

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land

**2 Hyland Court, Berwick 3806**

Vendor's name

**Lynette Anne lacuone**

Date

18/12/2020

Vendor's  
signature

Purchaser's  
name

Date

/ /

Purchaser's  
signature

Purchaser's  
name

Date

/ /

Purchaser's  
signature

## 1. FINANCIAL MATTERS

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

(a) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	City of Casey	(1) \$1700.00 approx p.a.	(1)
(2)	South East Water	(2) \$700.00 approx p.a. plus usage	(2)

Any further amounts for which the purchaser may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which has become operative after the Day of Sale, and/or any special levies struck after the Day of Sale;
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for any Land Tax assessed for following years if the property is not exempt as the purchaser's principal place of residence;
- Annual increases in all rates & outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Other particulars (including dates and times of payments):

**Nil, save and except usual rate adjustments to be made at settlement.**

### 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

**Not Applicable.**

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

**Not Applicable.**

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

**Not Applicable.**

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

**Not Applicable.**

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

**Is in the attached copies of title documents.**

If the National Broadband Network (NBN) is connected to the property, any NBN cables traversing the property constitute an unregistered easement. The Purchaser/s should make their own enquiries in this regard.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

**To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction, however, underground electricity cables, NBN Cables, telephone cables, sewers and drains may be laid outside registered easements. The Purchasers should make their own inquiries prior to committing to buy.**

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

**Attached is a certificate with the required specified information.**

Where the property is outside the metropolitan area (as defined in the **Sale of Land Act 1962 (Vic)**) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues.

**Proposed Planning Scheme Amendments** - This property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The Purchasers should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The Purchasers should conduct their own inquiries prior to committing to buy.

Some vacant land lots within the Shire of Yarra Ranges (formerly in either the Shire of Sherbrooke or Shire of Lilydale) may be subject to tenement provisions which prohibit the construction of a dwelling or development of the lot. If this property is vacant land, then the purchaser should conduct appropriate investigations of the Council Planning Department prior to committing to buy, as the Purchaser may be prohibited from either developing or constructing on the lot.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Are as follows:

**Attached, if applicable, otherwise none to the Vendors knowledge**  
**The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.**

### 4.2 Agricultural Chemicals

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

**Nil.**

#### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

### 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

**Not Applicable.**

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any Permit or Final Inspection.

### 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

**Not Applicable.**

### 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

**Not applicable.**

### 8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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### 9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

9.2 **A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.**

### 10. SUBDIVISION

#### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

**Not Applicable.**

#### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

**Not Applicable.**

#### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

**Not Applicable.**

### 11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the *Sale of Land Act 1962* but may be included in this

vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

**Not Applicable.**

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

**Is attached.**

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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- 14. The Vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract ("settlement date") for the payment of the residue of the purchase price, the vendor may suffer losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract, these losses and expenses may be, but are not limited to:
  - (a) all costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
  - (b) interest payable by the vendor under any existing mortgage over the property calculated from the due date.
  - (c) accommodation expenses necessarily incurred by the vendor.
  - (d) extra costs and expenses as between the vendor's conveyancer and the vendor.
  - (e) penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase.
- 15. If the property sold contains a dwelling house it is the Purchaser's responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to Clause E1.7 of the Building Code of Australia and Regulation 4.14 of the Building Regulations 1994 within 30 days of settlement of this Contract.
- 16. The Vendor makes no warranties or representations that any pool or spa on the property has been registered with the relevant council or that the pool or spa has a compliant safety barrier. The Purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with council, ensuring that the pool or spa has a compliant safety barrier and lodging a certificate of barrier compliance with the municipal council. The Purchaser shall not make any objection or requisition, claim any compensation or delay settlement as a result of the pool or spa not having a compliant safety barrier, or as a result of the issue or non- issue, or lodgement or non-lodgement of any certificate of barrier compliance.
- 17. If this property falls within the Shire of Yarra Ranges, the Purchaser should note that the whole of the Shire of Yarra Ranges has been investigated for potential slope instability (landslip). The result of the investigation is available in a Report at the Shire Offices. The Purchasers should conduct their own inquiries prior to committing to buy.



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

Page 1 of 1

VOLUME 10577 FOLIO 195

Security no : 124086699685Q  
Produced 20/11/2020 02:41 PM

**LAND DESCRIPTION**

Lot 608 on Plan of Subdivision 430288A.  
PARENT TITLE Volume 10090 Folio 146  
Created by instrument PS430288A 05/04/2001

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
LYNETTE ANNE IACUONE of 2 HYLAND COURT BERWICK VIC 3806  
AH494644L 14/09/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AH494645J 14/09/2010  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT X957446T 18/12/2001

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

**DIAGRAM LOCATION**

SEE PS430288A 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: 2 HYLAND COURT BERWICK VIC 3806

**ADMINISTRATIVE NOTICES**

NIL

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

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS430288A</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>20/11/2020 14:50</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE No. ---	LTO USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 430288A</b>
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<b>LOCATION OF LAND</b> PARISH: BERWICK  TOWNSHIP: ----- SECTION: 15 (PART) CROWN ALLOTMENT: ----- CROWN PORTION: ----- LTO BASE RECORD: DCMB TITLE REFERENCES: Vol 10090 Fol 146  LAST PLAN REFERENCE: LOT A P.S.3187035 POSTAL ADDRESS: AVEBURY DRIVE (AT TIME OF SUBDIVISION) BERWICK 3806  AMG CO-ORDINATES: E 353700 (OF APPROX. CENTRE OF PLAN) N 5790300 ZONE: 55	<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME : CASEY CITY COUNCIL REF : S99/2047 <del>1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.</del> 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 6 / 7 / 2000 <del>3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.</del>  <b>OPEN SPACE</b> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / <del>HAS NOT</del> BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. <del>(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE</del>  <del>COUNCIL DELEGATE</del> <del>COUNCIL SEAL</del> DATE / /  RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE <del>COUNCIL SEAL</del> DATE 19 / 7 / 2000
---	--

<b>VESTING OF ROADS OR RESERVES</b>	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CASEY CITY COUNCIL

<b>NOTATIONS</b>	
<b>DEPTH LIMITATION</b> DOES NOT APPLY	<b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

<b>NOTES:</b> TANGENT POINTS ARE SHOWN THUS :  LOTS 1 TO 336 (INCL), 342 TO 583 (INCL), 587 TO 591 (INCL), 597 AND 602 TO 606 (INCL) HAVE BEEN OMITTED FROM THIS PLAN SURVEY: THIS PLAN IS BASED ON SURVEY	DATE OF ORIGINAL CERTIFICATION: / / THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . IN PROCLAIMED SURVEY AREA No.
--	---

<b>EASEMENT INFORMATION</b>					<b>NOTATIONS</b>
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					ESTATE BERWICK VILLAGE HORIZONS STAGE 188 NO. OF LOTS 19 AREA 3.169HA MEL: 111 A5
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL SOUTH EAST WATER LIMITED  LOTS ON L.P.213506	<b>LTO USE ONLY</b>  STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 28 / 3 / 01
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN		
(E-2)	WAY, DRAINAGE, SEWERAGE & SUPPLY WATER, TELEPHONE, ELECTRICITY & GAS	SEE PLAN	L.P.213506		
					<b>LTO USE ONLY</b> PLAN REGISTERED TIME 8:00 a.m. DATE 5 / 4 / 01 <i>R.W. Greenwood</i> ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS

 breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph: 9818 0301 fax: 9819 5597	LICENSED SURVEYOR GEOFF W. HUMPHREY  SIGNATURE ..... DATE 14 / 7 / 00 REF: 1040/18B VERSION 2	..... DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED NC	DATE 14/7/00	



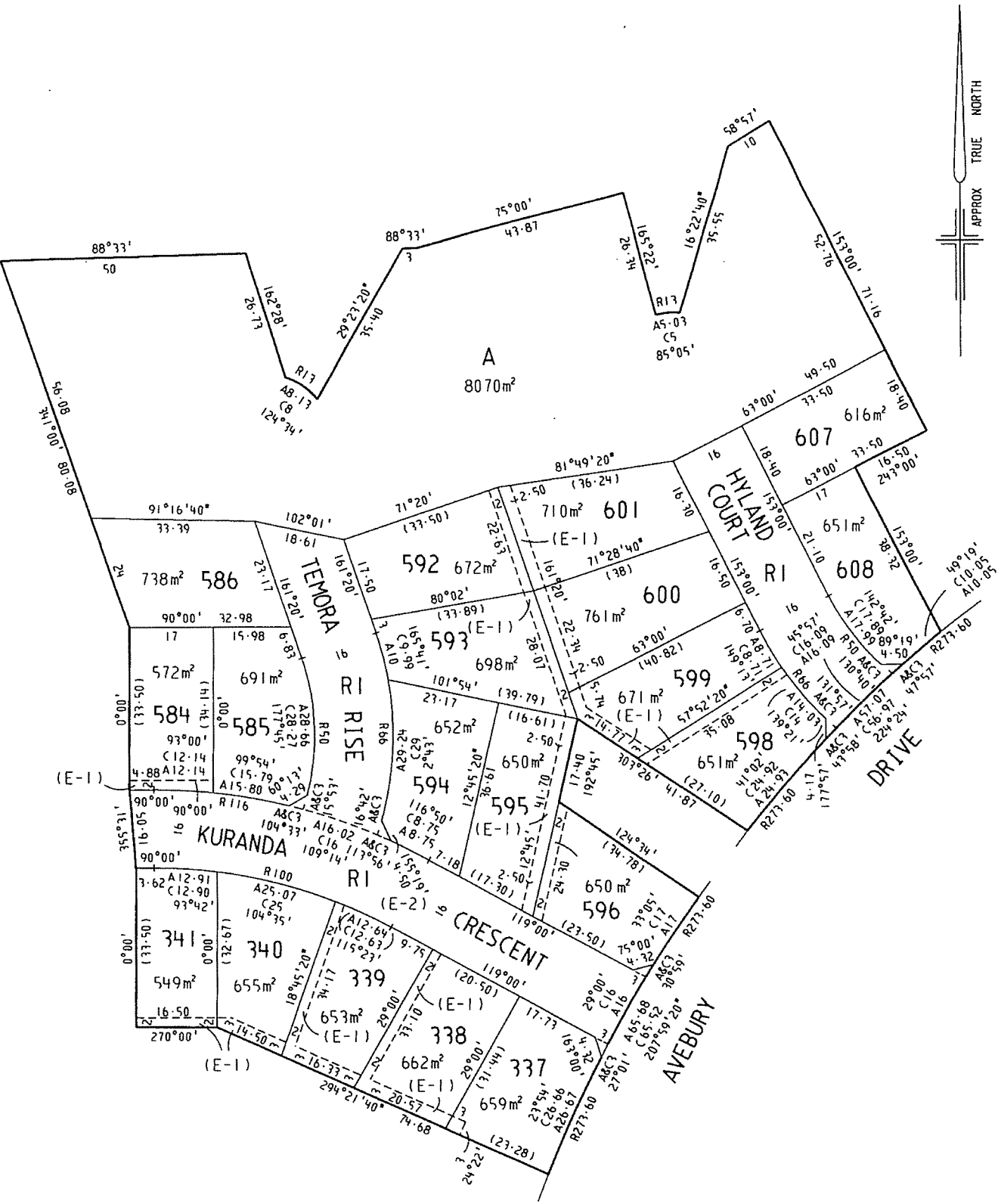
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

--

PS 430288A



breese pitt dixon pty ltd  
1 alfred street, hawthorn, vic 3122  
ph:9818 0301 fax:9819 5597

ORIGINAL

SCALE

LICENSED SURVEYOR

GEOFF W. HUMPHREY

SHEET SIZE  
A3

SCALE  
1:800

LENGTHS ARE IN METRES

SIGNATURE .....

DATE 14 / 7 / 00

REF: 1040 / 18B

VERSION 2

SHEET 2 OF 2 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

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# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Address:

Phone:

Ref:

Customer Code:

**VERNOIS**  
**3172B**



**X957446T**  
181201 1222 45 72

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

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

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10577 Folio 195

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$72,000.00



DX957446T-1-3

Transferor: (full name)

**CASERTA PTY. LTD. ACN 004 881 967.**

Transferee: (full name and address including postcode)

**WAYNE EDWARD DOBSON & JENNIFER SUE DOBSON** of 188 Belgrave Hallam Road, Belgrave, 3160 as joint proprietors

Directing Party: (full name)

NIL.

Creation and/or Reservation and/or Covenant:

AND the said Transferees for themselves and their heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the lot hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said CASERTA PTY LTD ACN 004 881 967, its successors, assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision number PS 430288A and every part thereof (other than the lot hereby transferred) that:

- we will not at any time hereafter erect or build or cause or suffer to be erected or built or permit to remain erected on the lot hereby transferred or any part of it a building other than a single private dwelling house (together with the usual outbuildings) having a floor area of at least 167 square metres (exclusive of the floor area of any carport, garage, shed, porch, verandah, pergola or other outbuildings or external areas);
- we will construct on the lot hereby sold a dwelling house other than so that the whole of the minimum floor area

Continued on T2 Page 2

Approval No. 1562009A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

**T2**



Signed

Cust. Code:

Original Transfer of Land  
Stamped with: \$1,528.00  
Trn: 1162619 17-DEC-2001  
SRD Victoria Duty, A&P3

THE BACK OF THIS FORM MUST NOT BE USED

- thereof specified in paragraph (a) of this Covenant is constructed pursuant to a single building permit issued under the Building Act 1994 and/or the Building Regulations 1994 (as amended from time to time).
- (c) not less than seventy five per cent (75%) of the area of the external walls of that dwelling house (excluding the windows thereof) shall be constructed of brick, stone or like material PROVIDED THAT nothing in this covenant shall preclude a building having the inner framework of its external walls constructed of timber or other materials.

AND it is hereby agreed that:

- A. for the purposes of paragraph (a) of this covenant, "floor area" has the meaning ascribed to it in the Building Code of Australia 1996 published by the Australian Building Codes Board, as amended or remade from time to time and as amended by the Victoria Appendix 1996 to that Code published by that Board as that Appendix is amended or remade from time to time; and
- B. the benefit of the foregoing covenant shall be attached to and run at law and in equity with the lots comprised in the said Plan of Subdivision PS 42656S other than the lot hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same.

Dated: 29 November 2001.

Execution and attestation:



THE COMMON SEAL of CASERTA PTY. LTD. )  
ACN 004 881 967. ACN was hereunto affixed in )  
the presence of authorised persons )

Director: X D. E. Dobson Full Name: Dudolph Vegh

Usual Address: 5 Springfield Ave Teorak 3142

Secretary: ..... Full Name: .....

~~Usual Address:~~ .....

SIGNED by WAYNE EDWARD DOBSON & )  
JENNIFER SUE DOBSON )

W. E. Dobson  
WE Dobson

in the presence of: )

J. S. Dobson  
JS Dobson

Witness: M. J. Welsh  
Witness to sign.



Approval No. 1562009A

**X957446T**  
181201 1222 45 72



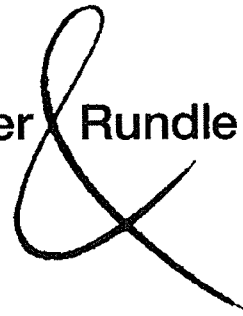
**T2 Page 2**



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Your Ref:  
Our Ref: PAN:AMc:  
  
Writer: Ann McMullen  
Direct Line: 9641 8627  
Direct Fax: 9640 0619  
e-mail: amcmullen@hgr.com.au  
Partner: ANDREW NEWBOLD

Herbert | Geer & Rundle Lawyers



14 August 2001

The Registrar of Titles  
Titles Office  
Melbourne 3000

**X957446T**

181201 1222 45 72



Dear Sirs,

**Caserta Pty Ltd ACN 004 881 967**

We act for Caserta Pty Ltd and advise that this Company has more than one Director and is able to affix the Company Seal in the presence of only one Director in accordance with its Articles of Association.

Yours faithfully  
HERBERT GEER & RUNDLE  
Current Practitioners under the Legal Practice Act 1996

*Herbert Geer & Rundle*



**DX957446T-3-8**

Level 21 385 Bourke Street Melbourne Vic 3000 Australia  
GPO Box 524 Melbourne Vic 3001 Australia  
DX 428 Melbourne e-mail info@hgr.com.au  
Telephone +613 9670 6123  
Facsimile +613 9642 0575  
and Sydney

Eastern Conveyancing Service C/-  
InfoTrack  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 608 2 HYLAND COURT BERWICK  
3806  
608 PS 430288

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54O//16225/11	LANDATA CER 42790955-028-1	20 NOVEMBER 2020	37620573

### 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

#### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2020 to 30/06/2021	\$79.02
<b>Melbourne Water Corporation Total Service Charges</b>	01/10/2020 to 31/12/2020	\$26.08

#### (b) By South East Water

<b>Water Service Charge</b>	01/10/2020 to 31/12/2020	\$25.53
<b>Sewerage Service Charge</b>	01/10/2020 to 31/12/2020	\$93.02
<b>Subtotal Service Charges</b>		<u>\$223.65</u>
<b>Payments</b>		\$223.65
<b>TOTAL UNPAID BALANCE</b>		\$0.00

- The meter at the property was last read on 02/11/2020. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$0.40 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.11 per day</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

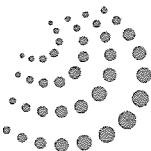
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

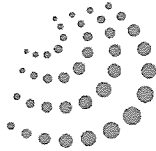
To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au). Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

AUTHORISED OFFICER:

TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

**3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

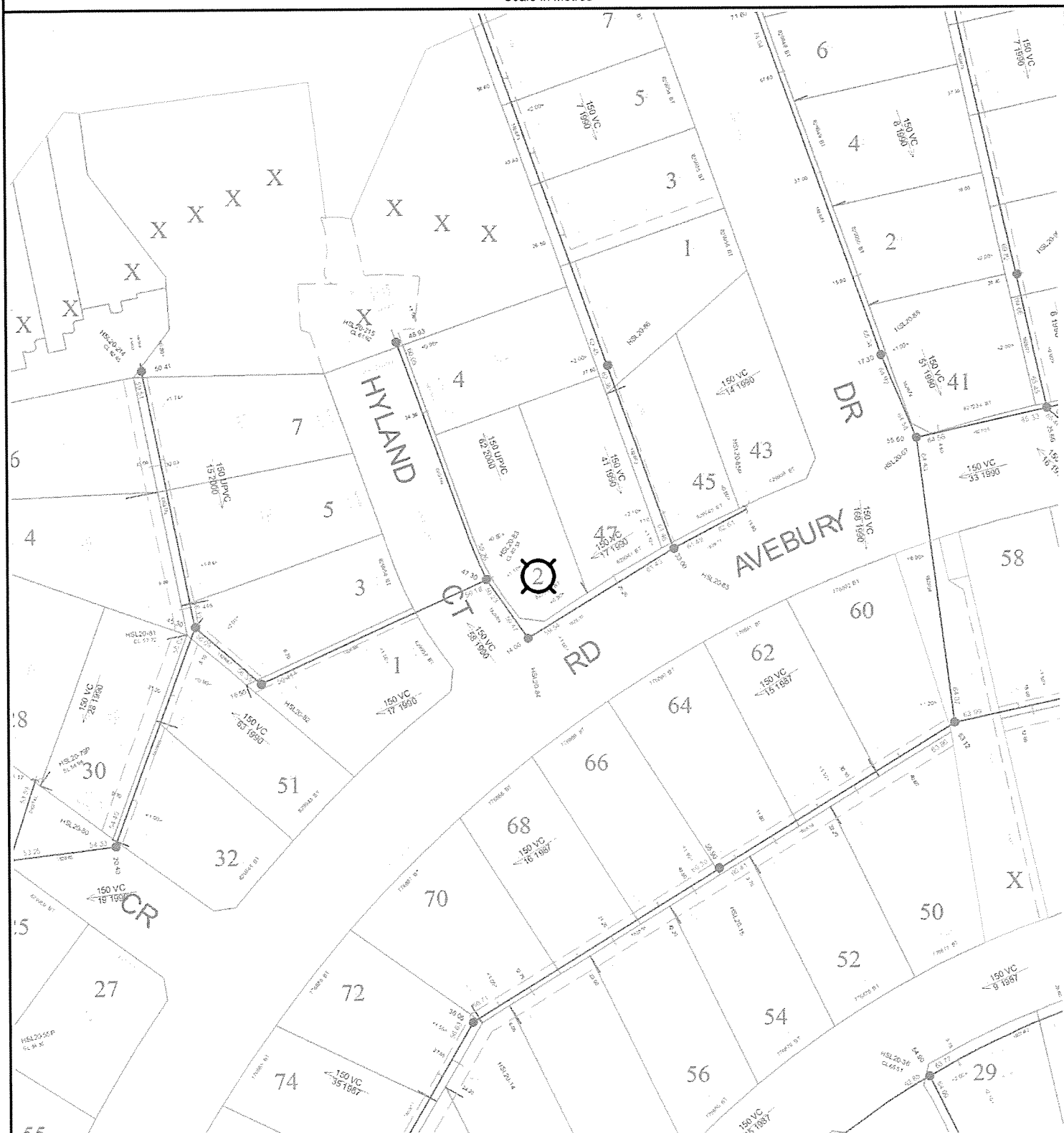
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:
















TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

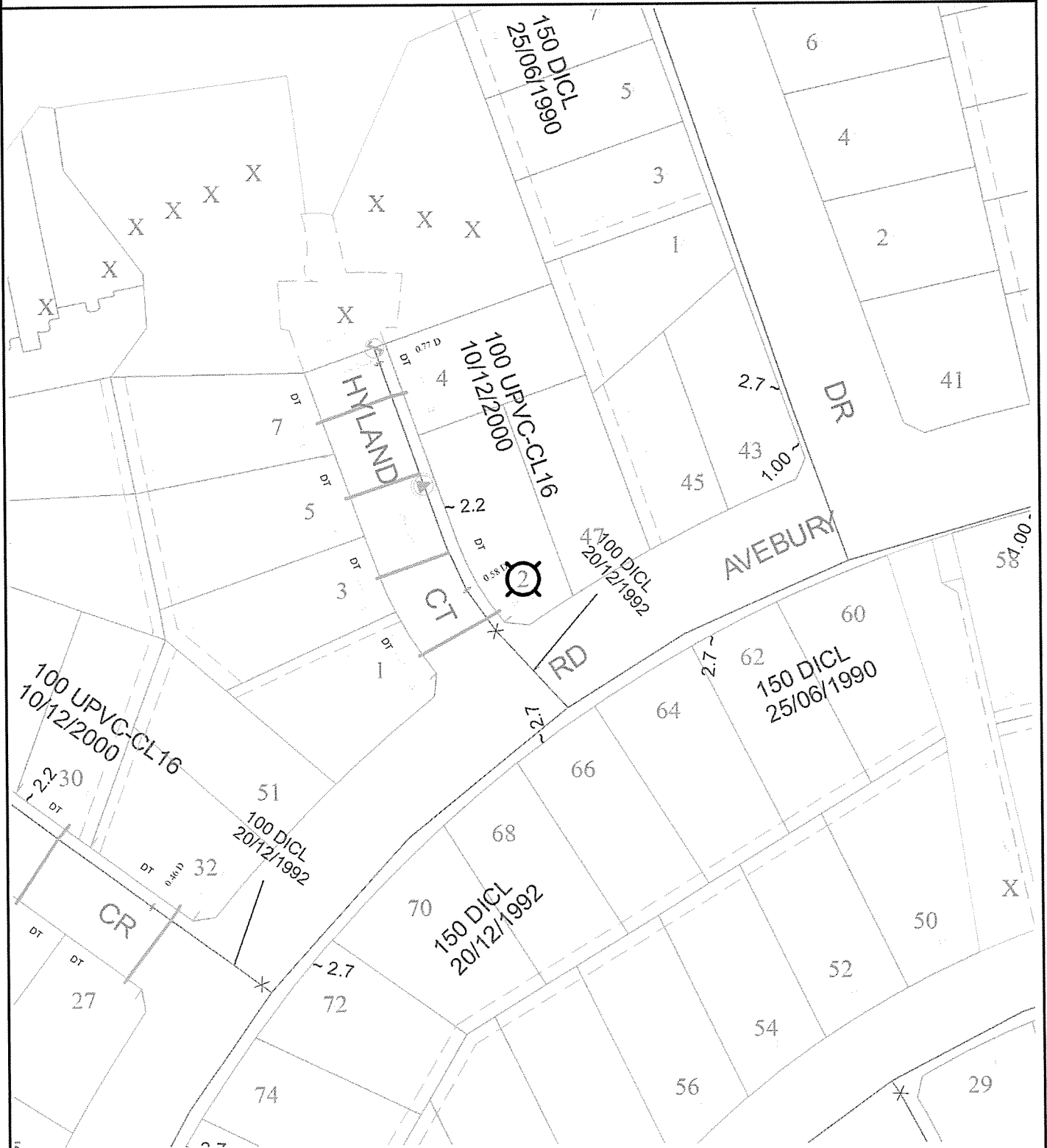
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198





**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

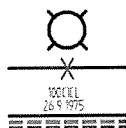
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

## LEGEND

— Title/Road Boundary  
--- Proposed Title/Road  
--- Easement



Subject Property  
Water Main Valve  
Water Main & Services

Hydrant  
Fireplug/Washout  
~ 1.0 Offset from Boundary

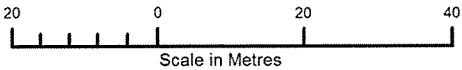


ASSET INFORMATION - RECYCLED WATER  
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

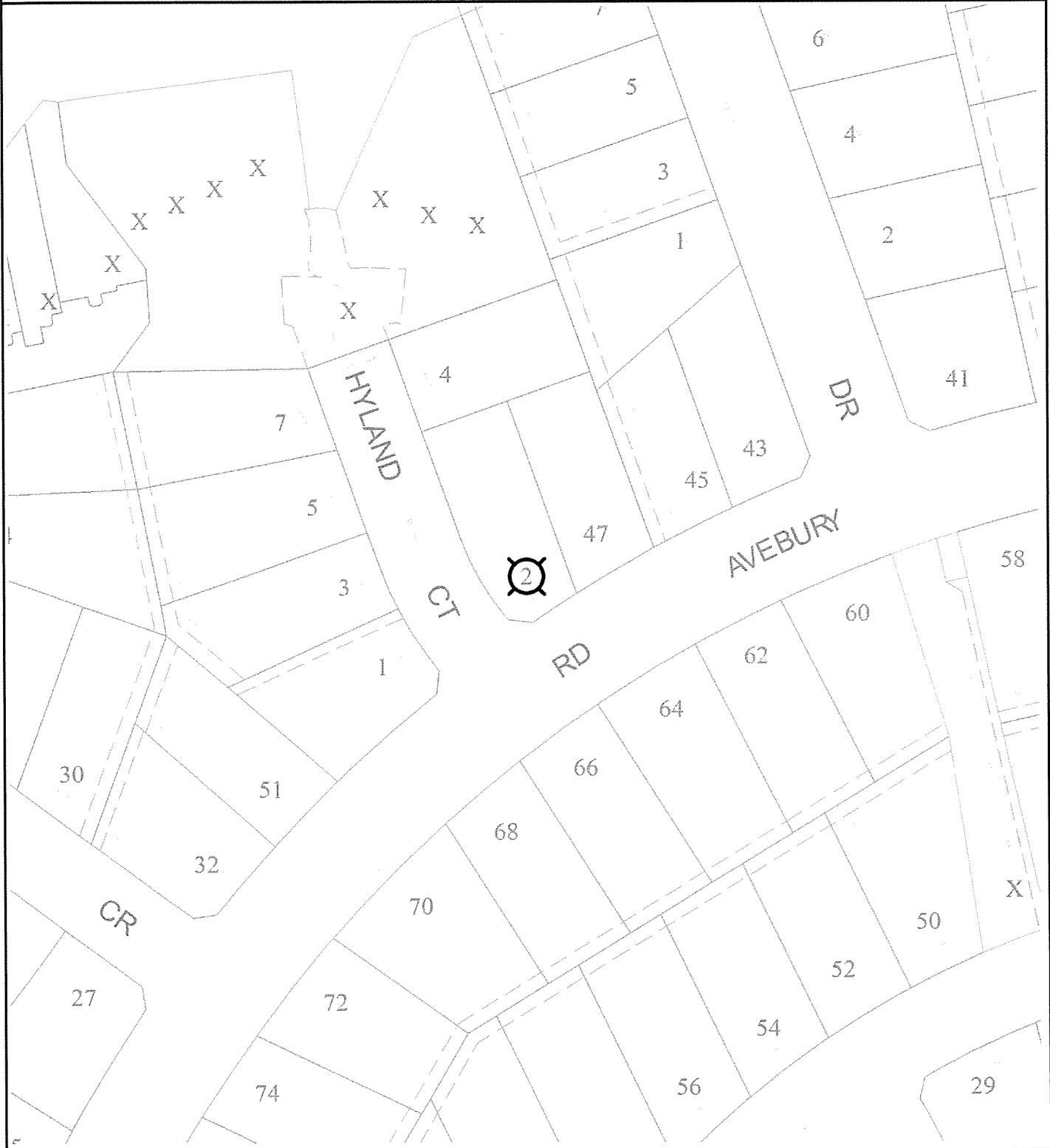
Property: Lot 608 2 HYLAND COURT BERWICK 3806



Case Number: 37620573



Date: 20NOVEMBER2020



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services	Offset from Boundary

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

698802

## APPLICANT'S NAME & ADDRESS

EASTERN CONVEYANCING SERVICE C/- INFOTRACK C/-  
LANDATA  
MELBOURNE

## VENDOR

IACQUONE, LYNETTE ANNE

## PURCHASER

PROPOSED, SALE PURPOSES

## REFERENCE

4571

This certificate is issued for:

LOT 608 PLAN PS430288 ALSO KNOWN AS 2 HYLAND COURT BERWICK  
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

20 November 2020

Hon. Richard Wynne MP  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.  
The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# 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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

DATED

2020

**LYNETTE ANNE IACUONE**

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**VENDORS STATEMENT**

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**Property: 2 Hyland Court, Berwick 3806**

Eastern Conveyancing Service  
Licensed Conveyancers  
1 Marcus Street  
Mount Evelyn VIC 3796  
Tel: 03 9736 2029  
Fax: 03 9736 2129  
Ref: LT:JT:IACU2010323