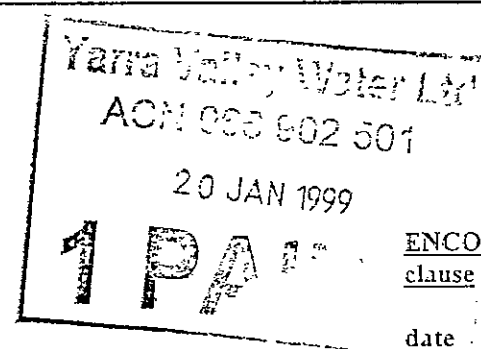
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Lucknow Street Mitcham, PO Private Bag 1 Mitcham 3132
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YFOR 3400

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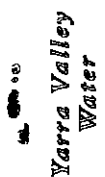
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Philip Taverna
Business Customer Services



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SCREEN PLOT

SCALE 1500
DATE 20/01

DATE 20/01/1999 15 51

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YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 28 / 1 / 99
File No. BOE 54402

Grey Hetherer
- cannot start
100mm colour
Bond sheet



**APPLICATION TO BUILD OVER YARRA
VALLEY WATER ASSETS AND EASEMENTS**

FILE NUMBER 308 5440

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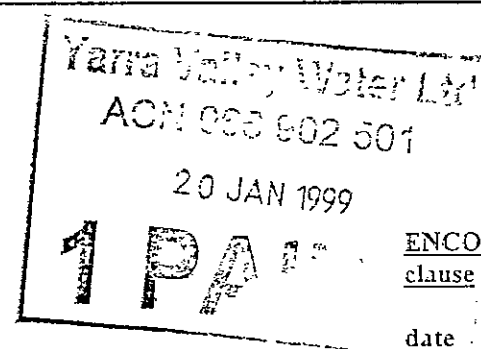
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YARRA VALLEY WATER

Date



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Yarra Valley Water Limited
ACN 066902501

Lucknow Street Mitcham, PO Private Bag 1 Mitcham 3132
Telephone 131695 Facsimile 9372 2692

Property Clearance Certificate

Land Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	2023 1116
Certificate No:	66521210
Issue Date:	11 AUG 2023
Enquiries:	ESYSPROD

Land Address: 21 WARNES ROAD MITCHAM VIC 3132

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10889254			8078	474	\$0.00

Vendor: GREGORY HETHERINGTON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GREGORY SCOTT HETHERINGTON	2023	\$950,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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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:	\$1,010,000
SITE VALUE:	\$950,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 66521210

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 = \$2,725.00

Taxable Value = \$950,000

Calculated as \$975 plus (\$950,000 - \$600,000) multiplied by 0.500 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66521210

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: 66521210

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:	2023 1116
Certificate No:	66521210
Issue Date:	11 AUG 2023

Land Address: 21 WARNES ROAD MITCHAM VIC 3132

Lot	Plan	Volume	Folio
		8078	474

Vendor: GREGORY HETHERINGTON
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: 66521210

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: 66521212

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: 66521212

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.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 14 August 2023
Applicant Reference: 20231116:51901

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: LOT 77 LP 8022
Property Address: 21 Warnes Road, MITCHAM VIC 3132

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.



**** 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: 2023116

NO PROPOSALS. As at the 11th 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®.

21 WARNES ROAD, MITCHAM 3132
CITY OF WHITEHORSE

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: 11th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69865971 - 69865971135218 '2023116'

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 77 LP8022

LOCAL GOVERNMENT (COUNCIL)

Whitehorse

LEGAL DESCRIPTION

77\LP8022

COUNCIL PROPERTY NUMBER

207986

LAND SIZE

1,009m² Approx

ORIENTATION

East

FRONTAGE

19.48m Approx

ZONES

NRZ - Neighbourhood Residential Zone - Schedule 3

OVERLAYS

SLO - Significant Landscape Overlay - Schedule 9

Corelogic Property Data

HOUSE

 2  -  -

ROOF MATERIAL

Unavailable

FLOOR AREA

105m² Approx

YEAR BUILT

Unavailable

WALL MATERIAL

Unavailable

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Ringwood District

Schools

CLOSEST PRIVATE SCHOOLS

Our Lady of Perpetual Help School (1767 m)
St John's School (1936 m)
St James' School (2506 m)

CLOSEST PRIMARY SCHOOLS

Antonio Park Primary School (549 m)

CLOSEST SECONDARY SCHOOLS

Mullauna Secondary College (2051 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 175 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 120 Homes

Council Information - Whitehorse

PHONE

03 9262 6303 (Whitehorse)

EMAIL

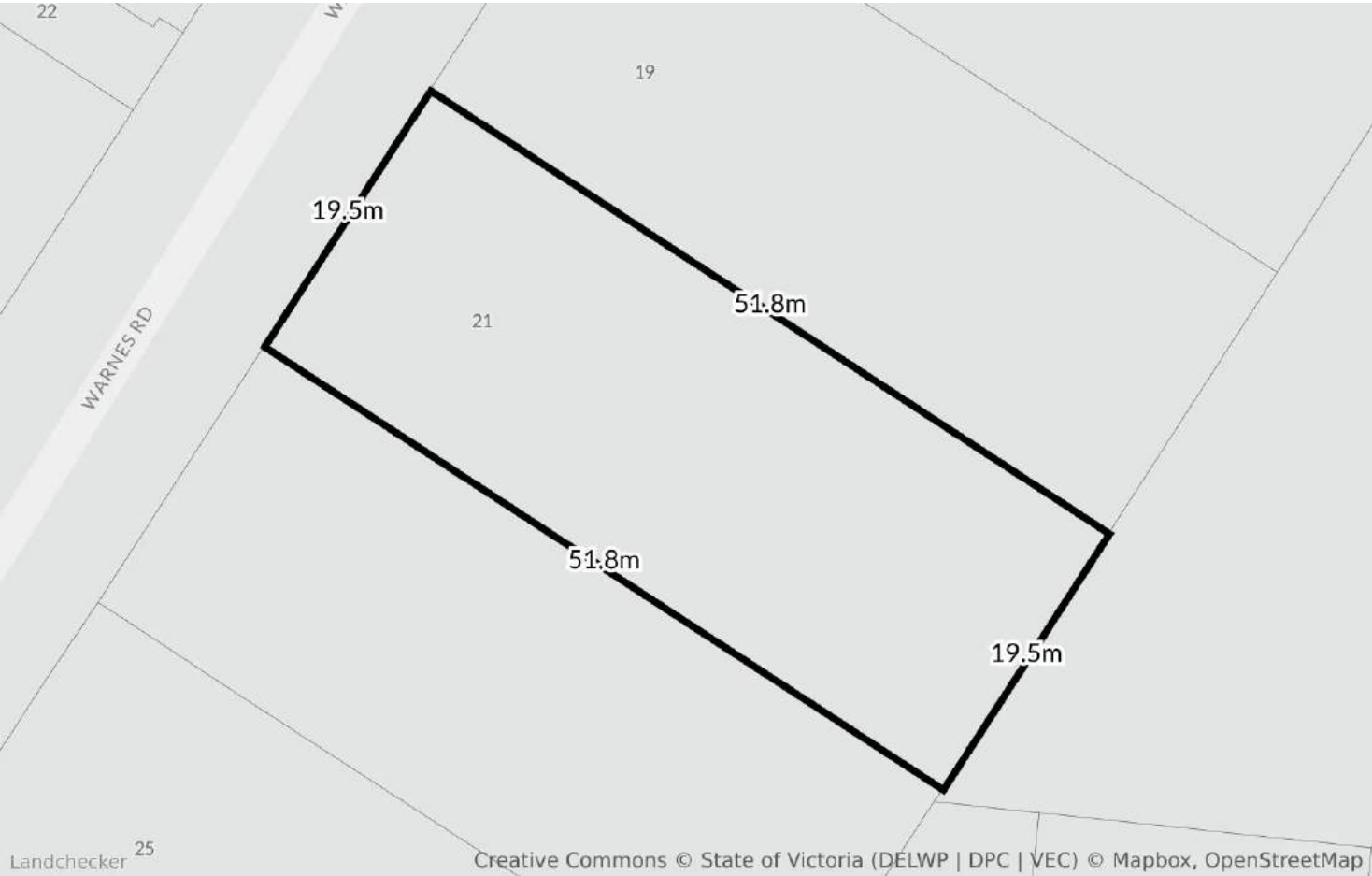
customer.service@whitehorse.vic.gov.au

WEBSITE

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

SITE DIMENSIONS

21 Warnes Road, Mitcham Vic 3132



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

21 Warnes Road, Mitcham Vic 3132

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	C222whse	09/06/2023	Makes administrative, formatting and technical changes to local provisions of the Whitehorse Planning Scheme to reflect reforms introduced by Amendment VC142 and VC148 and to ensure consistency with the Ministerial Direction on the Form and Content of Planning Schemes, as part of the Smart Planning Program.
APPROVED	NPS1	07/06/2023	New planning scheme for the whole of the municipal district as required by the Planning and Environment (Planning Schemes) Act 1996
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	C247whse	01/06/2023	Extend expiry clause for SLO for 12 months
APPROVED	GC98	23/05/2023	The amendment facilitates the North East Link Project.
APPROVED	GC197	22/05/2023	Planning Scheme amendment to facilitate the use and development of the Suburban Rail Loop East project.
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	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	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

Status	Code	Date	Description
			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..
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?.

PROPOSED PLANNING SCHEME AMENDMENTS

21 Warnes Road, Mitcham Vic 3132

Status	Code	Date	Description
PROPOSED	C24lwhse	07/06/2023	The amendment seeks to implement the Whitehorse Development Contributions Plan (Whitehorse City Council, June 2022) by applying Schedule 1 to Clause 45.06 Development Contributions Plan Overlay (DCPO1) to all land within the municipality.
PROPOSED	C220whse	01/05/2023	The Amendment implements the outcomes of the Whitehorse Residential Corridors Built Form Study 2019 by introducing and applying Schedule 11 of the Design and Development Overlay to land included in the Residential Growth Zone along key road corridors in Whitehorse and making minor policy changes.
PROPOSED	C230whse	16/03/2023	Rezone the land at 490-500 Burwood Highway, Vermont South from the Transport Zone (TRZ) to the Residential Growth Zone (RGZ) and apply the Design and Development Overlay (DDO), Environmental Audit Overlay (EAO), Significant Landscape Overlay (SLO) and Vegetation Protection Overlay (VPO), and update the Heritage Overlay (HO) Statement of Significance.



NRZ3 - Neighbourhood Residential Zone - Schedule 3

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

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.09 Neighbourhood Residential Zone

None specified.

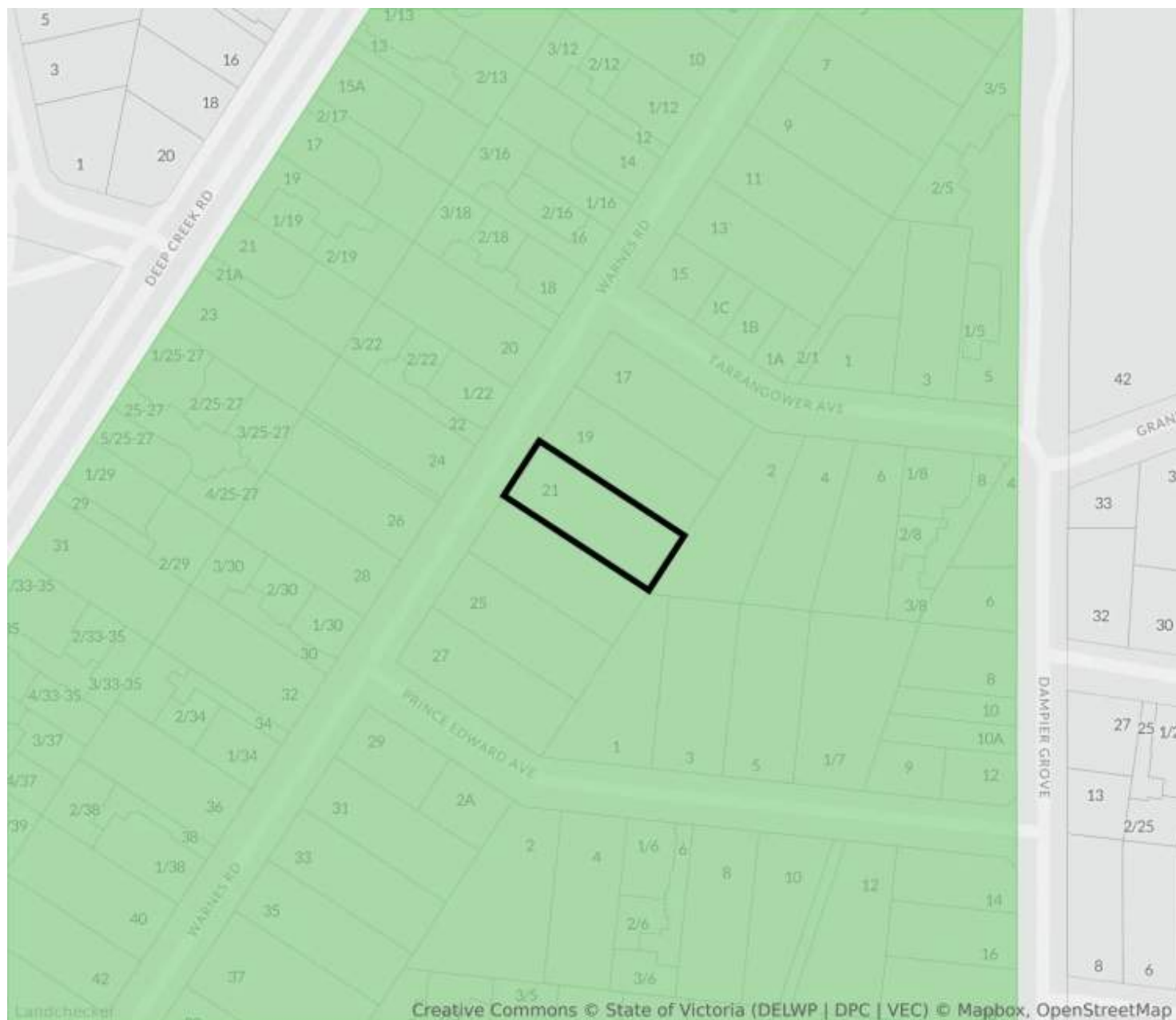
LPP 32.09 Schedule 3 To Clause 32.09 Neighbourhood Residential Zone

For confirmation and detailed advice about this planning zone, please contact WHITEHORSE council on 03 9262 6303.

Other nearby planning zones

GRZ - General Residential Zone

- NRZ - Neighbourhood Residential Zone
- PCRZ - Public Conservation And Resource Zone
- PPRZ - Public Park And Recreation Zone
- TRZ2 - Transport Zone
- TRZ3 - Transport Zone



SLO9 - Significant Landscape Overlay - Schedule 9

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

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

The leafy garden and bushy character of Melbourne's eastern suburbs can be viewed from many high points throughout Melbourne and is a significant component of the subregion. The treed character of areas such as Whitehorse provides an important 'green' link between Melbourne and the Yarra Valley. The Municipal Wide Tree Study (June 2016 and March 2019) identifies that trees are significant to the landscape character of the City of Whitehorse. The tree cover in Whitehorse simultaneously delivers multiple benefits to the community, including defining neighbourhood character, providing visual amenity, reducing the urban heat island effect in more urbanised areas, improving air quality and energy efficiency, providing habitat for fauna, and increasing the wellbeing of people and liveability of neighbourhoods. The Garden Suburban Neighbourhood Character Area generally has formalised streetscapes comprising grassed nature strips, concrete footpaths, kerbs and channels, and buildings are generally visible along streets

behind low front fences and open garden settings. Gardens are typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting. The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area. The Bush Suburban Neighbourhood Character Area generally has a mix of formal and informal streetscapes with wide nature strips and streets are dominated by vegetation with buildings partially hidden behind tall trees and established planting. Gardens are less formal, consisting of many canopy trees and property boundary definition can be non-existent or fenced. Buildings appear detached along the street and generally comprise pitched rooftops, with simple forms and articulated facades. The Bush Suburban Neighbourhood Area includes parts of Blackburn, Box Hill South, Vermont South, Mitcham, Nunawading and Mont Albert North as shown in the Neighbourhood Character Precincts Map contained in the Neighbourhood Character Study 2014.

LPP 42.03 Schedule 9 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

NEARBY OVERLAYS

21 Warnes Road, Mitcham Vic 3132



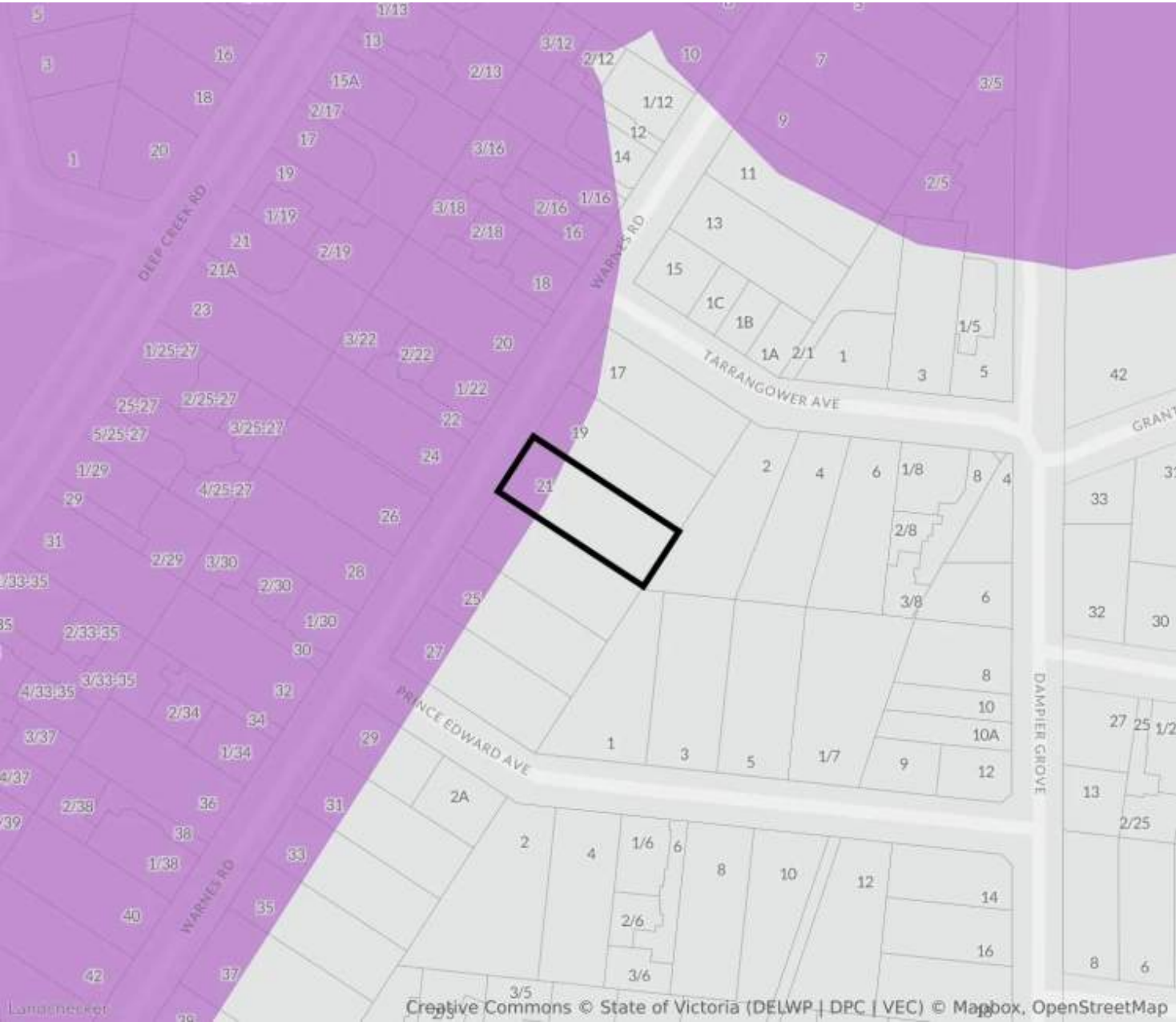
- SLO – Significant Landscape Overlay
- VPO – Vegetation Protection Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.



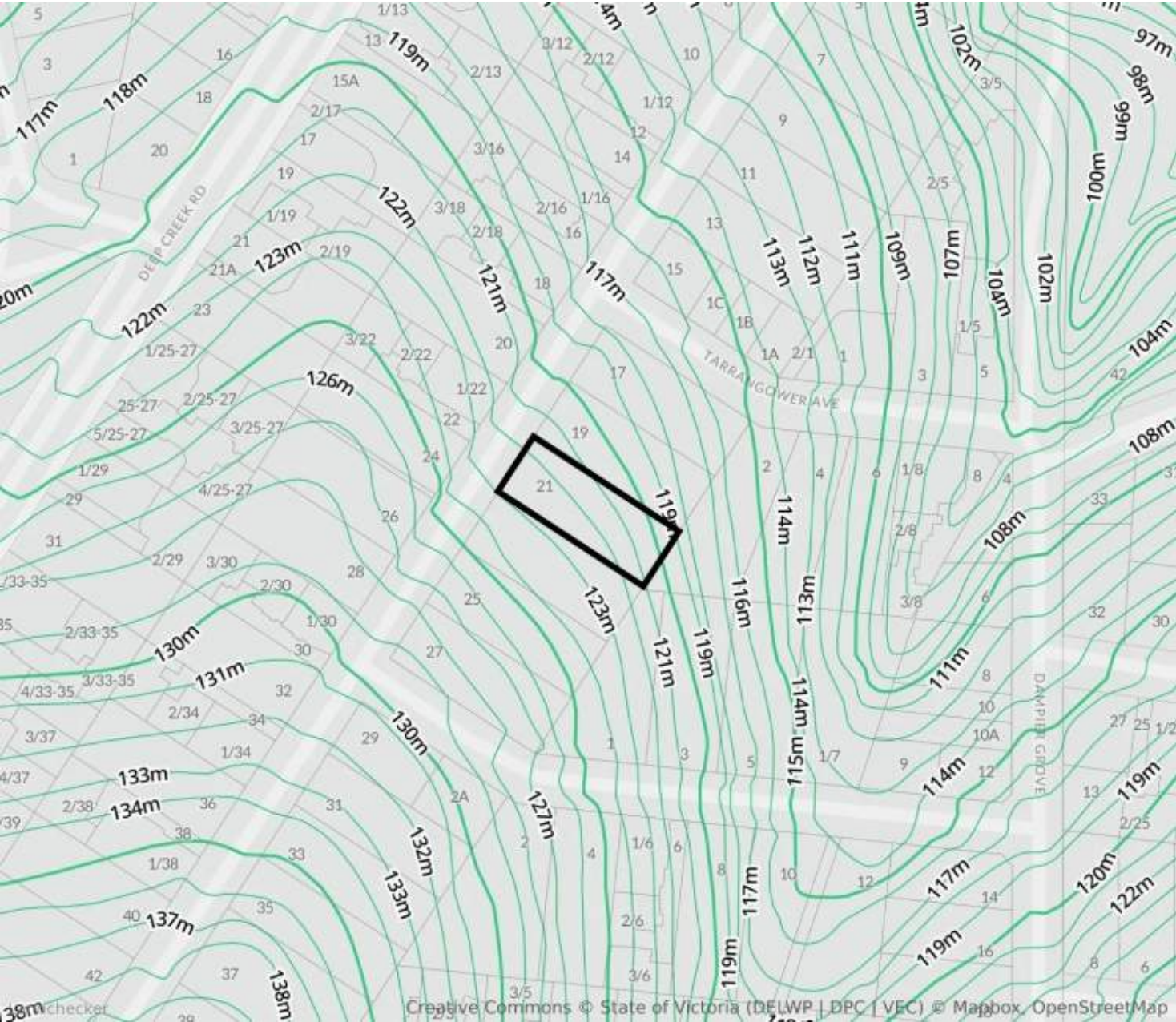
Aboriginal Cultural Heritage Sensitivity

This property is 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 WHITEHORSE council on 03 9262 6303.



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 WHITEHORSE council on 03 9262 6303.



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact WHITEHORSE council on 03 9262 6303.



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 WHITEHORSE council on 03 9262 6303.



No planning permit data available for this property.

NEARBY PLANNING PERMITS

21 Warnes Road, Mitcham Vic 3132



Status	Code	Date	Address	Description
PENDING	400/2017	Received 07/03/2017	21 Deep Creek Road, Mitcham	Unit 2 - Construction of Dwelling
PENDING	317/2017	Received 28/02/2017	21 Deep Creek Road, Mitcham	Unit 1 - Construction of Dwelling
PENDING	316/2017	Received 28/02/2017	21 Deep Creek Road, Mitcham	Demolition of Dwelling
PENDING	190/2012	Received 08/02/2012	15 Warnes Road, Mitcham	Detached Dwelling & Garage
PENDING	432/2010	Received 10/03/2010	24 Warnes Road, Mitcham	Internal Upgrade to Dwelling
PENDING	130/2009	Received 30/01/2009	24 Warnes Road, Mitcham	Construction of Free Standing Shed
PENDING	98272/2005	Received 12/07/2005	34 Warnes Road, Mitcham	Construction of 2 Dwellings

Status	Code	Date	Address	Description
PENDING	87446/2001	Received 30/01/2001	<u>1/5 Tarrangower Avenue, Mitcham</u>	pergola roofing over exist decking
REJECTED	WH/2022/655	05/07/2023	<u>6 Tarrangower Avenue, Mitcham</u>	Construction of four dwellings, comprising three triple storey dwellings and one double storey dwelling, and associated buildings and works within 4 metres of protected trees
APPROVED	WH/2023/161	31/03/2023	<u>2/39 Deep Creek Road, Mitcham</u>	Buildings and works for a pergola attached to an existing dwelling
APPROVED	WH/2022/342	29/06/2022	<u>4 Tarrangower Avenue, Mitcham</u>	Removal of protected vegetation pursuant to the Significant Landscape Overlay – Schedule 9
APPROVED	WH/2021/1290	29/06/2022	<u>6 Dampier Grove, Mitcham</u>	Construction of one dwelling on a lot less than 500m2; tree removal and buildings and works within 4m of trees under the Significant Landscape Overlay Schedule 9
OTHER	WH/2017/281/A	20/05/2022	<u>11 Warnes Road, Mitcham</u>	Amendment to Planning Permit WH/2017/281 issued for the 'development of two double storey dwellings' to generally alter the endorsed plans
REJECTED	WH/2021/370	05/11/2021	<u>6 Dampier Grove, Mitcham</u>	Construction of one (1) dwelling on a lot less than 500 square metres, tree removal and buildings and works within four (4) metres of trees protected under the Significant Landscape Overlay 9
REJECTED	WH/2020/746	17/08/2020	<u>6 Dampier Grove, Mitcham</u>	Removal of an Eucalyptus goniocalyx (Bundy Box) tree pursuant to Schedule 9 to the Significant Landscape Overlay
APPROVED	WH/2020/531	16/07/2020	<u>7 Prince Edward Avenue, Mitcham</u>	Two (2) lot boundary re-alignment
APPROVED	WH/2020/414	20/05/2020	<u>2 Tarrangower Avenue, Mitcham</u>	Removal of one tree within the SLO9 & VPO3 (Tree 1)
APPROVED	WH/2014/546/B	08/05/2020	<u>7 Prince Edward Avenue, Mitcham</u>	Construction of three, two storey dwellings in a neighbourhood residential zone
APPROVED	WH/2020/306	05/05/2020	<u>4 Tarrangower Avenue, Mitcham</u>	construct and carry our works for a carport within 4 metres of a tree under the Significant Landscape Overlay – Schedule 9
APPROVED	WH/2019/887	05/09/2019	<u>21 Deep Creek Road, Mitcham</u>	Two lot subdivision
APPROVED	WH/2014/546/A	03/10/2018	<u>7 Prince Edward Avenue, Mitcham</u>	Construction of three, two storey dwellings in a neighbourhood residential zone
APPROVED	2423/2017	06/08/2018	<u>21 Deep Creek Road, Mitcham</u>	Construction of Two Double Storey Dwellings & Garages
APPROVED	1532/2018	01/08/2018	<u>2A Prince Edward Avenue, Mitcham</u>	Construction of Deck
APPROVED	1297/2018	12/07/2018	<u>21 Deep Creek Road, Mitcham</u>	Demolition of Existing Dwelling & Garage
APPROVED	5/2017	29/12/2017	<u>10 Dampier Grove, Mitcham</u>	Construction of Two Double Storey Dwellings With Garages
APPROVED	WH/2017/281	08/11/2017	<u>11 Warnes Road, Mitcham</u>	Construction of two double storey dwellings
APPROVED	WH/2017/737	25/09/2017	<u>1 Tarrangower Avenue, Mitcham</u>	Two lot subdivision
APPROVED	1474/2017	18/07/2017	<u>19 Warnes Road, Mitcham</u>	Reinstatement of Carport
APPROVED	1196/2017	15/06/2017	<u>7 Prince Edward Avenue, Mitcham</u>	Construction of two double storey dwellings and garage and carport

Status	Code	Date	Address	Description
APPROVED	WH/2017/401	13/06/2017	<u>10 Dampier Grove, Mitcham</u>	Two (2) lot subdivision
APPROVED	754/2017	26/05/2017	<u>1 Tarrangower Avenue, Mitcham</u>	Construction of Detached Dwelling and Garage
OTHER	WH/2023/183		<u>3 Tarrangower Avenue, Mitcham</u>	To construct two (2) double storey dwellings, tree removal and buildings and works within four (4) metres of vegetation
APPROVED	M/2020/1140/B		<u>38 Grant Crescent West, Ringwood</u>	Change to ground floor building materials - from brick veneer to render
OTHER	M/2022/271		<u>28 Heatherbrae Avenue West, Ringwood</u>	Remove 2 trees
APPROVED	M/2020/1140/A		<u>38 Grant Crescent West, Ringwood</u>	Various changes to plans endorsed plans - windows, levels, deck
APPROVED	M/2021/1251		<u>38 Grant Crescent West, Ringwood</u>	Subdivision of the land into 3 lots (following an approved development)
APPROVED	M/2012/677/D		<u>42 Grant Crescent West, Ringwood</u>	Alterations to the height of three of the town houses
OTHER	M/2012/677/C		<u>42 Grant Crescent West, Ringwood</u>	Amendments to engineering plans
APPROVED	M/2020/1140		<u>38 Grant Crescent West, Ringwood</u>	Construction of three (3) double storey dwellings
OTHER	M/2020/672		<u>42 Grant Crescent West, Ringwood</u>	Remove 3 trees
APPROVED	M/2019/1024		<u>42 Grant Crescent West, Ringwood</u>	Subdivision of the land into 10 lots (following approved development)
APPROVED	M/2019/445		<u>19 Grant Crescent West, Ringwood</u>	Construction of 2 double storey dwellings and removal of vegetation
APPROVED	M/2019/253		<u>38 Grant Crescent West, Ringwood</u>	Remove 6 trees
OTHER	M/2018/521		<u>40 Grant Crescent West, Ringwood</u>	Construction of four (4) double storey dwellings and removal of vegetation
APPROVED	M/2018/361		<u>42 Grant Crescent West, Ringwood</u>	Lop 1 tree
APPROVED	M/2012/677/B		<u>42 Grant Crescent West, Ringwood</u>	Minor changes to window locations and size
OTHER	M/1993/2/A		<u>33 Grant Crescent West, Ringwood</u>	Construction of a deck
APPROVED	M/2012/677/A		<u>42 Grant Crescent West, Ringwood</u>	Change mailboxes to front of property
APPROVED	M/2014/418		<u>42 Grant Crescent West, Ringwood</u>	Subdivision of the land into 10 lots
APPROVED	M/2012/677		<u>42 Grant Crescent West, Ringwood</u>	The construction of 10 dwellings and vegetation/tree removal

For confirmation and detailed advice about this planning permits, please contact WHITEHORSE council on 03 9262 6303.

1. Property Report

This Property Report:

- a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
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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